INLANDS PLAT 2

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

as to

INLANDS PLAT TWO

A Subdivision in the Village of Ottawa Hills,
Lucas County, Ohio.

This declaration made and entered into by THE MEHRING DEVELOPMENT CORPORATION, an Ohio corporation, hereinafter sometimes referred to as "Developer", this 12th day of September, 1977.

WHEREAS, The Mehring Development Corporation holds title in fee simple to a certain parcel of land, situated in the Village of Ottawa Hills, Lucas County, Ohio, hereinafter referred to as "Inlands Plat Two" and described as follows:

Lotes numbered six (6) through twenty-five (25), inclusive, in INLANDS PLAT TWO, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, and

WHEREAS, The Mehring Development Corporation has caused a plat of the above described land to be prepared which plat provides for:

1. The Subdivision of said land into twenty (20) lots numbered consecutively from six (6) through twenty-five (25), which subdivision, when the plat thereof is filed for record, will be known as "Inlands Plat Two".

2. A reservation of certain easement therein for the installation and maintenance of public utility service.

WHEREAS, The Mehring Development Corporation desires to establish for its own benefit and for the benefit of all future owners and occupants of all or any part of Inlands Plat Two, certain easements and rights in, over and to Inlands Plat Two and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Inlands Plat Two and do impose hereby certain restrictions on such lots in said Inlands Plat Two.

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchaser's protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the
improvement, development, "use", occupancy and enjoyment of said Inlands Plat Two as an architecturally harmonious, artistic and desirable residence district, The Mehring Development Corporation, the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Inlands Plat Two hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

1. All lots in Inlands Plat Two shall be known and described as residential lots; no structure shall be erected, placed or maintained on any such residential lot other than one single-family residence dwelling, a private garage of not more than three (3) car capacity which shall be an integral part of the dwelling, an attractive-looking garden house, a swimming pool and a tennis court. However, the Developer may, at its sole discretion, approve an unattached garage. Said dwelling shall be used and occupied solely and exclusively for private residential purposes by a single family, including such family's servants.

2. No building, basement, driveway, swimming pool, tennis court, fence, wall, hedge or other structure of any sort shall be erected, placed or maintained on said lots, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof, be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use and material of construction thereof, the color scheme thereafter, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications, including driveway approach and garage entrance, have first been approved in writing by the Developer, or its successors and assigns. All such plans and specifications must be prepared by a competent architect. No such dwelling, including garage, shall be erected, reconstructed, placed or suffered to remain upon said lot, having a cost and fair value (based on 1973 construction cost) exclusive of land, of less than $100,000.00.

3. In requiring the submission of detailed plans and specifications as herein set forth, the Developer has in mind the development of Inlands as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications
so submitted, the Developer, or its successors and assigns, may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability may be deemed to be in the interest and benefit of the owners of lots in said Inlands as a whole, and any determination made by the Developer, or its successors and assigns, in good faith shall be binding on all parties in interest.

4. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot or rear lot line than the building setback line or lines shown on the recorded plat of said subdivision where applicable, or if no such setback line is shown with respect to any such lot, then such setback line shall be determined by the Developer, or its successors and assigns, in writing, at the time of the approval of the plans and specifications for such structure. This restriction as to the distances from the front, side and rear lines of said premises shall apply to and include porches, verandas, porte-cochere, and other similar projections of said dwelling. A 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 Inlands Plat Two, but only with the written consent of the Developer.

5. Nothing herein contained shall be construed to require the alteration or removal of any existing, non-conforming structures, and the residence and structures now located on lot sixteen (16) may be altered, remodeled or repaired, and sidewalks and drives necessary to their use may be constructed by the then owner of said lot sixteen (16).

6. Any truck, boat, bus, tent, housecar, trailer, or other similar housing device, if stored on any said lot, shall be housed within a garage building.

7. 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 the Developer 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 the developer. Complete specifications for construction of driveway shall be submitted to the developer and its approval thereof endorsed therein in writing.

8. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains and similar ornamentations, for the purpose of beautifying said premises; but no grass 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 thereon.

Small vegetable gardens may be maintained on the premises but only with the written approval of the developer. No tree, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of the developer, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by the developer or removal ordered by any state or local governmental authority having jurisdiction thereof.

9. The developer reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

10. The developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone, and telegraph poles, lines and conduits, and for water, gas sewer and pipes 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 streets and ways, now existing or hereafter established, upon which any parties of said premises may now or hereafter front or abut.
11. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and/or side of each lot, as shown on Plat Two of Inlands, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structures, or any part thereof, shall be erected or maintained upon any part of the property in Inlands, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

12. No well for gas, water, oil, or other substance shall, at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided above.

13. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Inlands Plat Two. No dwelling erected in said Inlands Plat Two shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided above.

14. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

15. Other than two (2) dogs, two (2) housecats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird
or fowl is expressly prohibited in said subdivision.

16. No sign of any character shall be erected, placed, posted or otherwise displayed on or about any lot without written permission of the Developer, or its successors and assigns; and Developer, of its successors and assigns, shall have the right, and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

17. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yard and only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling. No laundry shall be hung for drying on Sundays, or holidays. 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 yard equipment, including power mowers, power shears and similar equipment, shall be used by anyone on Sundays or holidays from May First to October First on each year prior to one o'clock P.M.

18. The Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Developer shall at any and all times have the right to enforce the same.

19. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land to said islands.
20. No restriction imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

21. The invalidity of any restriction hereby imposed or of any provisions hereof, or of any part of said restriction or provisions, shall not impair or affect in any manner the validity, force or affect the rest of such restrictions and provisions.

22. The rights, privileges and powers herein retained by the Mehring Development Corporation shall be assignable and shall inure to the benefit of its successors and assigns.

23. The Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained where the Developer in its sole and exclusive discretion determines that such change, modification, alteration or rescission will be beneficial, compatible and aesthetically harmonious with the manner of use, improvement and enjoyment of any lot in Inlands Plat Two.

24. These covenants and restrictions are to run with the land and shall be binding upon said Owner, and all persons claiming under or through Owner until the 1st day of January, 1992, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least two-thirds (2/3) of the lots in said Inlands Plat Two. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds (2/3) of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.
IN WITNESS WHEREOF, The Mehring Development Corporation has caused this declaration to be signed by its President and Vice President, on the day and year first above written.

WITNESSES:

\[
\begin{array}{cc}
 \text{Barbara H. Aiken} & \text{by}\text{ Robert C. Mehring} \\
 \text{Rene N. Miller} & \text{Renwick N. Miller} \\
\end{array}
\]

\[
\begin{array}{c}
\text{STATE OF OHIO} \\
\text{COUNTY OF LUCAS}
\end{array}
\]

SS:

Before me, a Notary Public, in and for said County, personally appeared Robert C. Mehring, President and Renwick N. Miller, Vice President of the said The Mehring Development Corporation, who acknowledged that they did sign said instrument as such officers of said corporation on behalf of said grantor corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Robert C. Mehring and Renwick N. Miller as such officers, and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of September, 1977.

Bonnie Euton
Notary Public, Lucas County, Ohio

[Stamp]

BONNIE EUTON, Notary Public
Wood & Lucas Counties, Ohio
My Commission Expires Sept. 23, 1980