MAPLEVIEW WOODS - PLAT 6

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

This Declaration, made and entered into by Richard T. Burke, Inc., this 7th day of January 1996.

WITNESSETH:

WHEREAS, Richard T. Burke, Inc. (Developer) is the owner of the following described real estate, situated in the City of Maumee, Lucas County, Ohio, viz:

Lots numbers one hundred three (103) through one hundred ninety-nine (109) inclusive in Mapleview Woods Plat Six, a Subdivision in the City of Maumee, Lucas County, Ohio.

WHEREAS, Developer desires to establish a general plan for the development of Mapleview Woods Plat Six and which will be for the benefit and the benefit of all future owners or occupants of all or any part of said premises, of any lot, lots or part thereof, located and situated in Mapleview Woods Plat Six 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Subdivision as an architecturally harmonious and desirable district, and to continue to maintain this general plan as originally made effective upon the platting of said Subdivision;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, Developer, in 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 Six 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 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 Six 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 than 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 period 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 200 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,
sty of architecture, use, the materials of construction
thereof, the color scheme therefor, the grading plan of the lot,
including the plan showing the proposed located of said residence
upon said premises and the plans, specifications details of said
residence shall have been submitted in duplicate for approval in
writing by the Architectural Control Committee, or its
successors, and a true copy of said plans, specifications and
details shall have been lodged permanently with Richard T. Burke,
Inc. In no residence except such as conforms to said plans,
specifications and details shall be erected, reconstructed,
placed or suffered to remain upon the said premises.

SECTION 3. Residential Use. Lots numbers 103 through 109
inclusive 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 on said
premises, nearer the front or street line or lines that the
building setback line or lines shown upon the plat of said
subdivision or nearer to any side line or real 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
cochers 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 or one, two or
more lots delineated on the recorded plat of Maplewood Woods Plat
Six 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, shrubbery, 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 of 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 Mapleview Woods Plat Six 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 fencin required by law for swimming pools.

SECTION 7. Utility Easements. Developer, 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 Mapleview Woods Plat Six designated as utility rights of way, for the construction, operation and maintenance of electric lines, telephone poles 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 property 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 Mapleview Woods Plat Six 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 noxious 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 or 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, 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. Disputes. 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 Mapleview Woods Plat Six.

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 a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this 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 Plat Six 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 pertaining in effect. The homeowner shall have paid for this service at the time of closing on said lot.

SECTION 15. Antennas. No radio or television antennas or satellite "dishes" larger than twenty-four (24) inches in diameter shall be erected, reconstructed, placed or suffered to remain on said premises.

SECTION 16. Enforcement. Developer, 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 option 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., Developer, shall not, by reason thereof, be deemed guilty of any manner or trespass for such entry, abatement or removal. A failure of Developer, to enforce any of the restrictions, right, 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 and continuing further or succeeding breach or violation thereof and Developer, shall at any and all times have the right to enforce the same.

SECTION 17. 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 hereon 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 18. 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 19. 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 variances shall be deemed a violation of these restrictions.

IN WITNESS WHEREOF, Richard T. Burke, Inc. 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]

RICHARD T. BURKE, INC.

By: [Signature]

Richard T. Burke, President

By: [Signature]

Bette J. Burke, Secretary/Treasurer
The foregoing instrument was acknowledged before me this day of January, 1996 by Richard T. Burke, President and Betty J. Burke, Secretary/Treasurer of Richard T. Burke, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

This instrument prepared by:
Richard T. Burke, Inc.

RECEIVED & RECORDED
FEB 23 1996
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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