HOLLAND FARMS

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 RIGHTS AND RESTRICTIONS

WHEREAS, David E. Zerbey and Diana L. Zerbey, residents of the State of Ohio, Lucas County, hereinafter called "Developer", are the owners in fee simple of the following described property:

The North one-half (1/2) of Lot Number Twenty (20) in Holland Farms Addition in Springfield Township, Lucas County, Ohio in accordance with Volume 29 of Plats, page 41.

Lot Number Twenty-one (21) in Holland Farms Addition in Springfield Township, Lucas County, Ohio in accordance with Volume 29 of Plats; page 41.

WHEREAS, Developer desires to establish a general plan for the development of Lots and to establish restrictions upon the manner of use, improvement and enjoyment of the numbered Lots which will make said Lots more attractive for residential purposes and will protect present and future owners of said Lots in the enjoyment of their property for residential purposes.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that all lots shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I
Use of Land

1.1 No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, no more than a two-story structure. Said residence shall have a minimum square foot area of 1,500 feet excluding garage and basement. Garages shall be attached to the residence and shall have not less than 2 bays and shall be side loaded from the south or left side of lot. The residence shall be set back from the road a minimum of 200 feet but not further than 250 feet. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes.
by a single family and such family's servants if applicable. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for (1) single-family residence dwelling provided that such parcel is not smaller than the smallest lot in the subdivision.

1.2 No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained or any such lots other than a well for water for recreation or maintenance purposes.

1.3 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently in lots. No dwelling erected in lots shall be used as a residence until the exterior thereof has been completed.

1.4 Any truck, boat, bus, tent, mobile home, motor home, recreational vehicle, or other similar object, if stored on any lot, shall be housed within a garage or barn or behind the residence.

1.5 No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or materials; except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots.

1.6 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.

1.7 Driveways to homes and garages shall be 10 feet wide and at the minimum gravelled. Any out buildings, including barns, garages, etcetera, shall be painted the same color as the residence, all earth-tone colors. Out buildings to be back at least 75 feet behind the home, but no further than 135 feet. Any out buildings constructed shall be of a poll-type or foundation-type construction, and the maximum size of said out buildings shall be 40' x 60' with the narrower width
facing the road.

1.8 No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of lots shall be used for any purposes other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, covers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure.

1.9 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be conducted upon any part of the property, nor shall anything be done thereon which may be or become an annoyance or nuisance.

1.10 No dog or cat kennels or boarding businesses shall be allowed on the lots, nor shall ponds or swimming pools be permitted in front of the residences. Sporting equipment such as basketball courts, volleyball courts, etc., shall be located in back of the residences.

ARTICLE II
Declaration of Restrictions Amendments

2.0 These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January, 2010, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

2.1 These covenants and restrictions may be amended prior to January 1, 2010, with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Lots, which shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2010, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Lots upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.
ARTICLE III
Enforcement of Restrictions, Other Matters

3.1 Any violation or attempt to violate any of the covenants or restrictions hereof while the same are in force shall be unlawful. Any person or persons owning any lot in Lots may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or those from so doing, to cause the removal of any violation and/or to recover damages for such violations or attempted violation.

3.2 Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of Lots shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3.3 All transfers and conveyances of each and every lot in Lots shall be made subject to these conveyances and restrictions.

3.4 Any notice required to be sent to any owner of Lots shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner.

3.5 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.

IN WITNESS WHEREOF, David E. Zerbey, and Diana L. Zerbey have caused this Declaration of Rights and Restrictions to be executed on their behalf this 27th day of August, 1998.

Witness:

David E. Zerbey, by John V. Kean,
Attorney-in-fact
STATE OF OHIO
COUNTY OF LUCAS

Before me, a notary public, in and for said county, personally came David E. Zerbey and Diana L. Zerbey, husband and wife, by John V. Kean, their attorney-in-fact, and did sign as his voluntary act and deed.

Notary Public

RECEIVED & RECORDED
AUG 31 1998
2:41 PM
SUE RIIOUX
RECORDER, LUCAS COUNTY, OHIO

98 3397C07