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DECLARATION OF RESTRICTIONS FOR
MAPLEVIEW WOODS PLAT THREE
A SUBDIVISION IN THE CITY OF MAUMEE
LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by LOUISVILLE
TITLE AGENCY FOR N.W. OHIO, INC., Trustee, this 7th day of

WITNESSETH:

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc.,
Trustee, is the owner of the following described real estate,
situated in the City of Maumee, Lucas County, Ohio, viz:

Lots numbers sixty-six (66) through eighty-three
(83), inclusive, in MAPLEVIEW WOODS PLAT THREE,
a Subdivision in the City of Maumee, Lucas
County, Ohio;

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc.,
Trustee, as owner, does desire to establish a general plan for the
development of Mapleview Woods Plat Three, and which will be for
its benefit and the benefit of all future owners or occupants of
all of any part of said premises, of any lot, lots or part thereof,
located and situated in Mapleview Woods Plat Three, and in order
to perpetuate such Subdivision as an architecturally harmonious
and desirable district, and to continue to maintain this general
plan as originally made, effective upon the platting of said
Subdivision;

NOW, THEREFORE, Louisville Title Agency for N.W. Ohio,
Inc., Trustee, on consideration of further enhancement in value of
said property and of the benefits accruing to the future owners of
said lots, and for the mutual benefit and protection of each
present and future owner of any interest in and to any lot or part
thereof in Mapleview Woods Plat Three, and by reason of the adoption
of the Restrictions hereinafter set forth, does for itself, and
its successors and assigns, hereby declares and stipulates that
said lots shall be conveyed subject to the Restrictions hereinafter
declared and that the same shall run with the land.

Section 1 - Duration of Restrictions. These covenants
and restrictions shall bind and run with the land and shall be
binding upon said owner and all persons claiming under or through
it, said owner and/or mortgagees, until twenty-five (25) years
from the date hereof, at which time said covenants and restrictions
shall be automatically extended for successive periods of ten (10)
years unless by then owners of a majority of the lots in Mapleview
Woods Plat Three agree to change said restrictions and covenants
in whole or part. Such changes shall be by instrument setting
forth said changes and signed, witnessed and acknowledged by at
least the then owners of a majority of said lots, which instrument
shall be recorded in the Office of 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.
Section 2 - Plan Approval. No residence, above ground swimming pool holding in excess of 100 gallons of water, fence, hedge, wall 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 therefor, the grading plan of the lot, including the grade elevations of said residence, the landscape plan, the plot plan showing the proposed location of said residence upon said premises and the plans, specifications and details of said residence shall have been submitted in duplicate for approval in writing by the Architectural Control Committee, or its successor, and a true copy of said plans, specifications and details shall have been lodged permanently with Richard T. Burke, Inc., and no residence except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 3 - Residential Use. Lots sixty-six (66) through eighty-three (83) shall be used and occupied solely and exclusively for residence purposes by a single family residence.

Section 4 - Building Location on Lot. No residence 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 or nearer to any side line or rear line than shall be determined by Richard T. Burke, Inc. in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said residence shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cocheres and other similar projections of said residence. The parcel of land upon which a residence 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 Mapleview Woods Flat Three, but only with the written consent of the Architectural Control Committee. However, approval of the Architectural Control Committee shall not preclude the City of Maumee under their zoning ordinance of requiring a greater front, side and/or rear yard line.

Section 5 - Architectural Control Committee. The Architectural Control Committee shall at all times be composed of three (3) members appointed by the developer, Richard T. Burke, Inc., who shall be empowered to change members of the Committee and fill vacancies on said Committee. The original members of said Committee shall be Richard T. Burke, Betty J. Burke and John F. McCarthy. The approval in writing of any two (2) members of said Committee shall be sufficient for the approval of plans and specifications which may come within the purview of said Committee.

Section 6 - Lot Use. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said Subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubberies, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamentations for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon and the construction or planting of a fence of any kind. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and failing in which, Richard T. Burke, Inc. may cause same to
be cut or removed at the expense of said lot owner. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain upon said lots, unless and until the written consent of the Architectural Control Committee shall have been first obtained therefor, which consent may specify in writing the type, height, width, color, upkeep and any general conditions pertaining thereto. Any fence to be installed on any lot in said Maplevue Woods Plat Three shall have prior approval in writing. Fences from the setback line along the side lot line to the rear of the premises shall not be over four (4) feet in height, except for fencing required by law for swimming pools.

Section 7 - Utility Easements. Louisville Title Agency for N.W. Ohio, Inc., Trustee, 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 plat of Maplevue Woods Plat Three designated as utility rights-of-way, for the construction, operation and maintenance of electric lines, 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 structure, or any part thereof, shall be erected or maintained upon any part of the property in Maplevue Woods Plat Three, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8 - Noxious Uses. No spirituous or fermented liquors of any kind shall be manufactured or sold either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well 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; no 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, television, electric light or any other purposes, and no advertising sign, billboard or other advertising device, except real estate "For Sale" signs not to exceed 3 feet by 4 feet, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said residence without the consent of the Architectural Control Committee first having been obtained.

Section 9 - Nuisances. No animals or fowl of any kind or character shall be kept or maintained upon any part of any lot or tract. The Architectural Control Committee reserves the right to adopt reasonable regulations governing the keeping within any residence of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Maplevue Woods Plat Three.

Section 10 - Grades. Richard T. Burke, Inc. has established grades and slopes on the lots herein described. These grades have been fixed and are established on the Subdivision grading plan. They shall be used to determine the grade at which any residence shall be hereafter erected or placed thereon so that the same may conform to the general plan.
Section 11 - Laundry Facilities. 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 (7) feet from the ground. No more than one dryer may be used for each residence. 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 residence.

Section 12 - Temporary Structures and Storage. No structure of an temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in said Subdivision as a residence. No boats, buses, trucks, vacation trailers, camping trailers or house trailers, etc., shall be stored or parked in the yards (front, side or rear) or on the driveways of any of said lots in said Subdivision.

Section 13 - Debris and Rubbish. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except such as may be stored in a garage, basement or underground containers.

Section 14 - Sidewalks and Trees. All owners of lots in Mapleview Woods Flat Three shall install sidewalks at the locations designed by the developer in accordance with building standards and requirements of the City of Maumee and approved by said City's Engineering and Construction Division. The planting of the required sidewalk tree shall be done by the City of Maumee in conformance with the City of Maumee ordinance presenting in effect. The homeowner shall have paid for this service at the time of closing on said lot.

Section 15 - Enforcement. Louisville Title Agency for N.W. Ohio, Inc., Trustee, and its successor 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 hereof as interpreted by Richard T. Burke, Inc., and Louisville Title Agency for N.W. Ohio, Inc., Trustee, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Louisville Title Agency for N.W. Ohio, Inc., Trustee, 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 or consent to and continuing further or succeeding breach or violation thereof, and Louisville Title Agency for N.W. Ohio, Inc., Trustee, shall at any and all times have the right to enforce the same.

Section 16 - Modification. In connection with the provisions herein contained and with special reference to the Architectural Control Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of residence to be erected thereon, or for any reason satisfactory to it, the enforcement of the provisions of said Sections would work a hardship, Richard T. Burke, Inc., developer, may modify such provisions so as to permit variations in costs, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.
Section 17 - Severability. If any provision of these restrictions shall be determined by a court to be invalid or unenforceable, the remainder of these restrictions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 18 - Violation. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, 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.

IN WITNESS WHEREOF, Louisville Title Agency for N.W. Ohio, Inc., Trustee, has hereunto set its hand by its duly authorized officers on the day and year first mentioned.

Signed and acknowledged in the presence of:

[Signature]

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

By [Signature]
Kenneth L. White, Sr.,
Executive Vice President

By [Signature]
John W. Martin,
Executive Vice President

STATE OF OHIO ) SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this day of January, 1992, by Kenneth L. White, Sr. as Executive Vice President and John W. Martin as Executive Vice President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

VICKI L. FET
Notary Public, State of Ohio
My Commission Expires 4-14-92

RECEIVED & RECORDED

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SUE ROUX
RECORDER, LUCAS COUNTY, OHIO

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