FLORAL VALLEY
PLAT 2

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DECLARATION OF RESTRICTIONS
FOR
FLORAL VALLEY, PLAT TWO

WHEREAS, the undersigned, the The Fort Lawrence Title and Trust Company, Trustee, an Ohio corporation, is the present owner of all the lots to wit, lots numbers thirty-one (31) to forty-five (45), both inclusive, in the following subdivision:

"Floral Valley, Plat Two, a Subdivision, in the City of Miamisburg, Lucas County, Ohio."

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 improvements, development, use, occupancy and enjoyment of said subdivision as an architecturally harmonious, artistic and desirable residence 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 will 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 approved thereof in writing endorsed thereon by Fairwood Building Corp. (hereinafter called Fairwood), or by its nominee. Such nominee 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 specification 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 not 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 Miamisburg or any building inspection or planning commission requirements of the City of Miamisburg.
4. A minimum free or open space of not less than seven (7) feet shall be maintained on each side of every lot built upon, which free or open space shall be maintained, 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 animal, 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 other wise, 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, may summarily abate such nuisance, using such force as may be necessary and enter upon the property 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 nominees, 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 liable to Fairwood, or its nominee, for all costs and expenses, including, but not excluding other, attorneys 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 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 hereto 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 period of ten (10) years, unless terminated, or modified, by a majority of the owners of the lots in said subdivision. Such modification or written instrument recorded with the Recorder of Lucas County, Ohio, and such modification or termination shall be come 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 ($0.10) 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 each year, hereafter, while these maintenance charges remain in force and effect the maintenance charge against his 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 ($0.25) 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 nominee, of any area or areas within said Plat II, 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 similar form:

NOTICE OF LIEN

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

Lot No. in Floral Valley, Plat Two, a Subdivision in the City of Maumee, 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 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, this 30th day of June, 1964.

Signed by The Port Lawrence Title and Trust Company, Trustee, by J. Albert Laskey, President and by M. K. Dimke, Secretary.

Two witnesses.

Acknowledged June 30, 1964 by said Company, as Trustee, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 30, 1964 at 3:50 P.M., and recorded in Volume 2119 of Mortgages, page 159.