Haley Hollow

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DECLARATION OF RESTRICTIONS FOR

HALEY HOLLOW

A SUBDIVISION IN THE CITY OF OREGON, LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS, made and entered into by Green Bear Partners, Ltd., hereinafter called "Developer", this 1st day of March, 2003.

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of a certain parcel of land situated in the City of Oregon, Lucas County, Ohio, hereinafter referred to as Haley Hollow, a subdivision in the City of Oregon, Lucas County, Ohio. Haley Hollow is intended to be a single-family residential subdivision developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the City of Oregon, Lucas County, Ohio.

WHEREAS, Developer has caused a plat of the above described property to be prepared and recorded, which plat provided for the following: 1. Subdivision of said land known and hereinafter referred to as Haley Hollow; 2. The dedication to public use of certain streets and ways therein; and 3. The reservation of certain easements therein for installation and maintenance of public utility service; and

WHEREAS, Developer desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Haley Hollow, certain easements and rights in, over and to Haley Hollow, and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Haley Hollow and to impose hereby certain restrictions on such lots in said Haley Hollow;

NOW, THEREFORE, The Developer in consideration of these premises and in consideration of the enhancement in value of the above-described land, and to afford purchaser protection in the use and occupancy thereof, for the purpose for which the same are designated, and to provide a uniform general plan for the improvement, development, use, occupancy, enjoyment of said Haley Hollow as an architecturally harmonious, architect and desirable residential district, Developer, the owner, for itself, its successors and assigns, does hereby declare, covenant and stipulate that each said lots in Haley Hollow shall hereafter be sold, conveyed or transferred by Developer, its successors and assigns, including transfers by operation of law, shall hereafter be deemed sold, conveyed or transferred, subject to the following covenants, conditions, agreements and restrictions, to wit:

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ARTICLE ONE

Section One: Haley Hollow shall consist of 26 residential lots, and shall be used and occupied solely for private residential purposes by a single family, including their family servants, and no other than one (1) single family residence of not less than 1,600 sq. ft. ranch, 1800 sq. ft. two story of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages), private residence purpose building, said building to include an attached two (2) car garage, hereinafter for convenience called “dwelling”, shall be erected, reconstructed or placed or suffered to remain thereon, and no part of any said lot in Haley Hollow shall be used for any non-residential purpose, except as otherwise provided herein, or as specifically permitted by the provisions hereof.

Section Two: Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of each said lot, as shown on the plat of Haley Hollow designated as utility right-of-ways 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. No building or other structure for any part of the property in Haley Hollow, over or upon which easements for installation and maintenance of public utilities and storm sewers will be or have been granted.

Section Three: Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes, cablevision and conduits, or other public utility facility, together with the necessary or proper incidents and appurtenances, in, through, and under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section Four: The plans and specifications for all buildings, landscaping, and other improvements and structures to be constructed and/or situated on any residential lot within the plat shall be submitted for examination to the Developer and written approval of the developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The developer shall approve or reject modifications of all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to do so, respond within such period shall be deemed to be disapproval of the submissions. The plans and specifications to be submitted shall show the size, location (two copies) of a surveyed proposed location plan shall be submitted, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvements, the grading plan from the building site and the finished grade elevations thereof. A competent architect or draftsman shall prepare such plans and specifications and two (2) complete set shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. Under
no circumstances shall prefabricated, manufactured, or modular homes or residences be approved for or constructed within the plat. Dwelling will require at least a three-foot high and a two-foot wrap of wainscoting made of brick, derivate, or other masonry, or cultured stone. Roof pitch and overhangs to be specified and specifically approved by developer at the time of plan review. Developer reserves at its sole option the authority to approve or reject any plan submitted.

Section Five: an owner must complete all residences within one year following the commencement of construction on any lot. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer. No animal of any sort may be permitted to be left outside unattended or be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer. No signs of any character other than signs of not more than ten square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the expressed written consent of the Developer. Developer will display a project sign at the entrance until all lots and or homes owned by Developer are sold. No trailer/camper, RV, basement, tent, garage, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time shall any shed, tent, barn, shack, or other outbuilding be permitted to be located or placed on any lot within Haley Hollow without written consent from Developer. Any truck, boat, bus, tent, mobile home, trailer/camper, RV or other similar housing device if stored on any residential lot in the Plat, shall be suitable housed within the attached garage. No lot shall be used for storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon said lot, building material not incorporated in said building within ninety days after it is delivered to said lot shall be removed there from. An owner must complete structures within six months of the date of construction. No tanks storing propane gas or other fuel oil, used for heating a dwelling, shall be permitted on any lot. Any accumulations of firewood shall be stored out of the view from the street or streets. All rubbish, debris and garbage shall be stored in enclosed containers. The enclosed containers shall remain out of view from the street or streets except for the time scheduled for the removal of rubbish, debris and garbage.

Section Six: No dwelling shall be erected, reconstructed, place or suffered to remain upon any residential lot nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said subdivision, nor to a sideline or rear line than shall be determined by Developer in writing at the time the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed on the front, side and rear lines of said lot, shall apply to and include porches, verandas, porte-cochere, and other similar projections of said dwelling. No structure constructed or erected within the Plat shall be greater than two and one-half stories, nor more than thirty-five feet in height above the main (first) floor level, unless
approved by the Developer in writing. Except for compatibly colored television receiving dishes, no greater than 24 inches in diameter, and located on a residence so as to not be visible from the street, no aboveground swimming pools, radio or television receiving equipment, enclosures or other removable personal property of any kind shall be permitted, installed or maintained on any residential lot within the Subdivision.

Section Seven: At the time of beginning construction each lot owner will install a temporary driveway of acceptable Ohio EPA standards installed in order to reduce soil erosion and keep the streets free of dirt and mud. Notwithstanding anything to the contrary contained in the Plan, the owner of each lot in the plat shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot (which shall be placed through the driveway as appropriate) at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to do so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. Developer, if not now established, shall determine the location and design of all driveways, in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway, which shall be either asphalt or concrete, shall be submitted to Developer and its approval thereof endorsed thereon in writing. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Haley Hollow. Deviations from such established grades are strictly prohibited unless first approved by the Developer in writing. The portion of each lot lying between the building setback line and the street or streets shall be used for lawn purposes only, except that it shall be required that each lot owner, within one year from the date of purchase and closing of the lot, or at the time of construction of the residence dwelling, whichever time or event occurs first, shall plant a minimum of two trees. It shall be of the following types: White Birch, Silver Maple, Crimson Maple, Red Oak, Green Spire Linden or such other tree approved by the Developer after written application by the lot owner. If a lot owner does not comply with the requirements of this section, the Developer shall have the right, without notice to the lot owner, to cause said trees to be planted at the sole cost and expense of the lot owner. This expense shall include all planting costs plus fifteen percent as and for contracting, supervision and other related costs of the Developer. No fence shall be erected or maintained in the portion of each lot lying between the building setback line and the street or streets. A lot owner may erect and maintain a fence commencing at the rear of the dwelling and extending to and across the back lot line. The fence shall be constructed of split rails only. Subject to the approval of the Developer, a lot owner may place wire between horizontal rails, and the bottom rail and the ground.

Section Eight: No spirits, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon
said premises. No well for gas or oil shall at any time, whether intended for temporary or permanent purpose, shall be erected, place or suffered to remain on said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lawn, except in the rear yard. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. The Developer shall approve all clothes poles.

Section Nine: These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer until the first day of January, 2023 at which time these covenants and restrictions shall be automatically extended of successive periods of ten years. These covenants and restrictions may be amended or revoked by Developer unilaterally as long as Developer owns one lot in Haley Hollow or with the approval of the then owners of not less than seven-five percent of the residential lots in the Plat which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by the Developer, or by all necessary approving lot owners, as the case may be, with the formalities required by law. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or recover damages for such violation or attempted violation. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer as the address as first indicated above. 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. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape dimensions, type of structure, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvement.
IN WITNESS WHEREOF, The undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES:

David W. Childers, Member
Green Bear Partners, Ltd.

Terry L. Jatecki, Member
Green Bear Partners, Ltd.

Prepared By: Green Bear Partners, Ltd.

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 19th day of June, 2003, by David W. Childers and Terry L. Jatecki, members of Green Bear Partners, Ltd., an Ohio limited liability company, on behalf of said company.

GREEN BEAR PARTNERS LTD
2539 ORKNEY DR.
TOLEDO, OHIO 43606

GINA B. GORBELL
Notary Public

Notary Public, State of Ohio
Commissions Expires 4-3-2005