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ADDITION OF "HUNTER'S GREEN"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Moses and Sloan, an Ohio General Partnership, hereinafter referred to as "DEVELOPER", this 29th day of October, 1986.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio, viz:

Lots Numbers One (1) through Thirty-Two (32), both inclusive, in Hunter's Green, a Subdivision in Sylvania Township, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as the "FLAT", and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of the Plat, certain easements and rights in, over and to the Plat and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme thereof, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes. Lots Numbers One (1), Two (2), Thirty-One (31) and Thirty-Two (32) may be used for the construction of two-family residences. Lots Numbers Three (3) through Thirty (30), both
inclusively, shall be used exclusively for single family purposes. No dwellings shall be erected, reconstructed, placed, or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the Plat of said Subdivision, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said dwelling house shall be placed from the front, side and rear line of said premises shall apply to and include porches, verandas, porte cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded Plat of Hunter's Green, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 5. 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 and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, 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 shall be located to all of the covenants, rights, terms, reservations, limitations and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. No radio or television antennae or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on said premises.

SECTION 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located,
SECTION 6. No portion of the within described premises nearer to any highway 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 statuary fountains, and similar ornamentations for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects 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. Within six (6) months after a residence has been completed and occupied on any lot in Hunter's Green, the front yard of said lot shall be sodded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be sodded from the front of the single family residence to the curb line and the side yard facing the dedicated public street shall be sodded from the single family residence to the curb line. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

SECTION 7. In connection with the provisions contained in Section 3 above, it is hereby provided that, if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason, satisfactory to him, the endorsement of the provisions of said section would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.
SECTION 8. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone, telegraph and cable television poles, lines and conduits, and gas, sewer and line and conduits or any other public utility facilities, together with the necessary or proper inclosures and appurtenances, in through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

SECTION 9. Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot, as shown on the Plat of Hunter’s Green designated as “Utility Easement,” for the construction, operation and maintenance of electric light, telephone, telegraph and cable television 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 inclosures and appurtenances, and no building or other structure, or any part thereof shall be erected, or maintained upon any part of the property in Hunter’s Green, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

SECTION 10. No spirituous, vinous, or fermented liquors or any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well, well for gas, water, oil or other substance, shall be any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities, and Developer approves the location and other specifications in writing), or 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 tenants of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of the dwelling without the consent of Developer first having been obtained. No standard real estate sign not exceeding six (6) square feet in area, on a side and advertising the lot or dwelling “For Sale” or “For Rent” shall, however be permitted. The right is reserved by Developer to
small structures and place signs on any unsold lot or improvements thereto.

SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Developer 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 a nuisance to the owners of inhabitants of Hunter's Green.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except for pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called) shall be parked, stored or suffered to remain upon said premises or in the streets within Hunter's Green unless parked or stored within a garage on said premises out of view.

SECTION 13. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

SECTION 14. All dwellings shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service. In addition, each dwelling must have sidewalks constructed as prescribed by the Lucas County Ohio Engineer. Furthermore, each builder of dwellings on any lots in Hunter's Green shall comply with the site grading plan prescribed by the Lucas County Ohio Engineer. Said Lucas County Ohio Engineer may determine that certain lots may require retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County Ohio Engineer and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 15. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth less than four (4) inches.

SECTION 16. Developer, subject to Section 15 above, reserves the sole and exclusive right to establish the nature, number, size and design of said swimming pools.
nor described, or to the grade at which any dwelling shall thereafter be erected or placed hereon, so that the same may conform to a general plan.

SECTION 17. 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, basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris, or containers be visible from any street in the front or at the side of the dwelling. Additional regulations for storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

SECTION 18. Developer reserves and is hereby 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 as to 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, by or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason whereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer 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 Developer shall at any and all times have the right to enforce the same.

SECTION 19. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 20. In all instances where plans and specifications are required to be submitted to and are approved by Developer, 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.

SECTION 21. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other action shall be valid if accomplished by Developer, or its successors
ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of all dwellings in said Hunter's Green (or less than the sale of all dwellings as Developer may determine), Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Hunter's Green 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 thereof. Each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for which each lot owned by him is provided, however, that where title to a lot is held in more than one person, such co-owners acting jointly shall be entitled to but one vote. If two-family dwellings are constructed on any of the aforementioned lots, the owner(s) of such two-family dwellings shall be entitled to one vote in matters which come before the Hunter's Green Property Owners Association. Until such association is formed, Developer shall retain all the rights, privileges and powers as are herein provided.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association, 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.

SECTION 3. Developer, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with all the rights, privileges and powers herein retained by the said Developer, and such assignment shall be recorded in the office of the Recorder of Lucas County, Ohio.
SECTION 1. Each grantee of Developer, by the acceptance of a Deed of
Grant, accepts the same subject to all restrictions, conditions,
covenants, reservations, easements and the jurisdiction, rights and powers of
Developer created or reserved by this Declaration of Restrictions or by
Plat or Deed restrictions heretofore recorded, and all easements, rights,
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 inure to the
beneﬁt of such owner, in like manner as though 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 Developer or its succesors,
or assignees, or the Association, the right (a) to enter upon the land upon
which or as to which such violation or breach exists, and to summarily abate
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 Developer or its successors or assignees, or the
Association, or its agents 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. All restrictions, covenants, conditions, agreements and
other provisions herein contained shall be deemed subject to and subordinate
to all mortgages or deeds of trust in the nature of a mortgage now or hereafter
executed, encumbering any of the real property herein described, and none of
said restrictions, covenants, conditions, agreements or other provisions shall
survive or in any way reduce the security or affect the validity of any such
mortgage or deed of trust in the nature of a mortgage. It is distinctly
understood and agreed, however, that if any portion of said property is acquired
in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under
the provisions of any deed of trust in the nature of a mortgage, or under any
judicial sale, any purchaser at such sale, his heirs, successors or assigns,
shall hold any and all property so purchased or acquired subject to all of the
restrictions, covenants, agreements, conditions and other provisions of this
Declaration.

SECTION 3. 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.
SECTION 4. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction, provision, shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration.

SECTION 5. Developer reserves the right to change, modify, alter or amend any of the restrictions and covenants herein contained, except those set forth in Section 8 or Article One hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the property owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Moses and Sloan, an Ohio General Partnership composed of Richard G. Moses and Gary Sloan, has caused this Declaration to be signed by Richard G. Moses and Gary Sloan, being all of the partners, on the day and year first above written.

WITNESSES:

MOSES AND SLOAN, an Ohio General Partnership,

by, Richard G. Moses, Partner

by, Gary Sloan, Partner

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Richard G. Moses and Gary Sloan, being all of the Partners of Moses and Sloan, an Ohio General Partnership, who acknowledged that they did sign said instrument and that the execution of said instrument is their voluntary act and deed and the voluntary act and deed of said Moses and Sloan, an Ohio General Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sylvania Township, Lucas County, Ohio this 27th day of October, 1986.

FRED X. VON RING

Notary Public in and for the State of Ohio

CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, The Toledo Trust Company, Mortgagee of Lots Numbers 27 through Thirty-Two (32), both inclusive in Hunter's Green, a Subdivision in Sylvania Township, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions for Hunter's Green, a Subdivision in Sylvania Township, Lucas County, Ohio, this 27th day of October, 1986.
Before me, a Notary Public in and for said County and State, personally appeared the above-named Richard A. Fields, Vice-President of The Toledo Trust Company, Mortgagee of Lots Numbers One (1) through Thirty-Two (32), both inclusive in Hunter's Green, a Subdivision in Sylvania Township, Lucas County, Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed and the voluntary act and deed of the said The Toledo Trust Company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Lucas County, Ohio, this 24th day of October, 1996.

[Seal]

KAREN A. JOHNSON
Notary Public

PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 17772, REV. CODE NO. 83-742005, FLD. 8-9-83
BILL COPELAND, RECORDER, BY 0.75

RECEIVED &Recorded

NOV 21 1996
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

This instrument prepared by:
Thomas L. Schlauchter, Attorney
625 Madison Avenue
Suite 810
Toledo, Ohio 43604