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DECLARATION OF RESTRICTIONS
FOR
FLORAL VALLEY, PLAT ONE

WHEREAS, the undersigned, The Fort Lawrence Title and Trust Company, Trustee, an Ohio corporation, and Reach Realty & Construction Co., an Ohio corporation, are the present owners of all the lots to wit, lots numbers one (1) to thirty (30), both inclusive, in the following subdivision:

"Floral Valley, Plat One, a Subdivision, partly in the City of Maumee, Lucas County, Ohio, and partly in Adams Township, Lucas County, Ohio", and

WHEREAS, it is desirable and necessary that reasonable restrictions be proposed upon the manner of use, improvements to and enjoyment of said subdivision by the undersigned and by all of the future purchasers, owners, tenants, devisees, or occupants, of any lot located in said subdivision in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said subdivision as an architecturally harmonious, artistic and desirable residential district,

NOW, THEREFORE, the undersigned in consideration of the benefits accruing to the undersigned and for the mutual benefit and protection of each and every person who shall hereafter become the owner of any interest in and to any lot or part thereof in said subdivision do hereby declare that all the lots in said subdivision shall be subject to the following covenants and restrictions.

1. Said lots and any combination thereof shall be used exclusively for residence purposes. Not more than one (1) residence for occupancy by not more than one (1) family shall be erected or suffered to remain on any one (1) lot or combination thereof.

2. No building, fence, wall, sign, or other structure, shall be erected or maintained on any of said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, and location of such structure, which plans and specifications have been submitted to and approval thereof in writing endorsed thereon by Fairwood Building Corp. (hereinafter called Fairwood), or by its nominee. Such nominees may be designated at any time hereafter by Fairwood and after the designation of such nominee by Fairwood, all such approvals or disapprovals shall thereafter be made by such nominee. In the event Fairwood, or its nominee, fails to approve or disapprove the same within thirty (30) days after plans and specifications have been submitted to Fairwood, or its nominee, then the same shall be deemed approved.
3. No building, fence, or wall, or any part thereof, shall be erected or maintained on any part of said lots closer to any street than the building line designated on the recorded plat of said subdivision; provided, however, that unenclosed porches may extend no more than ten (10) feet beyond said building lines, provided that the extension of such unenclosed porches does not violate any code of the City of Maumee or any building inspection or planning commission requirements of the City of Maumee if the lots upon which such porch is to be erected are located in the City of Maumee or if the same does not violate any code of Adams Township, or the building inspection or planning commission requirements of Adams Township, if the lot or lots on which such unenclosed porches are to be erected are located in Adams Township.

4. A minimum free or open space of not less than eight (8) feet shall be maintained on each side of every lot built upon, which free or open space shall extend the full depth of the lot and no part of any building shall encroach upon such free space; provided, however, that if any building is built on a combination of lots or parts thereof, this requirement shall be deemed to refer to the boundary lines of the entire parcel composed of the combination of lots or parts thereof.

5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and these household pets are restricted within the lot limits of their respective owner's property.

6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. No signs of any character shall be erected, posted, posted or displayed upon or about any lot in or part of said subdivision without the written permission of Fairwood, or its nominee, and it shall have the right in its uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs, and may summarily remove and destroy all unauthorized signs.

8. No trailer of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, kept or stored in a garage or other building which has been erected with the consent and approval of Fairwood, or its nominee.

9. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished both exterior and interior, according to the approved plans and specifications, with the exception of such items as grading, exterior painting, and concrete work, the completion of which weather conditions may not permit.

10. No building shall be erected upon any of said lots except a private residence and garage, provided, however, that the contractor, while erecting a dwelling house or garage may place a tool house temporarily upon the property during the erection of said building or garage. No residence shall be erected on any of said lots unless the living area thereof shall have at least one thousand (1,000) square feet, exclusive of any porches, and any garage.

11. Any residence or garage, the construction of which has been commenced on any of said lots, shall be completed within six months after the date of the commencement of construction of such residence or garage, provided, however, this shall not apply to the painting of the exterior and the installation of concrete work, the completion of which is prevented by weather conditions.

12. No nuisance of any character shall be suffered, permitted, constructed, or maintained upon any of said lots and the decision of Fairwood, or its nominee, shall be final as to what constitutes a nuisance. Upon failure of the owner of any of said lots to abate and remove any nuisance upon written notice to do so by Fairwood, or its nominee, Fairwood, or its nominee, may summarily abate such nuisance, using such force as may be necessary and may enter upon the property upon which such nuisance exists, to
abate and remove the same; and neither Fairwood, or its nominee, shall be liable for damages in any action or suit, by reason thereof. In addition to the foregoing, Fairwood, or its nominee, may take such other action, legal or equitable, as may be permitted by law to abate and remove such nuisance, and in the event any such action shall be taken, the owner of the premises on which such nuisance exists shall be liable to Fairwood, or its nominee, for all costs and expenses, including but not excluding others, attorney's fees, incurred or expended in abating and removing such nuisance. The foregoing remedy of Fairwood, or its nominee, shall not be exclusive, but shall be in addition to any and all remedies which Fairwood, or its nominee, or any lot owner, in said subdivision might have to abate and remove such nuisance.

13. Enforcement of any one or more of the restrictions hereby imposed may be enforced by the undersigned, or by Fairwood, or its nominee, or by any owner of any one or more lots in said subdivision who acquires title thereto hereafter.

14. If any of the foregoing covenants and restrictions shall be held to be invalid by judgment or court order, such judgment or court order shall in no manner affect any of the other covenants and restrictions not declared to be invalid by such judgment or court order, and they shall remain in full force and effect.

15. All the foregoing covenants and restrictions and the provisions hereinafter set forth regarding maintenance charges are to run with the land and shall be binding upon the undersigned and all persons claiming title or interest in any of said lots under or through the undersigned and shall remain in full force and effect until January 1, 1990, and they shall be automatically extended for successive periods of ten (10) years, unless terminated, or modified, by a majority of the owners of the lots in said subdivision. Such modification or termination shall be in writing signed by a majority of said lot owners and such written instrument recorded with the Recorder of Lucas County, Ohio, and such modification or termination shall become effective on January 1, 1990, if recorded before said date, and at the end of the ten (10) year extension period during which said written instrument is filed with said Recorder if recorded after January 1, 1990.

16. The designation of its "nominee" by Fairwood, as mentioned above, shall be by written instrument recorded in the office of the County Recorder of Lucas County, Ohio.

MAINTENANCE CHARGES

1. All the above described lots, except any such as are sold for public improvements or uses, or are appropriated under the powers of eminent domain for public use, unless and until modified hereafter by Fairwood or its nominee, as hereinafter provided for, shall be subject to an annual maintenance charge of ten cents (10¢) per hundred square feet, or fraction thereof, of the area of each lot, provided, however, such charge shall not apply to any lot until construction of a residence has been commenced thereon. Such charges shall be on a calendar year basis and each lot shall be liable for the full amount of the annual assessment regardless of the date during the calendar year in which residence is completed thereon.

2. Each owner of one or more lots in said subdivision shall pay to Fairwood, or its nominee, on or before the 15th day of June of each year, hereafter, while these maintenance charges remain in force and effect the maintenance charge against its lots, and such payments shall be used to create and continue a maintenance fund to be used as hereinafter stated.

3. Such annual maintenance charge may be modified by reducing or increasing the same from year to year by Fairwood, or its nominee, as the needs of the property may in its sole and exclusive judgment require, but in no event shall the charge in any year exceed twenty-five cents (25¢) per one hundred square feet of area.
4. Said maintenance charge shall be used for the following purposes: For maintenance of shrubbery, and bushes located within the boundaries of any streets, and for beautification and improvement of any nature as deemed desirable by Fairwood, or its nominees, of any area or areas within said Plat 1, outside the boundary lines of above described lots.

5. Any such maintenance charges which are not paid shall not constitute or create a lien on the lot or lots against which such charges are made, nor shall any purchaser, or mortgagee, or any other person acquiring legal title to any such lot or lots by any other form of acquisition of title by gift, inheritance, or otherwise, be legally obligated or legally liable to pay any such charges which are past due and unpaid on any of said lots unless and until notice, executed by Fairwood, or its nominee, is recorded with the Recorder of Lucas County, Ohio, by Fairwood, or its nominee, in the following or similar form:

NOTICE OF LIEN

Notice is hereby given that a lien in the amount of $ for unpaid maintenance charges for the years 19...19...both inclusive, is hereby assessed and imposed upon the following described property:

Lot No. in Floral Valley, Plat One, a Subdivision partly in the City of Maumee, Lucas County, Ohio, and partly in Adams Township, Lucas County, Ohio,

FAIRWOOD BUILDING CORP.

By

but the recording of such notice shall create a lien upon any lot described in said notice for the amount of unpaid maintenance charges set forth therein unless both the following has occurred, in which event no lien shall be created by the filing of any such notice. Legal record title to any lot covered by such recorded notice is acquired by anyone in any manner other than by gift or inheritance, or devise, or devise by a will, after the date such maintenance charges have become due and payable and also prior to the time of recording such notice.

6. Enforcement of payment of such maintenance charges may be by action at law, or foreclosure of any lien created as above set forth, or in any other manner permitted by law; and any such action to enforce payment shall be commenced by Fairwood, or its nominee.

IN WITNESS WHEREOF, The Port Lawrence Title and Trust Company, Trustee, has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, and Roach Realty & Construction Co. has caused its corporate name to be subscribed to these presents by its President and Secretary, this 8th day of November, 1961.

Signed by The Port Lawrence Title and Trust Company by J. Albert Laskey, President and M. K. Dimke, Secretary, with corporate seal, and Roach Realty & Construction Co. by Frank J. Roach, President and Nancy E. Roach, Secretary.
2 Witnesses

Acknowledged November 8th, 1961 by said Companies by said Officers by authority of their Boards of Directors before a Notary Public, Lucas County, Ohio Seal.

Received for record November 9th, 1961 at 10:48 A.M. and recorded in Volume 2027 of Mortgages, page 247, Lucas County, Ohio Records.