FLANDERS HILL
PLAT 2

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ADDITION OF FLANDERS HILL PLAT II
AND DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Flanders Hill Development Corporation an Ohio Corporation; hereinafter referred to as "DEVELOPER" this 22nd day of May 1961,

WITNESSETH THAT:
WHEREAS, Developer is the owner of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

Lots numbers 6 through 21 Flanders Hill Plat II a subdivision in The City of Toledo, Lucas County, Ohio, which real estate is hereinafter for convenience, referred to as Flanders Hill Plat 2.

and, Whereas, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Flanders Hill Plat 2, certain easements, and rights in, over and to Flanders Hill Plat 2 and certain restrictions with respect to the use thereof.

NOW, THEREFORE, Developer as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless per the site, location, type, style, or architecture, use, the materials of construction thereof, and the color scheme thereof, the grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises, and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called " Dwelling " shall be erected, reconstructed, placed or suffered to remain thereon.

SECTION 3. The general contractor who constructs the dwelling on each lot shall provide four (4) foot sidewalks along all street frontage within the subdivision. The sidewalks will be four (4) inches in depth except at drives where six (6) inch depth will be provided for the full width of the drive. It is the duty of each lot owner, at his own expense, to keep and maintain the sidewalks adjacent to his lot in a good and sufficient manner and to clear the sidewalks of snow, ice, dirt, and any other debris within twenty-four (24) hours after such deposit.
SECTION 4. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for the construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 5. No portion of the premises herein described nearer to any highway than the building setback line shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks and drives if otherwise permitted and thereon to be planted or otherwise used in a manner that is not contrary to the terms and conditions of said subdivision. Nothing herein contained shall be deemed to prevent the growing of flowers or ornamental plants or statuary fountain, and similar ornamental, for the purpose of beautifying said premises, but no vegetables, and no such objects as will be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lots in Flanders Hill Plat 2, the front yard of said lot shall be sodded from the front of the single family residence to the curb line and the side yard facing the dedicated public street shall be sodded from the single family residence to the curb line. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, until the written consent of Developer shall have been first obtained therefor, and to be subject to the terms and conditions of said subdivision as to its type, height, width, color, upkeep, and any general conditions pertaining thereto that said developer may require.

SECTION 6. Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and or over those portions of the rear and sides of each lot, as shown on the plat of Flanders Hill Plat 2 designated as utility rights of way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper appurtenances, and no building or other structure, or any part thereof, shall be erected, or maintained upon any part of the property in Flanders Hill Plat 2, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply line.

SECTION 7. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper appurtenances, in, through, under and or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter be situated.

SECTION 8. No spiritsuous, vinous or fermented liquors of any kind shall be manufactured or sold, nor shall the premises, nor any portion of said premises, be used for the manufacture, sale, delivery, or sale for use for any of the above purposes, or for the purpose of any other business or occupation, nor shall any portion of said premises be used, maintained or permitted upon said premises, or within the premises, for the purpose of any of the purposes aforesaid, unless and until Developer, or its duly authorized agent, shall have given written consent to the use of the premises for such purpose.
Which may endanger the health or unreasonably disturb the quiet of the
owner or owners of any adjoining land. No advertising sign, billboard or
other advertising device shall be erected, placed or suffered to remain
upon said premises or upon or visible from the outside of said dwelling
without the consent of Developer first having been obtained. A standard
real estate sign not exceeding six (6) square feet in area on a side and
advertising the lot or dwelling "FOR SALE" or "FOR RENT" shall, however,
be permitted. The right is reserved by the Developer to erect small structures
and place signs on any unsold lot or improvements thereon.

SECTION 9. No animals, rabbits or poultry of any kind, characteristic or
species of fowl or livestock, shall be kept upon or maintained on any part
of any lot or tract. Developer reserves the right to adopt reasonable
regulations governing the keeping within any dwelling house of domestic
dogs, cats or other household pets, calculated not to becoming a nuisance
to the owners of inhabitants of Flanders Hill Plat 2.

SECTION 10. No boats, trailers, motor homes, recreational vehicles,
motor coaches or trucks (except pick up trucks not exceeding one (1) ton
and window and panel van not exceeding one (1) ton, so called), shall be
parked, stored or suffered to remain upon said premises or in the streets
within Flanders Hill Plat 2 unless parked or stored within a garage on said
premises out of view.

SECTION 11. No clothes lines, clothes sheets, blankets or other arti-
cles shall be hung out or exposed on any part of said premises.

SECTION 12. All dwellings shall be equipped with a "rustic cedar"
mailbox approved by the United States Postal Service. In addition, each
dwelling shall have sidewalks constructed as prescribed by the City Of Toledo
Engineer. Furthermore, each builder of dwellings on any lots in Flanders
Hill Plat 2 shall comply with the site grading plan prescribed by the City
Of Toledo Engineer.

SECTION 13. No above ground swimming pools shall be constructed,
reconstructed, allowed or suffered to remain upon said premises unless said
above ground swimming pools have a total water surface of less than seventy-
five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 14. All rubbish and debris, combustible and non combustible
and all garbage shall be stored in under-ground containers or stored and
maintained in containers, entirely within the premises, basement or in the
rear or at the side of the dwelling. In no event shall any rubbish, debris,
or containers be visible from any street in the front or at the side of the
dwelling. Additional regulations for the storage, maintenance and disposal
of rubbish, debris, leaves, and garbage may, from time to time, be estab-
lished by Developer.

SECTION 15. Developer reserves and is hereby granted the right in case
of any violation or breach of any of the restrictions, rights, reservations,
limitations, agreements, covenants and conditions herein contained, to
enter the property, upon or as to which such violation or breach exists
and unreasonably state and remove, at the expense of the owner thereof, any
erection, thing or condition that may be or exist thereon contrary to the
intended meaning of the provisions herein as interpreted by Developer
and Developer shall not, by reason thereof, be deemed guilty of any manner
of trespass for such entry, abatement, or removal. A failure of Developer
to enforce any of the restrictions, rights, reservations, limitations,
agreements, covenants and conditions contained herein shall in no event
be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further or successive breach or violation thereof and Developer shall at any and all times have the right to enforce the same.

SECTION 16. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 17. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 18. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by persons authorized to sign deeds on behalf of Developer, or its assigns.

ARTICLE TMS

SECTION 1. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer created or reserved by this Declaration of Restrictions or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all reservations and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this declaration were recited and stated at length in each and every deed of conveyance. The violation of any restriction or condition, covenant, or provision of any covenant or provision herein contained shall give Developer or its successors or assigns, the right (a) to enter upon the land upon which or to which such violation or breach exists, and to remove any structure or thing contrary to the intent and meaning of the provisions hereof, and Developer or its successors and or assigns, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way affect the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under any judicial sale, the purchaser at such sale, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this declaration

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SECTION 3. No restriction imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

SECTION 4. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect any manner the validity, enforceability, or effect of the rest of this declaration.

SECTION 5. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in section 6 of article one hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer shall be deemed a violation of the declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, Flanders Hill Development Corporation, an Ohio Corporation has caused this declaration to be signed by Joseph J. Mercuro, its President, being a duly authorized officer of the said Flanders Hill Development Corporation, an Ohio Corporation on the day and year first above written.

Signed and witnessed May 24th, 1984, before a Notary Public, Lucas County, Ohio.

SECOND RECORD

RECEIVED & RECORDED 16.03
JUL 11, 1984
SANDY ISSENBURG
RECORDED, LUCAS COUNTY, OHIO

Signed and acknowledged in the presence of

FLANDERS HILL DEVELOPMENT CORP.

Joseph J. Mercuro President

RECEIVED & RECORDED 16.03
MAY 22, 1984
SANDY ISSENBURG
RECORDED, LUCAS COUNTY, OHIO
AFFIDAVIT

STATE OF OHIO

COUNTY OF LUCAS

The undersigned, Joseph J. Mercurio, states that he is the President of Flanders Hill Development Corporation and that on May 22, 1984, a Declaration of Restrictions was filed for record in the Office of the County Recorder, Lucas County, Ohio at Mortgage Record 84-546A99.

The heading of said Declaration of Restrictions referred to:

"ADOPTION OF FLANDERS HILL PLAT I"

which contained a typographical error and should have read:

"ADOPTION OF FLANDERS HILL PLAT II"

inasmuch as the Declaration of Restrictions covers:

Lots numbers 6 through 21 FLANDERS HILL PLAT II, a Subdivision in the City of Toledo, Lucas County, Ohio.

In all other respects, said Declaration of Restrictions is correct and in full force and effect.

FLANDERS HILL DEVELOPMENT CORPORATION

By:

Joseph J. Mercurio, President

Sworn to and subscribed in my presence this day of 1984.

__________________________

SHERIFF, COOPER

RECEIVED & RECORDED 10 a.m.

JUL 1 1984

SANDY KELBER

RECORDED, LUCAS COUNTY, OHIO 84 779A12