GARDEN CREEK
ESTATES, PLAT 2

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS AS TO LAND
LOCATED IN GARDEN CREEK ESTATES PLAT II

WHEREAS, Garden Creek Development hereinafter referred to as the owners, with its principal place of business at 126 Summit Street, Toledo, Ohio, 43604, hold title in fee simple to the following described parcels of land located in Springfield Township, Lucas County, Ohio, to wit:

Lots numbers seventy-one (71) through ninety-three (93), both inclusive, in Garden Creek Estates Plat II, a subdivision in Springfield Township, Lucas County, Ohio.

and said parcels will hereafter be referred to as Garden Creek Estates Plat II, as recorded in Volume 77, page 22 of Plats.

Garden Creek Development Co. proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable single-family residential district. These restrictions constitute a general plan applicable to the development and use of said plat and all of the lots thereof, and shall be binding upon all of them.

Said restrictions hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be and are as follows:

1. All lots, subdivisions of lots, and portions of Garden Creek Estates Plat II shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private detached or attached garage for not more than three cars for the sole use of the occupier of said premises. Location and design of any detached garage must be approved by the Committee. Not more than one residence shall be built upon any lot.

2. Garden Creek Development Company, its heirs and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, and other details of the improvements of the plots must be submitted for examination and approval before any erections or improvements
shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Garden Creek Development Company hereby expressly reserves to itself, and to its heirs and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by Garden Creek Development Company or by its heirs or assigns, evidencing the fact that such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials. If materials other than stone, aluminum, brick or lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing by Garden Creek Development Company, its heirs and assigns, for which provision is hereinafter made.

4. No noxious or offensive trade or activity shall be carried on in Garden Creek Estates Plat II, nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers (unless said travel or camp trailers are stored within structures) or house trailers, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land and house sale office by the developers and those in privity with them) or criminal purposes whatsoever; not shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the
of any kind shall be erected or maintained upon any of said plots unless and until there has been filed with Garden Creek Development Co. complete plans and specifications for such structure or building, completely showing, among other things, its locations upon the plot, materials of which it is to be constructed, the type and style of architecture, the grading of the plot, including the grade elevations of the structure or building, the location of driveways or walks, and all other information which Garden Creek Development Co. may require or request. No building shall be started or grading of the plot undertaken or other work done upon the premises until the written approval of Garden Creek Development Co. has been secured therefor.

13. Garden Creek Development Co. reserves to itself, and to its heirs and assigns, the exclusive right to grant easements, easements, and right of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all of the areas designated as "buffer lot" or as "utility easement," "sewer easement" or with words of similar import on said plat of Garden Creek Estates Plat II and along and upon all highways now existing or hereafter established and abutting all the plots in said Garden Creek Estates Plat II. Garden Creek Development Co. also reserves to itself, and to its heirs and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Garden Creek Estates Plat II from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement," "sewer easement," or with words of similar import upon said recorded plat of Garden Creek Estates Plat II. The terms "buildings or other structures" as used in the foregoing portions of this article of this Declaration of Restrictions shall include those structures in the nature of houses or garages.

No owner of any of the plots in Garden Creek Estates Plat II shall have the right to reserve or grant any easements or rights of way upon or over any of the
5. The type of residential structure which shall be permitted shall be the conventional two-story house, the story and a half house, the one-floor "ranch type" house and the tri-level house (often called split-level). The ground floor foundation area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall be not less than nine hundred thirty-six (936) square feet of foundation area for a story and a half and the tri-level house, not less than eight hundred (800) square feet of foundation area for a two-story house exclusive of garage; not less than fourteen hundred (1400) square feet of foundation area for a ranch type home exclusive of attached garage.

6. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

7. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

8. No so-called "ribbon-driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of nine (9) feet in width.

9. No fence shall be erected or maintained closer to the street than the rear of the house, and shall not be erected or maintained until approved by the Garden Creek Development Company.

10. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within a garage or the basement of a dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Garden Creek Development Company.

11. Garden Creek Development Company reserves the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Garden Creek Estates Plat II.

12. No structure or building, swimming pool, fence, hedge, wall or enclosure
of the plots in said Garden Creek Estates Plat II without the written consent of Garden Creek Development Co.

14. In all instances where plans and specifications are required to be submitted to and are approved by Garden Creek Development Co., if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement, such variances shall be deemed a violation of these restrictions.

15. No permanent or semi-permanent recreation facility (expressly including basketball courts, patios and backboards) addition, outbuilding or fence may be erected, constructed or maintained without express written approval of Garden Creek Development Co. Violation of this restriction shall allow the Garden Creek Development Co. to come on the premises and dismantle such structure.

16. The 8 foot planting area of Lots 71 and 93 shall be maintained by each lot owner with the approved plantings and shall not be transversed by vehicles.

17. Buffer lots A and B, 2 feet in width along the South side of Lots 71 and 93 are created for the express purpose of prohibiting ingress and egress to Garden Road from the abutting lots.

18. All electrical service lines from the public utility source to each dwelling shall be underground.

19. All windows used, exclusive of basement or below grade windows, shall be of wood or vinyl clad wood materials.

20. Garden Creek Development Co. shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

21. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of Garden Creek Development Co., its heirs or assigns.
22. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

23. If in the opinion of Garden Creek Development Co., the shape of, dimensions, number of structures or topography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Garden Creek Development Co. may in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

24. These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners, or other successors and assigns, and all land in said Garden Creek Estates Plat II until the first day of June, 1988 after which time said covenants shall be automatically extended for successive periods of ten years each unless by vote of the majority of the record owners of the area in said addition, it is agreed to change said restrictions in whole or in part. The said restriction changes shall become effective from and after the time an instrument in writing, executed by the record owners of the majority of the area in said Garden Creek Estates Plat II with the formalities then required by the State of Ohio for the execution of deeds, setting forth the changes so agreed upon, is filed for record with the Lucas County, Ohio Recorder.

25. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Garden Creek Development Co., its heirs and assigns, is granted the right to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.
26. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by Garden Creek Development Co., shall be assignable.

27. When all lots have been sold by the present owner, Garden Creek Development Co. may appoint successors consisting of the then lot owners and thereafter the Committee shall be elected by majority vote of lot owners.

IN TESTIMONY WHEREOF, Garden Creek Development Co., by
Peter P. Sawicki and Marsha A. Sawicki, its Owners, thereunto duly authorized, have hereunto set their hands this 16th day of May, 1978.

GARDEN CREEK DEVELOPMENT CO.
By Peter P. Sawicki, Owner

By Marsha A. Sawicki, Owner

Two Witnesses

Acknowledged May 16, 1978
before a Notary Public, State of Ohio. (Seal)

Received for record at Lucas County, Ohio Records.

Received for record May 16, 1978 at 10:26 A.M., in Mortgage Record 78-500C03, Lucas County, Ohio Records.