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 THEREFOR

This Declaration, made and entered into by JAMES A. BAISDEN CONSTRUCTION CO., a Partnership, this 1st day of October, 1978.

WITNESSETH THAT:

WHEREAS, James A. Baisden Construction Co. is the owner of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

Linn's Number 1 - 99, inclusive of Green Valley Meadows, according to recorded plat thereof, Volume 78, Page 44, Lucas County Plat Records.

and

WHEREAS, James A. Baisden Construction Co., hereinafter called "Owner", desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Green Valley Meadows, certain easements and rights in, over to and about Green Valley Meadows and certain restrictions upon the manner of use, improvements and enjoyment of the aforementioned lots in Green Valley Meadows and do impose hereby certain restrictions on such lots in said Green Valley Meadows.

NOW THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Green Valley Meadows as an architecturally harmonious, artistic and desirable residence district, James A. Baisden Construction Co., the owners, for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Green Valley Meadows hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

ARTICLE I

Section 1. All lots in Green Valley Meadows shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including minimum of 1-1/2 car garage, which shall be an integral part of the dwelling. Said dwelling shall be used exclusively for private residence purposes by a single family, including such family's servants.

Section 2. No dwelling, porch, veranda, attached garage, driveway, basement, swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof, be made unless arched, maintained, changed or altered in accordance with the detailed plans and specifications therefore showing the size, location, gradation, elevation, type, style or architecture, cost, use, and materials of construction thereof, color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by Owner, and a true copy thereof permanently lodged with the Owner.

Section 3. No portion of the within described premises nearer to any street than the building set-back line or lines 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), the planting of
trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains, and similar ornaments, for the purpose of beautifying said premises; vegetables, so-called, and grains of the ordinary garden or field variety may be grown upon each portion thereof and not to exceed 10' x 10' in total area, but no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 4. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises without written consent of Owner having been first obtained. Notwithstanding this restriction, the erection of “split rail” type fences are hereby authorized provided such “split rail” fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision. The erection of "chain link" type fences is specifically prohibited in Green Valley Meadows.

Section 5. Owner reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 6. Owner reserves the exclusive right to grant consents for the attraction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 7. Owner reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on the plat of part of Green Valley Meadows, 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 incidents and appurtenances; and so building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in the plats of part of Green Valley Meadows, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

Section 9. No well for gas, oil or other substance, shall at any time, whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises; provided, however, that a well for water may be installed, erected or placed upon said premises upon obtaining the written consent of the Owner or its assigns.

Section 10. No building, structure or装置 shall be erected, placed, or suffered to remain upon said premises, or upon or visible from the outside of said dwelling without the written consent of Owner, or its assigns first having been obtained.

Section 11. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained upon any part of any lot or tract. Owner 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 become and not becoming a nuisance to the owners or inhabitants of Green Valley Meadows. Such household pets will not be kept, bred or maintained for any commercial purpose.
Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No laundry shall be hung for drying on Sundays or other legal holidays. All laundry, or other articles, shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

Section 13. 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 the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Owner.

Section 14. Owner reserves and hereby is 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 through which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Owner, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Owner 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 thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Owner shall at any and all times have the right to enforce the same.

Section 15. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Green Valley Meadows unless completely within the closed garage. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any lot in Green Valley Meadows provided, however, that a gardenhouse, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of Owner, or its assigns.

Section 16. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color whereon, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach and garage entrance shall have been first approved in writing by Owner, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Owner, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 17. No dwelling erected in said Green Valley Meadows shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications of the same. All approved structural materials must be completed by an owner within six months following the date of the issuance of a building permit. All building materials to be used in the construction of any structure to be erected, or in any residential lot, may be stored thereon, but shall be removed therefrom within 90 days after their delivery to said lot, and shall be removed therefrom. No wood, used or otherwise, other than incidental to construction of approved structures, shall be removed from said lot without the written approval of Owner.

Section 18. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Owner.

Section 19. In all instances where plans and specifications are required to be submitted to and are approved by Owner, 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.
ARTICLE TWO

Section 1. At any time after the sale of fifty (50) or more lots in Green Valley Meadows, Owner may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Green Valley Meadows Property Owners' Association", or a name similar thereto, and upon the formation of such association, every Owner (meaning a full building site) shall become a member therein, and each such Owner, including Owner, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the private park, entrance, boulevard and cul-de-sac lands contained in Green Valley Meadows and/or for their maintenance providing general benefit for the subdivision.

Section 3. Upon the sale of all lots in this subdivision, Owner will by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the said Owner, which said assignment shall be recorded in the Office of the Recorder of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments, and the jurisdiction, rights and powers of Owner, created or reserved by this Declaration or by plat of deed restrictions heretofore recorded, and all easements, rights of way, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and more to the benefit of such owner, in like manner through the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Owner the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to dower, saith and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Owner 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. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Green Valley Meadows and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns, who hold any interest, whatever, in said Green Valley Meadows, regardless of whether or not in what manner said interest is acquired by contract, inheritance or otherwise.

Section 3. The above restrictions imposed in this Declaration shall not be interpreted or waived, nor any failure to enforce the provisions hereof, in any manner how any violation or breaches may occur.

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

Section 5. A violation of any of the rules and regulations adopted by Owner shall be deemed a violation of this Declaration and may be enjoined as herein provided.
Section 6. Owner reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.

IN WITNESS WHEREOF, said JAMES A. BAISDEN CONSTRUCTION CO., a Partnership, has caused its name to be subscribed to these presents by its Managing Partner this 10th day of OCTOBER, 1978.

JAMES A. BAISDEN CONSTRUCTION CO.

WITNESSETh

[Signatures]

STATE OF OHIO )

) ss:

COUNTY OF LUCAS )

Before me, a Notary Public in and for said County, personally appeared JAMES A. BAISDEN, managing partner of JAMES A. BAISDEN CONSTRUCTION CO., a Partnership, who acknowledged that he did sign said instrument as managing partner on behalf of said partnership and that said instrument is the voluntary act and deed of said partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 10th day of OCTOBER, 1978.

[Signature]

Notary Public

ANN F. EDWARDS

Notary Public, Lucas County, Ohio

RECEIVED & RECORDER

DEC 5 - 1978 12:50PM

RECORDED, LUCAS COUNTY, OHIO

781497A11
DEVELOPER'S TERMINATION OF RESPONSIBILITY UNDER DECLARATION OF RESTRICTIONS FOR GREEN VALLEY MEADOWS LOTS NUMBER 1-99

WHEREAS, the James A. Baisden Construction Co., an Ohio Partnership (hereafter Baisden), states that it was the owner of Green Valley Meadows Lots Number 1-99; and

WHEREAS, Baisden established a Declaration of Restrictions for Green Valley Meadows Lots Number 1-99 and caused it to be recorded on December 5, 1978, at Document 78-1497-A07, Lucas County Records; and

WHEREAS, Baisden has sold all of the lots in Green Valley Meadows Lots Number 1-99.

NOW THEREFORE, Baisden does hereby assign all of its right, title, interest, duties, obligations, and responsibilities in and to the Declaration of Restrictions for Green Valley Meadows Lots Number 1-99 and any other interest it may have of whatever kind or nature in Green Valley Meadows Lots Number 1-99 to the Green Valley Meadows Property Owners' Association, either now existing or created in the future.

Further, Baisden hereby terminates all of its right, title, interest, duties, obligations, and responsibilities in and to the Declaration of Restrictions for Green Valley Meadows Lots Number 1-99 and terminates any other interest of whatever kind or nature it may have in Green Valley Meadows Lots Number 1-99.

IN WITNESS WHEREOF, said James A. Baisden Construction Co., an Ohio Partnership, has caused its name to be subscribed to these presents by its Managing Partner this 26th day of November, 1991.

WITNESSES:

JAMES A. BAVISDEN CONSTRUCTION CO.
By People's Service Company, Inc.

By: Lawrence Boyer, Vice President

91.1830A09
STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared People's Service Company, Inc. by James H. Petty, Vice President, managing partner of James A. Baisden Construction Co., an Ohio Partnership, who acknowledged that he did sign said instrument as Vice President of the managing partner on behalf of said partnership and that said instrument is the voluntary act and deed of said partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of November, 1991.

Connie J. Michalak
Notary Public

CONNIE J. MICHALAK
Notary Public — State of Ohio
My Commission Expires Apr. 7, 1996

RECEIVED &Recorded
DEC 03 1991
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RECORDERTUCAS COUNTY,OHIO
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