Ottawa River Estates
Indian River Estates

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RESIDENTIAL DESIGN GUIDELINES

Adopted by:
Ottawa River Estates

Signature/Date:
August 26, 2005
Lewis S. Elias, Executive Director, P, AICP
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“Indian River Estates” a.k.a.
Ottawa River Estates

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RESIDENTIAL DESIGN GUIDELINES

WELCOME TO OTTAWA RIVER ESTATES

These guidelines have been prepared to assist you, your architect and builder and your banker in designing, constructing, financing, and making additions to your home and installing fences and yard improvements. A copy of the recorded Declaration of Restrictions is provided in Exhibit B. The Declaration refers to the original name of the subdivision as “Indian River Estates”. Indian River’s name was replaced in these documents with Ottawa River Estates in 2005. Also, Preferred Properties, Inc. is the grantor in the Declaration. Please refer to Exhibit B for the detail design guidelines and actual land restrictions for the community called Ottawa River Estates.

II. PURPOSE AND INTENT

In an effort to assure owners or occupants of Ottawa River Estates defined in the Declaration of Restrictions (the “Declaration”) recorded as Mortgage Lucas County, Ohio records, that proper standards of development and construction will be maintained for the benefit of all, the Architectural Committee (the “Committee”) has established Architectural Committee Rules and Procedures for design review and approval. These procedures have been adopted by the Committee, pursuant to Article One of the Declaration, for the benefit of all owners or occupants of Ottawa River Estates and are available at the Ottawa River Estates offices.

The Guidelines for Ottawa River Estates are supplemental to and do not in any way alter the provisions and requirements contained in other official documents pertaining to Indian River Estates or Ottawa River Estates, such as, zoning ordinances, recorded plats, adoption of Ottawa River Estates and Declaration of Restrictions Therefor, and Architectural Committee Rules and Procedures. Also these guidelines are supplemental to and do not in any way alter the provisions and requirements contained in the official recorded documents between the U.S. Department of Housing and Urban Development and Ottawa River Estates, Inc. in connection with the Ottawa River Estates Section 811 project. Whenever this document disagrees with any of the above instruments, the latter will always prevail. Copies of these documents are available for review at the Ottawa River Estates office.

III. ARCHITECTURAL CONTROL COMMITTEE
The Committee will actively review and monitor all projects developed at Ottawa River Estates. The Committee will not allow construction to commence until it has approved in writing the size, location, type, style of architecture, use, the materials of construction, color scheme, grading, landscaping plans and elevations of all projects.

Each owner will be required to submit to the Committee three copies of the following plans and specifications:

1. Site/grading plan to scale of lot and improvements for project, including setbacks and all written dimensions.
2. Elevations with material and color designations.
3. Landscaping plan denoting size, quantity and type of material together with cost estimates submitted by an independent professional landscaper.
4. Project statistics: Building size, and number of units, etc.
5. Any other architectural detail required at the sole discretion of the Committee.
6. The owner, at the sole discretion of the Committee, will be required to deposit cash, furnish a bond or sign a cognitive note for the amount of the landscaping estimate above.

These plans and specifications should be mailed to:

Preferred Properties, Inc.
Architectural Control Committee
2001 Collingwood Blvd.
Toledo, OH 43620

IV. DESIGN PHILOSOPHY

To ensure a community of distinction and quality, the Ottawa River Estates Architectural Control Committee has been established.

The Committee’s primary responsibilities are to review and evaluate each building and landscaping plan before construction begins. Plans must meet minimum design and development standards in order to contribute to Ottawa River’s long-term commitment to excellence.

As development progresses, projects will be monitored to assure that these superior standards of development are met...the standards future homeowners expect, maximizing their investment at Ottawa River Estates.

We must assume that residential construction on the site will dominate the site until such time that actual landscape elements (trees-shrubs) mature and often the appearance of the construction elements. With this understanding of the site in mind, the forms of the buildings, particularly roof forms, along with colors and building locations, will blend together to provide the design or architectural character throughout Ottawa River Estates.
V. DESIGN GUIDELINES

A. Site Consideration

The location of the main building on the site should consider: natural and final grades; drainage (on site and off site); access and off-street parking; views and privacy (of subject site and surrounding sites). The intent should be to take advantage of the natural characteristics of the site and minimize the impact on neighboring sites.

B. Main Building

1. Size

The recorded Indian River Estates Plat and the City of Toledo zoning ordinances control minimum building setbacks, maximum building heights and parking requirements. A copy of the Indian River Estates Plat is on file with the City of Toledo and offices of Preferred Properties, Inc.

2. Roof

The Committee considers flat roofs undesirable and roof pitch will require Committee approval.

Expansive roof areas should be broken by varied elevations, heights or other elements, such as dormers, clerestory, etc.

Roof materials must be architecturally compatible with other projects in Ottawa River Estates and will be reviewed by the Committee.

Roof vents shall be colored to match the roofing or trim material. No unpainted sheet metal will be allowed.

3. Siding

Exterior siding may be of wood, shingle, brick, stone or rock (excluding cinder or concrete block). Application may be a variety of styles but should be continuous and consistent on all elevations to achieve a uniform and complete design statement.

Colors should be in the natural "earthones". Pastel colors are not permitted. Shingle or wood siding may be left natural. Fascia, trim, columns and beams may be accent colors.

All exposed metal, gutters and downspouts shall be painted a color to closely match the adjacent trim or siding.

4. Miscellaneous

a. Foundations — No more that one-foot of exposed concrete may be visible on any elevation.

b. Garages — Must be attached and must architecturally
Compatible with the main building and will be reviewed by the Committee for desirable location, exposure, and materials.

c. Windows – Window frames, shall be painted a color consistent with the design character of the building.

C. Other Improvements

1. Driveways – All driveways must be black asphalt.

2. Antennas – All TV, radio or special communication antennas or aerials shall be concealed and not visible in front yard.

3. Exposed equipment or facilities such as trash containers, air-conditioning equipment, storage tanks, equipment sheds must appropriately concealed, at the rear of the property and maintained in good condition to avoid unsightly appearances.

D. Approved Guidelines

1. Fencing – A common rear property line fence shall be maintained by all owners in that subdivision. The cost to maintain the common fence shall be assessed to each property based on the properties linear feet of fence times the cost per linear foot. Other property fencing must be approved by the Architectural Committee and shall not be erected without the written consent of the Committee. All hedges, walls, signs or other structures shall not be erected without the written consent of the Committee.

2. Mailboxes – All exterior mailboxes, lettering, color and posts must be similar to the approved detail in Exhibit A. All signs displayed just have the approval of the Committee.

3. Landscaping – Normal landscaping such as grass, trees and shrubbery is at the discretion of the homeowner. A natural balance between deciduous and coniferous trees will be required to provide greenery in the winter months. All deciduous trees shall include both shade trees and flowering trees. All shade trees shall be a minimum size caliper of two (2) to two and one-half (2 1/2) inches. All flowering trees shall be a minimum height of six (6) to seven (7) feet. A balanced and sufficient quantity of shrubbery. A balanced and sufficient quantity of shrubbery will be required. Neighbor’s views should be considered when locating trees and shrubbery. Any unusual form of landscaping such as exterior lighting, retaining walls, excessive gravel, rock vegetable gardens will require detail landscaping plans expressly approved by the Committee.

4. Exterior lighting, Numerals, and Nameplates – Exterior lampposts if used by the owner are required to have exterior lampposts of like quality and color to the models determined by Preferred Properties.
Recessed lighting is encouraged in patio areas. Fascia mounted flood lights must not create glare into the windows of or onto adjacent properties.

Exterior numerals and nameplates are allowed but should be done in good taste and consistent with exterior materials of the house.

5. Lot Lines – No owner shall combine lots, subdivide or convey less than the whole of any lot without first obtaining the written consent of the Committee.

E. Future Improvements or Modifications

Future improvements or modifications that effect the exterior appearance of a home or yard must be submitted to the Committee for approval. The Architectural Coordinator should be contacted to determine the amount of detail required for submittal.

Following is a partial, sample list of improvements or modifications requiring Committee approval:

- Room or porch addition to main house
- Repainting or change in exterior material color or type
- Play house or other separate building or structure exceeding 5'0" in height or visible to a neighbor
- Decks or patio extensions
- Free standing flagpoles
- Dog houses
- Tool/equipment sheds

VI. ENFORCEMENT

Failure to conform to these guidelines or obtain necessary approval from the Committee will constitute a violation of the Declaration and any applicable Supplemental Declaration, and may require modifications or removal at the expense of the owner.

These Guidelines cancel and supersede all guidelines previously adopted or distributed and may be changed and re-printed at anytime by the Committee.
EXHIBIT A

NOTE: WOOD MEMBERS TO BE PAINTED DARK BROWN.
(Olympic Oxford Brown as on street sign)

SCALE: 5/8" = 1'-0"
EXHIBIT B

ADOPTION OF "INDIAN RIVER ESTATES"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Preferred Properties, Inc. this 25th day of May 2005.

WITNESSETH THAT:

WHEREAS, Preferred Properties, Inc. is the owner of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

Lots Numbered 1 through 23, inclusive and Buffer Lot "A", all of which real estate is hereinafter for convenience referred to as Indian River.

and

WHEREAS, Preferred Properties, Inc. desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Indian River, certain easements, and rights, in, over and to Indian River and certain restrictions with respect to the use thereof;

NOW, THEREFORE, Preferred Properties, Inc. as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1.
Lots 1-9, 11, 13, 14, 16, 18, 20, and 22 shall be developed and maintained as single-family (one unit) dwellings. Lots 10, 12, 15, 17, 19, 21, and 23 shall be constructed and maintained as two-family dwellings. No structures or any additions 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, and the color scheme therefore, the grading plan of the lot, including the grade elevations of said structures, the plot plan showing the proposed location of said structures, the plot plan showing the proposed location of said structures upon said premises and the plans, specifications and details of said structures shall have been approved in writing by Preferred Properties, Inc., its successors or assigns, and a
true copy of said plans, specifications and details shall have been lodged permanently with Preferred Properties, Inc., and no structures except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. No structure shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line of 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, Preferred Properties, Inc., in writing at the time of the approval of the plans and specifications for said structure. This restriction as to the distance at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include overhangs, porches, verandas, portes cochere, and other similar projections of said structure.

Section 3. The location and type of paving material of any and all driveways shall be and remain as now established upon said premises, or if not now established, shall be determined by Preferred Properties, Inc. in writing at the time of the approval of the plans and specifications for said structure. No driveway shall be located, re-located or suffered to remain upon said premises except as now located or determined in writing by Preferred Properties, Inc.

Section 4. 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 of shrubbery, the growing of flowers or ornamental plants, statuary, fountains and similar ornamentation, for the purpose of beautifying said premises, but no vegetables, so-called, no grains of the ordinary garden or field variety shall be grown 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 parking of vehicles on lawn areas is permitted. No fence, hedge wall, sign or other structure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises, until the written consent of Preferred Properties, Inc. shall having been first obtained therefor, and to height, width, material, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 5. Preferred Properties, Inc. reserves the exclusive right to grant consents for the construction, operations and maintenance of the pipes and conduits or any other public utilities 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 6. Preferred Properties, Inc. reserves to itself, its 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 Indian River Estates designed as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone lines conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, or cablevision, 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 Indian River, over or upon which easements for the installation and maintenance of public utilities and storm and sanitary sewers will be or have been granted.

Section 7. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards, and only when hung upon rotary type clothes line.

Section 8. Preferred Properties, Inc. reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general erected or placed thereon, so that the same may conform to a general plan.

Section 9. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in covered containers, entirely within a property.

Section 10. No pole, tower, disc, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light, television, or any other purpose shall be installed, erected, placed or suffered to remain upon said premises without the written consent of Preferred Properties, Inc.

Section 11. All mail boxes, whether a single box or multiple, shall not be located on the premises until such mail boxes have been approved in writing by Preferred Properties, Inc. and conform with the Indian River Estates plans and specifications for mail boxes on file in the corporate offices of said corporation, Preferred Properties, Inc.

Section 12. Preferred Properties, Inc. reserves and is hereby granted the right in case of any violation or breach of any of the restriction, 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 hereof as interpreted by Preferred Properties, Inc. Preferred Properties, Inc. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Preferred Properties 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 therefore or acquiescence in or consent to any and all times have the right to enforce the same. violation thereof, and Preferred properties, Inc. shall at any and all times have the right to enforce the same.

Section 13. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Preferred Properties.
Section 14. In all instances where plans and specifications are required to be submitted to and are approved by Preferred Properties, 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 15. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Preferred Properties, Inc., any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Preferred Properties, Inc. as then recorded in the Records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion of not less than six structures on six lots, in said Indian River Estates, Preferred Properties, Inc. may cause to be incorporated a not-for-profit corporation under the laws of the State of Ohio, to be called the Ottawa River Estates, Inc. Land/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, and each such owner, including Preferred Properties, Inc., and Ottawa River Estates, Inc. shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to be one vote for that lot.

Section 2. The 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 subdivision/property, and for the health, comfort, safety, and general investment welfare of owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE THREE

Section 1. Each grantee of Preferred Properties, Inc., by the acceptance of the deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights, and powers of Preferred Properties, Inc. created or reserved by their 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 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 restriction or condition, or the breach of any covenant or provision herein contained shall give Preferred Properties, Inc. or its successors or assigns and 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 provision hereof, and Preferred Properties or its successors or assigns, 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 described, and none of said restrictions, covenants, 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 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, 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, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by Preferred Properties, Inc. or by the authorized Landowners Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. The rights, privileges and powers herein retained by Preferred Properties, Inc. shall be assignable to, and shall inure to the benefit of their successors and assigns.
IN WITNESS WHEREOF, Preferred Properties, Inc. has caused this Declaration to be signed by its Executive Director and Secretary on the day and year first above written.

Witnesses:

preferred Properties, Inc.

Lewis Ellis, Executive Director

Tom Borgia, Secretary

The State of Ohio  

County of Lucas

Before me, a Notary Public, in and for said County, personally appeared Lewis Ellis, Executive Director and Tom Borgia, Secretary of said Preferred Properties, Inc., who acknowledged that they did sign said instrument as Executive Director and Secretary of said Preferred Properties, Inc. in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Lewis Ellis and Tom Borgia as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 20th day of August, 2005.

Santosh Seymore,  

Notary Public, Lucas County, Ohio

This instrument was prepared  

By: Santosh Seymore

Note: This document is an unexecuted copy of the original executed document recorded as Mortgage __________, Lucas County, Ohio Records.
ADOPTION OF INDIAN RIVER ESTATES

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Preferred Properties, Inc. this

Adopted by:
Indian River Estates

August 30, 2005

Lewis S. Ellis, Executive Director