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ADOPTION OF HYDE PARK

and

DECLARATION OF RESTRICTIONS THEREFOR

This declaration, made and entered into by

RICHARD E. HARRIS

this 15th day of October, 1975.

WITNESSETH THAT:

WHEREAS, Richard E. Harris is the owner of the following described real estate, situated in the City of Haunee, Ohio, viz:

Lots numbers 1 thru 174 in HYDE PARK, a Subdivision in the City of Haunee, Ohio, all of which real estate is hereinafter for convenience referred to as "HYDE PARK";

and

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

NOW, THEREFORE, Richard E. Harris as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No structure, 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 of architecture, use, the materials of construction thereof, the color scheme therefore, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said structure or dwelling shall have been approved in writing by Richard E. Harris, his successors or assigns, and a true copy of said plans, specifications and detail shall have been lodged permanently with Richard E. Harris, and no structure or 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. Lots in Hyde Park shall be occupied as follows:

1. Single family dwellings
   - Lots 28 through 62
   - 66 through 90
   - 129 through 140

2. Two family dwellings
   - Lots 5 through 27
   - 63 through 65
   - 106 through 108
   - 118 through 128

3. Four family dwellings
   - Lots 91 through 94
   - 99 through 100
   - 109 through 117

4. Townhouse dwellings
   - Lots 1 through 4
   - 95 through 98
   - 101 through 104

5. Commercial Structures and uses
   - Lots 141 through 174
Section 3. No dwelling shall be used for other than residential purposes, nor shall any conversion or alteration be made to any dwelling or premises thereof, for use other than for residential purposes.

Section 4. No residential structure shall exceed 2-1/2 stories in height.

Section 5. Commercial lots shall be used only for retail sales and services, professional or business services, hotels, motels, restaurants, commercial schools, administrative offices, and uses of a similar nature. Truck parking, storage of materials, and assembly of materials or products shall be allowed only as activities secondary to or servicing commercial uses. The right of interpretation or enforcement of appropriate uses is to be exercised by Richard E. Harris, his successors or assigns.

Section 6. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said subdivision. Restriction in the zoning code of the city of Hauk is to the distances at which said dwelling house shall be placed from the front, side, and rear lines of said premises, shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed shall be 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 Hyde Park, but only with the written consent of Richard E. Harris.

Section 7. 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, in the case of a single family dwelling 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 therefore, 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 Richard E. Harris, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Richard E. Harris, 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, in the case of a single family dwelling, 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 8. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by Richard E. Harris in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Richard E. Harris. Complete specifications for construction of driveway shall be submitted to Richard E. Harris and his approval thereof endorsed thereon in writing.

Section 9. No portion of the within described premises nearer to any highway than the building setback line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn or landscaped area; 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 ornaments, for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown or remain anywhere upon such portion thereof; and 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. No hedge shall be erected, placed or suffered to remain upon said premises until the written consent of Richard E. Harris shall have first been 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 10. In connection with the provisions contained in Section 6 above, it is hereby provided that if, in the opinion of Richard E. Harris, 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 it, the endorsement of the provisions of said Sections would work a hardship, Richard E. Harris 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 11. Richard E. Harris reserves the exclusive right to grant, consents for the construction operation and maintenance of electric light, telephone and telegraph, cable television poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents 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 12. Richard E. Harris reserves to himself, his successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Hyde Park designed as utility rights of way, for the construction, operation and maintenance of electric lights, telephone and 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 incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Hyde Park, over or upon which easements for the installation and maintenance of public utilities are to be or have been granted.

Section 13. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, except upon commercial lots; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained, or permitted except upon said commercial lots. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon 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 pole, or overhead or exposed wires, whether for use in connection with radio, telephone, cable television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, unless for the purpose of advertising the sole of said premises, identification sign, or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of any dwelling or structure without the consent of Richard E. Harris first having been obtained. The right is reserved by Richard E. Harris to erect small structures and place signs on any unsold lots or improvements thereon.

Section 14. 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. Richard E. Harris 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 Hyde Park.

Section 15. 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 then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling unit. 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. No motorized yard equipment, including power mowers, power shears, and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 16. Richard E. Harris reserves the sole and exclusive right to establish grades and slopes on the premises herein described, so that the same may conform to a general plan. The grade of the ground or first floor of all dwelling or residential structures occupying lots numbered 1 through 94, 99 and 100, and 109 through 117 shall be established at an elevation 30 inches above the elevation of the top of the curb at the midpoint of the principle frontage of said lot.

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 a garage, or basement or three sided enclosure of six feet in height. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Richard E. Harris.

Section 18. Richard E. Harris 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 be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Richard E. Harris, and Richard E. Harris shall not, by reason thereof, be deemed guilty of trespass for such entry, abatement or removal. A failure of Richard E. Harris 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 thereto or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Richard E. Harris 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 Richard E. Harris.

Section 20. In all instances where plans and specifications are required to be submitted to and are approved by Richard E. Harris, 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 those restrictions.

Section 21. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modifications, consent or any other action by Richard E. Harris, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Richard E. Harris, and approved by the written powers of attorney of Richard E. Harris as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon sale of lots and construction of not less than three hundred dwelling units in HYDE PARK, Richard E. Harris may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HYDE PARK RESIDENTIAL PROPERTY OWNERS ASSOCIATION", or a name similar thereto. Upon formation of such association, every owner of a lot in the residential portion of Hyde Park shall become a member thereof. Until all lots are sold, Richard E. Harris shall represent all unsold lots, and Richard E. Harris shall maintain at least one vote in the association upon sale of all lots in Hyde Park. Each owner or owners of a lot or lots shall be entitled to votes equal to the number of residential dwelling units on his or their lot or lots.

Section 2. Upon sale of not less than eighteen commercial lots in HYDE PARK, Richard E. Harris may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HYDE PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION", or a name similar thereto. Upon formation of such association, every owner of a lot in the commercial portion of Hyde Park shall become a member thereof. Until all lots are sold, Richard E. Harris shall represent all unsold lots, and Richard E. Harris shall maintain at least one vote in the association upon sale of all commercial lots in Hyde Park.

Section 3. Members of either property owners association may, by 2/3 vote of their members, amend their membership rules to allow tenant representation in the association. In no case shall tenant representation constitute more than 1/3 the membership of either association.

Section 4. Each association, by vote of 2/3rds 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 or owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.
Section 5. Maintenance, conservation or beautification of common areas, public land, or open space easements may be provided for by either Association for lands within or adjoining lands owned by their members. If common maintenance, conservation or beautification is undertaken by either Association, then, prior to said undertaking, the Association shall by 2/3 vote adopt rules, regulations and standards for such maintenance, conservation or beautification, and it shall by 2/3 vote, adopt rules for payment of the costs of such work to be apportioned among the members of said Association. Cost, so levied, shall be binding upon each member of said Association.

Section 6. Richard E. Harris by an instrument in writing, in the nature of an assignment, vests each association, if and when formed, with the rights, privileges and powers herein retained by the said Richard E. Harris, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

ARTICLE THREE

Section 1. A scenic easement over portions of certain lots is retained by Richard E. Harris. Said easement is shown on the plan attached and made a part of this Declaration and is indicated as the "Hellman Valley Open Space Reserve". Said reserve is comprised of portions of the following lots and as shown on said plan:

Lots 1 through 5
7 through 16
17 through 19
65, 72, 73
84 through 97
103
136 through 140

Section 2. Owners or residents of lots in Hyde Park shall have rights of access within the areas of said easement. Such access shall be for purposes of walking or general leisure activities. Organized or active recreation activities shall not be permitted. Owners of lots containing scenic easements retain full rights of access within their easement.

Section 3. Owners of lots containing scenic easements shall be responsible for development of landscaping and for maintenance of landscaping within the scenic easement of their lot. No fencing or screen shrubbery shall be erected with the easement, nor shall any obstruction to access be erected. Landscaping shall be developed in accordance with approved plans for the Hyde Park Planned Unit Development as approved by the City of Maumee. The Hyde Park Residential Property Owners Association may assess the cost of maintenance of scenic easement areas to property owners, in accordance with Article Two, Section 6 of this Declaration.

Section 4. Richard E. Harris assigns the right of access within the scenic easement to the City of Maumee for purposes of maintaining watercourses and storm sewerage facilities.

Section 5. No scenic easement or portion thereof shall be sold, transferred, or assigned independent of sale, transfer or assignment of the remainder of a lot.

Section 6. No deed, instrument, or restriction shall place limitations on the use of land within a scenic easement, nor shall in any manner restrict access by residents or occupants of Hyde Park.

ARTICLE FOUR

Section 1. Each grantee of Richard E. Harris, by the acceptance of a deed of conveyance, accepts the same subject and the jurisdiction, rights and powers of Richard E. Harris, created or reserved by this Declaration 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 though the provisions of this Declaration were recited and
stipulated at length in each and every deed of conveyance. The violation of any restrictions or condition, or the breach of any covenant or provision herein contained shall give Richard E. Harris or his successors or assigns, of the Associations, 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 therein contrary to the intent and meaning of the provisions hereof, and Richard E. Harris or his successors or assigns, or the Associations, 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 supersede or in any way interfere with 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 of 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, conditions, agreements 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 provisions hereof, of any part of such restriction, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Richard E. Harris reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 11 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Richard E. Harris or by the Property Owners Association 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 Richard E. Harris shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, Richard E. Harris has caused this Declaration to be signed by him on the day and year first above written.

Executed by Richard E. Harris in the presence of two witnesses and acknowledged by Richard E. Harris before a Notary Public, State of Ohio (seal), all on 10/15/75.

Received for record 11/4/75 and recorded in Volume 3162 Mortgages, Page 236.
ADOPTION OF HYDE PARK
AND
DECLARATION OF RESTRICTIONS THEREFOR

This declaration, made and entered into by RICHARD E. HARRIS this _ day of __________, 1974.

WITNESSETH THAT:

WHEREAS, Richard E. Harris is the owner of the following described real estate, situated in the City of Waupee, Ohio, viz:

Lots numbers 1 thru 174 in HYDE PARK, a Subdivision in the City of Waupee, Ohio, all of which real estate is hereinafter for convenience referred to as "Hyde Park";

and

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

NOW, THEREFORE, Richard E. Harris as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No structure, 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, the color scheme therefore, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said structure or dwelling shall have been approved in writing by Richard E. Harris, his successors or assigns, and a true copy of said plans, specifications and detail shall have been lodged permanently with Richard E. Harris, and no structure or 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. Lots in Hyde Park shall be occupied as follows:

1. Single family dwellings
2. Four family dwellings
3. Six family dwellings
4. Eight family dwellings

lots 5 through 80,
113 through 122
lots 81 through 83, and 89
Lot 84
Lot 85
5. Twelve family dwellings

6. Townhouse dwellings

7. Multifamily dwellings

Section 3. No dwelling shall be used for other than residential purposes, nor shall any conversion or alteration be made to any dwelling or premises thereof, for use other than for residential purposes.

Section 4. No residential structure shall exceed 2-1/2 stories in height.

Section 5. Commercial lots shall be used only for retail sales and services, professional or business services, hotels, motels, restaurants, commercial schools, administrative offices, and uses of a similar nature. Truck parking, storage of materials, and assembly of materials or products shall be allowed only as activities secondary to or servicing commercial uses. The right of interpretation or enforcement of appropriate uses is to be exercised by Richard E. Harris, his successors or assigns.

Section 6. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said subdivision. Restriction in the zoning code of the City of Maumee as to the distances at which said dwelling house shall be placed from the front, side, and rear lines of said premises, shall apply to and include porches, verandas, portes 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 acre or part of one, two or more lots delineated on the recorded plat of Hyde Park, but only with the written consent of Richard E. Harris.

Section 7. 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, in the case of a single family dwelling 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 thereof, 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 Richard E. Harris, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Richard E. Harris, 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, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms and reservations, limitations, agreements, and restrictions at any point herein made applicable to said dwelling.

Section 8. The location of any and all driveways shall be and remain as now established upon said premises or, if not now established, shall be determined by Richard E. Harris in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in
writing by Richard E. Harris. Complete specifications for construction of driveway shall be submitted to Richard E. Harris and his approval thereof endorsed thereon in writing.

Section 9. No portion of the within described premises nearer to any highway than the building setback line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn or landscaped area; 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 or remain anywhere upon such portion thereof; and 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. No hedge shall be erected, placed or suffered to remain upon said premises until the written consent of Richard E. Harris shall have first been 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 10. In connection with the provisions contained in Section 6 above, it is hereby provided that if, in the opinion of Richard E. Harris, 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 it, the endorsement of the provisions of said Sections would work a hardship, Richard E. Harris 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 11. Richard E. Harris reserves the exclusive right to grant consents for the construction operation and maintenance of electric light, telephone and telegraph, cable television poles, lines and conduits, and for water, gas, sewer, and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents 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 12. Richard E. Harris reserves to himself, his successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Hyde Park designed as utility rights of way, for the construction, operation and maintenance of electric lights, telephone and 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 incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Hyde Park, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 13. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, except upon commercial lots; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained, or
permitted except upon said commercial lots. No well for gas, water, oil or other substances shall at any time whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon 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 pole or overhead or exposed wires, whether for use in connection with radio, telephone, cable television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, unless for the purpose of advertising the sale of said premises, identification sign, or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of any dwelling or structure without the consent of Richard E. Harris first having been obtained. The right is reserved by Richard E. Harris to erect small structures and place signs on any unsold lots or improvements thereon.

Section 14. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any lot or tract. Richard E. Harris 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 Hyde Park.

Section 15. 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 then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling unit. 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. No motorized yard equipment, including power mowers, power shears, and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 16. Richard E. Harris reserves the sole and exclusive right to establish grades and slopes on the premises herein described, 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.

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 a garage, or basement or three sided enclosure of six feet in height. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time, be established by Richard E. Harris.

Section 18. Richard E. Harris 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 be or exists thereon contrary to the intent and meaning of the provisions as interpreted by Richard E. Harris, and Richard E. Harris shall not, by reason, thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Richard E. Harris 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 therefor or acquiescence in or consent to any
continuing further or succeeding breach or violation thereof, and Richard E. Harris 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 Richard E. Harris.

Section 20. In all instances where plans and specifications are required to be submitted to and are approved by Richard E. Harris, if subsequent thereto 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, modifications, consent or any other action by Richard E. Harris, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Richard E. Harris, and approved by the written powers of attorney of Richard E. Harris as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon sale of lots and construction of not less than three hundred dwelling units in Hyde Park, Richard E. Harris may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HYDE PARK RESIDENTIAL PROPERTY OWNERS ASSOCIATION", or a name similar thereto. Upon formation of such association, every owner of a lot in the residential portions of Hyde Park shall become a member thereof. Until all lots are sold, Richard E. Harris shall represent all unsold lots, and Richard E. Harris shall maintain at least one vote in the association upon sale of all lots in Hyde Park. Each owner or owner of a lot or lots shall be entitled to votes equal to the number of residential dwelling units on his or their lot or lots.

Section 2. Upon sale of not less than eighteen commercial lots in Hyde Park, Richard E. Harris may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HYDE PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION", or a name similar thereto. Upon formation of such association, every owner of a lot in the commercial portion of Hyde Park shall become a member thereof. Until all lots are sold, Richard E. Harris shall represent all unsold lots, and Richard E. Harris shall maintain at least one vote in the association upon sale of all commercial lots in Hyde Park.

Section 3. Members of either property owners association may, by 2/3 vote of their members, amend their membership rules to allow tenant representation in the association. In no case shall tenant representation constitute more than 1/3 the membership of either association.

Section 4. Each association, by vote of 2/3rds 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 or owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.
Section 5. Maintenance, conservation or beautification of common areas, public land, or open space easements may be provided for by either Association for lands within or adjoining lands owned by their members. If common maintenance, conservation or beautification is undertaken by either Association, then, prior to said undertaking, the Association shall by 2/3 vote adopt rules, regulations and standards for such maintenance, conservation or beautification, and it shall, by 2/3 vote, adopt rules for payment of the costs of such work to be apportioned among the members of said Association, so levied, shall be binding upon each member of said Association.

Section 6. Richard E. Harris by an instrument in writing, in the nature of an assignment, vests each association, if and when formed, with the rights, privileges and powers herein retained by the said Richard E. Harris, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. A scenic easement over portions of certain lots is retained by Richard E. Harris. Said easement is shown on the plan attached and made a part of this Declaration and is indicated as the "Heilman Valley Open Space Reserve". Said reserve is comprised of portions of the following lots and as shown on said plan:

Lots 1 through 5
7 through 14
17 through 19
65, 72, 73
84 through 97
103
136 through 140

Section 2. Owners or residents of lots in Hyde Park shall have rights of access within the areas of said easement. Such access shall be for purposes of walking or general leisure activities. Organized or active recreation activities shall not be permitted. Owners of lots containing scenic easements retain full rights of access within their easement.

Section 3. Owners of lots containing scenic easements shall be responsible for development of landscaping and for maintenance of landscaping within the scenic easement of their lot. No fencing or screen shrubbery shall be erected within the easement, nor shall any obstruction to access be created. Landscaping shall be developed in accordance with approved plans for the Hyde Park Planned Unit Development as approved by the City of Maumee. The Hyde Park Residential Property Owners Association may assess the cost of maintenance of scenic easement areas to property owners in accordance with Article Two, Section 6 of this Declaration.

Section 4. Richard E. Harris assigns the right of access within the scenic easement to the City of Maumee for purposes of maintaining watercourses and storm sewerage facilities.

Section 5. No scenic easement or portion thereof shall be sold, transferred, or assigned independent of sale, transfer or assignment of the remainder of a lot.

Section 6. No deed, instrument, or restriction shall place limitations on the use of land within a scenic easement, nor shall in any manner restrict access by residents or occupants of Hyde Park.
ARTICLE FOUR

Section 1. Each grantee of Richard E. Harris, by the acceptance of a deed of conveyance, accepts the same subject and the jurisdiction, rights and powers of Richard E. Harris, created or reserved by this Declaration 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 though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restrictions or condition, or the breach of any covenant or provision herein contained shall give Richard E. Harris or his successors or assigns, of the Associations, the rights (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 Richard E. Harris or his successors or assigns, or the Associations, 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 superecede 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 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 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, conditions, agreements 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 provisions hereof, of any part of such restriction, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Richard E. Harris reserves the right to change, modify, alter, or rescind any of the restrictions and covenants herein contained, except those set forth in Section 11 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Richard E. Harris or by the Property Owners Association 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 Richard E. Harris shall be assignable to, and shall inure to the benefit of their successors and assigns.
IN WITNESS WHEREOF, Richard E. Harris has caused this Declaration to be signed by ___________ on the day and year first above written.

Richard E. Harris

Two witnesses.

Acknowledged April 21, 1977 in Lucas County, Ohio before a Notary Public, State of Ohio, (Seal).

Received for record May 26, 1977 in Mortgage Record 77-537C09, Lucas County, Ohio records.
AMENDMENT TO THE HYDE PARK DECLARATION OF RESTRICTIONS

THIS AMENDMENT, made and entered into by RICHARD E. HARRIS, this 20th day of July, 1978.

WITNESSETH THAT:

WHEREAS, by Declaration of Restrictions recorded as Microfiche Number 77 537CO9 of the records of the Lucas County Recorder (hereinafter the "Declaration"), Richard E. Harris, as the owner of Lots One (1) through One Hundred Seventy-Four (174) in Hyde Park, a Subdivision in the City of Maumee, Lucas County, Ohio, submitted said lots to certain restrictions and covenants;

WHEREAS, Richard E. Harris, pursuant to Section 5 of Article Four of the Declaration, reserved the right to change, modify, alter or rescind any of the restrictions and covenants contained in the Declaration;

WHEREAS, Richard E. Harris desires, pursuant to Section 5 of Article Four of the Declaration, to change, modify, and alter Article Two of the Declaration.

NOW, THEREFORE, Richard E. Harris, pursuant to Section 5 of Article Four of the Declaration, hereby declares as follows:

1. Article Two of the Declaration is hereby changed, modified and altered by adding the following section:

Section 7. Each and every lot and lot owner in the residential portion of Hyde Park shall be subject to an annual assessment in such amount as may be annually determined by the affirmative vote of two-thirds (2/3) of the members present at any meeting of the Hyde Park Residential Property Owners Association. The annual assessments for each calendar year shall be determined by the Hyde Park Residential Property Owners Association, prior to the end of the preceding calendar year and shall be payable to the Hyde Park Residential Property Owners Association on or before the first day of March of each calendar year for such calendar year. The Hyde Park Residential Property Owners Association shall have a perpetual lien upon the lots to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner or owners of each lot at the time when the assessment fell due. Each annual assessment shall become a lien against each lot on the first day of the year in which it is due and shall be prorated between the owners of parts of lots in accordance with the proration which the area of
each part of a lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment is made. In default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that the Hyde Park Residential Property Owners Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

(Insert legal description)

HYDE PARK RESIDENTIAL PROPERTY OWNERS ASSOCIATION

By

President

STATE OF OHIO

) SS:

COUNTY OF

The foregoing instrument was acknowledged before me this day of 19,

by

President of Hyde Park Residential Property Owners Association, an Ohio corporation, on behalf of the corporation.

Notary Public

In the event any of said annual assessments are not paid when due, the Hyde Park Residential Property Owners Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of his lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due or from the lien there-
The aforesaid annual assessments shall be levied against all residential lots in Hyde Park except for any lots owned or leased by the Hyde Park Residential Property Owners Association for the common use and enjoyment of the owners of residential lots in Hyde Park. The assessments shall be applied only toward payment of the following costs and expenses:

(a) For the construction, improvement, maintenance, alteration and removal of all lands and easements and facilities thereon which may be designated for the common use and enjoyment of the owners of residential lots in Hyde Park, including, but not limited to, the construction, improvement, maintenance, alteration and removal of Heilman Valley Open Space Reserve, playground areas, swimming pools, tennis courts, paddle ball courts, lakes, bridges, dams, drainage channels, pathways, parks, boulevard areas, roadways and streets, and including the employment of personnel to maintain, guard and police the same;

(b) For the cost of collecting assessments, the expenses of maintaining the Hyde Park Residential Property Owners Association, and for any and all other purposes which the Hyde Park Residential Property Owners Association may determine from time to time to be for the general benefit of the owners of residential lots in Hyde Park.

Such annual assessments may be increased, decreased or adjusted from year to year by the Hyde Park Residential Property Owners Association as the interests of the residential lot owners in Hyde Park may, in its judgment, require. The Hyde Park Residential Property Owners Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties. Upon demand of any lot owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Hyde Park Residential Property Owners Association shall promptly issue a certificate stating forth whether all assessments have been paid for such owner's lot, and if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.
IN WITNESS WHEREOF, Richard E. Harris has caused this Amendment to Hyde Park Declaration of Restrictions to be signed by him on the day and year first above written.

(Signed) Richard E. Harris

Two witnesses.

Acknowledged July 20th 1978 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal.)

Received for record July 31st 1978 at 3:29 P.M. in Mortgage Record 78-877B12, Lucas County, Ohio Records.
DECLARATION OF RESTRICTIONS THEREFOR

This declaration, made and entered into by

RICHARD E. HARRIS

this _____ day of ____________, 1974.

WITNESSETH THAT:

WHEREAS, Richard E. Harris is the owner of the following described real estate, situated in the City of Mounds, Ohio, viz:

Lots numbers 1 thru 174 in HYDE PARK, a Subdivision in the City of Mounds, Ohio, all of which real estate is hereinafter for convenience referred to as "Hyde Park";

and

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

NOW, THEREFORE, Richard E. Harris as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No structure, 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 of architecture, use, the materials of construction thereof, the color scheme therefore, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said structure or dwelling shall have been approved in writing by Richard E. Harris, his successors or assigns, and a true copy of said plans, specifications and detail shall have been lodged permanently with Richard E. Harris, and no structure or 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. Lots in Hyde Park shall be occupied as follows:

1. Single family dwellings  lots 5 through 80  113 through 122
2. Four family dwellings  lots 81 through 83  and 89
3. Six family dwellings  lot 84
4. Eight family dwellings  lot 85
5. Twelve family dwellings  lots 86 through 88, 90 and 91
6. Townhouse dwellings  lots 95 through 112
7. Multifamily dwellings  lots 1 through 4  92 through 94

Section 3. No dwelling shall be used for other than residential purposes, nor shall any conversion or alteration be made to any dwelling or premises thereof, for use other than for residential purposes.

Section 4. No residential structure shall exceed 2-1/2 stories in height.

Section 5. Commercial lots shall be used only for retail sales and services, professional or business services, hotels, motels, restaurants, commercial schools, administrative offices, and uses of a similar nature. Truck parking, storage of materials, and assembly of materials or products shall be allowed only as activities secondary to or servicing commercial uses. The right of interpretation or enforcement of appropriate uses is to be exercised by Richard E. Harris, his successors or assigns.

Section 6. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said subdivision. Restriction in the zoning code of the City of Muncey as to the distances at which said dwelling house shall be placed from the front, side, and rear lines of said premises, shall apply to and include porches, verandas, porches cocheres, 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 Hyde Park, but only with the written consent of Richard E. Harris.
Section 7. No garage or any addition thereto be 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, not unless in the case of a single family dwelling 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 colors scheme thereof, 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 Richard E. Harris, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Richard E. Harris, 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, in the case of a single family dwelling, 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 8. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by Richard E. Harris in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Richard E. Harris. Complete specifications for construction of driveway shall be submitted to Richard E. Harris and his approval thereof endorsed thereon in writing.

Section 9. No portion of the within described premises nearer to any highway than the building setback line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn or landscaped area; 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 or remain anywhere upon such portions thereof; and 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. No hedge shall be erected, placed or suffered to remain upon said premises until the written consent of Richard E. Harris shall have first been 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 10. In connection with the provisions contained in Section 6 above, it is hereby provided that if in the opinion of Richard E. Harris, 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 it, the endorsement of the provisions of said Sections would work a hardship, Richard E. Harris 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 11. Richard E. Harris reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph, cable television poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents 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 12. Richard E. Harris reserves to himself, his successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plot of Hyde Park designed as utility rights of way, for the construction, operation and maintenance of electric lights, telephone and telegraph, and cable television poles, lines and conduits, and for water, gas, sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Hyde Park, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 13. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, except upon commercial lots; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained, or permitted except upon said commercial lots. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon 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 pole, or overhead or exposed wires, whether for use in connection with radio, telephone, cable television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, unless for the purpose of advertising the use of said premises, identification sign, or otherwise, shall be erected, placed or suffer to remain upon said premises or upon or visible from the outside of any dwelling or structure without the consent of Richard E. Harris first having been obtained. The right is reserved by Richard E. Harris to erect small structures and place signs on any unsold lots or improvements thereon.

Section 14. 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. Richard E. Harris 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 Hyde Park.

Section 15. 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 then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling unit. 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. No motorized yard equipment, including power mowers, power shears, and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.
Section 16. Richard E. Harris reserves the sole and exclusive right to establish grades and slopes on the premises herein described, 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.

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 a garage, or basement or three sided enclosure of six feet in height. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Richard E. Harris.

Section 18. Richard E. Harris 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 sumarly abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists therein contrary to the intent and meaning of the provisions hereof as interpreted by Richard E. Harris, and Richard E. Harris shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Richard E. Harris to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, token or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Richard E. Harris shall at any and all times have the right to enforce the same.

Section 19. No greater or successor in title shall substitute or convey less than the whole of any lot without first obtaining the written consent of Richard E. Harris.

Section 20. In all instances where plans and specifications are required to be submitted to and are approved by Richard E. Harris, if subsequent thereto there 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, modifications, consent or any other action by Richard E. Harris, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Richard E. Harris, and approved by the written powers of attorney of Richard E. Harris as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon sale of lots and construction of not less than three hundred dwelling units in HYDE PARK, Richard E. Harris may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HYDE PARK RESIDENTIAL PROPERTY OWNERS ASSOCIATION", or a name similar thereto. Upon formation of such association, every owner of a lot in the residential portions of Hyde Park shall become a member thereof. Until all lots are sold, Richard E. Harris shall represent all unsold lots, and Richard E. Harris shall maintain at least one vote in the association upon sale of all lots in Hyde Park. Each owner or owners of a lot or lots shall be entitled to votes equal to the number of residential dwelling units on his or their lot or lots.
Section 2. Upon sale of not less than eighteen commercial lots in HYDE PARK, Richard E. Harris may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HYDE PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION", or a name similar thereto. Upon formation of such association, every owner of a lot in the commercial portion of Hyde Park shall become a member thereof. Until all lots are sold, Richard E. Harris shall represent all unsold lots, and Richard E. Harris shall maintain at least one vote in the association upon sale of all commercial lots in Hyde Park.

Section 3. Members of either property owners association may, by 2/3 vote of their members, amend their membership rules to allow tenant representation in the association. In no case shall tenant representation constitute more than 1/3 the membership of either association.

Section 4. Each association, by vote of 2/3ds 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 or owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 5. Maintenance, conservation or beautification of common areas, public land, or open space easements may be provided for by either Association for lands within or adjoining lands owned by their members. If common maintenance, conservation or beautification is undertaken by either Association, then, prior to said undertaking, the Association shall by 2/3 vote adopt rules, regulations and standards for such maintenance, conservation or beautification, and it shall, by 2/3 vote, adopt rules for payment of the costs of such work to be apportioned among the members of said Association, so levied, shall be binding upon each member of said Association.

Section 6. Richard E. Harris by an instrument in writing, in the nature of an assignment, vests each association, if and when formed, with the rights, privileges and powers herein retained by the said Richard E. Harris, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

ARTICLE 13TH

Section 13TH. A scenic easement over portions of certain lots is retained by Richard E. Harris. Said easement is shown on the plan attached and made a part of this Declaration and is indicated as the "Heitman Valley Open Space Reserve". Said reserve is comprised of portions of the following lots and as shown on said plan:

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<th>Lots</th>
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Section 2. Owners or residents of lots in Hyde Park shall have rights of access within the areas of said easements. Such access shall be for purposes of walking or general leisure activities. Organized or active recreation activities shall not be permitted. Owners of lots containing scenic easements retain full rights of access within their easements.

Section 3. Owners of lots containing scenic easements shall be responsible for development of landscaping and for maintenance of landscaping within the scenic easement of their lot. No fencing or screen shrubbery shall be erected within the easement nor shall any obstruction to access be created. Landscaping shall be developed in accordance with approved plans for the HYDE PARK Planned Unit Development as approved by the City of Maumee. The Hyde Park Residential Property Owners Association may assess the cost of maintenance of scenic easement areas to property owners, in accordance with Article Two, Section 6 of this Declaration.

Section 4. Richard E. Harris assigns the right of access within the scenic easement to the City of Maumee for purposes of maintaining watercourses and storm sewerage facilities.

Section 5. No scenic easement or portion thereof shall be sold, transferred, or assigned independent of sale, transfer, or assignment of the remainder of a lot.

Section 6. No deed, instrument, or restriction shall place limitations on the use of land within a scenic easement, nor shall in any manner restrict access by residents or occupants of Hyde Park.

ARTICLE FOUR

Section 7. Each grantee of Richard E. Harris, by the acceptance of a deed of conveyance, accepts the same subject and the jurisdiction, rights and powers of Richard E. Harris, created or reserved by this Declaration 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 though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restrictions or condition, or the breach of any covenant or provision herein contained shall give Richard E. Harris or his successors or assigns, of the Associations, the rights (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 Richard E. Harris or his successors or assigns, or the Associations, 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 supersede 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 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 of judicial sale, any purchaser or such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements 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 provisions hereof, of any part of such restriction, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Richard E. Harris reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 11 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Richard E. Harris or by the Property Owners Association 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 Richard E. Harris shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, Richard E. Harris has caused this Declaration to be signed by on the day and year first above written.

Witnesses:

[Signatures]

[Signature]

[Signature]

STATE OF OHIO) SS.
COUNTY OF LUCAS) SS.

SHOWN to before me and subscribed in my presence this 21st day of April, 1977.

[Signature]
Notary Public, Lucas County, Ohio
ASSIGNMENT

THIS ASSIGNMENT made and entered into by RICHARD E. HARRIS, as of this 21st day of August 1978.

WITNESSETH THAT:

WHEREAS, by Declaration of Restrictions recorded as Microfiche Number 71 537009, as amended by an Amendment recorded as Microfiche Number 76 877812, of the records of the Lucas County Recorder (hereinafter the "Declaration"), Richard E. Harris, as the owner of Lots One (1) through One Hundred Seventy-Four (174) inclusive in Hyde Park, a Subdivision in the City of Maumee, Lucas County, Ohio, submitted said lots to certain restrictions and covenants:

WHEREAS, Richard E. Harris, pursuant to Section 6 of Article Two of the Declaration, reserved the right to vest a property owners association with all of the rights, privileges and powers retained by Richard E. Harris in the Declaration:

WHEREAS, Hyde Park Residential Property Owners Association was duly organized as an Ohio non-profit corporation on August 21, 1978 bearing charter number 521474;

WHEREAS, Richard E. Harris desires, pursuant to Section 6 of Article Two, to assign to Hyde Park Residential Property Owners Association all of the rights, privileges and powers retained by Richard E. Harris in the Declaration relating to Lots Five (5) through Eighty (80) and Lots One Hundred Thirteen (113) through One Hundred Twenty-Two (122) in Hyde Park, a Subdivision in the City of Maumee, Ohio.

NOW, THEREFORE, Richard E. Harris, pursuant to Section 6 of Article Two and Section 7 of Article Four of the Declaration, hereby assigns to Hyde Park Residential Property Owners Association all of his rights, privileges and powers in, to and under the Declaration relating to Lots Five (5) through Eighty (80) and Lots One Hundred Thirteen (113).
through One Hundred Twenty-Two (122) in Hyde Park, a Subdivision in the City of Maumee, Ohio.

IN WITNESS WHEREOF, Richard E. Harris has caused this Assignment of the Hyde Park Declaration of Restrictions to be signed by him as of the day and year first above written.

Signed and acknowledged in the presence of:

[Signature]

Richard E. Harris

Nancy Johnson

STATE OF OHIO

COUNTY OF LUCAS

PERSONALLY APPEARED before me the undersigned, a Notary Public in and for said County, this ___ day of _____, 1971, the above-named Richard E. Harris, who acknowledged the signing of the foregoing to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year aforesaid.

[Seal]

Notary Public

This Instrument Prepared By:

FULLER, HENRY, BOUGE & SNYDER

300 Madison Avenue

Toledo, Ohio 43604
AFFIDAVIT

State of Ohio
County of Lucas SS;

RICHARD E. HARRIS, after being first duly sworn, deposes and says, that he is a resident of the City of Toledo, Lucas County, Ohio; that he is the developer of Plats one (1), two (2), four (4) and five (5) in Hyde Park, a subdivision in the City of Maumee, Lucas County, Ohio.

Affiant further says that a Declaration of Restrictions was recorded in 1192 of mortgages, page 294 and also a Declaration of Restrictions was further recorded in microfiche of mortgages 77-537-009; further an amendment to said Declaration of Restrictions was recorded in mortgage 78-937-012 and an assignment of said Declaration was recorded in mortgages 78-1111-008.

Affiant further says that in recording the Declaration of Restrictions, as hereinabove setforth, that he never intended to place said restrictions on any of the lots contained in Plat 5, Hyde Park Subdivision, in the City of Maumee, Lucas County, Ohio, as he never held title to any of the lots in said Plat 5 and that said restrictions were inadvertently placed against said lots.

Affiant further says by this Affidavit, to clear said record, he removes and deletes from said Declaration of Restrictions the lots contained in Plat 5 in Hyde Park, a subdivision of the City of Maumee, Lucas County, Ohio. Further Affiant says not.

________________________
Richard E. Harris

STATE OF OHIO
Lucas County, SS:

This 29th day of July, 1980, before me, a Notary Public in and for said County, personally appeared the above named Richard E. Harris who acknowledges that he did sign the foregoing instrument and that same is his free act and deed.

________________________
Notary Public

RECEIVED & RECORDED REF
JUL 30, 1980 00 1/00 MTG

SANDY LANDS
RECORDER, LOCUS CO. OHIO