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DECLARATION OF RESTRICTIONS FOR
MAPLEVIEW WOODS PLAT ONE
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 9th day of
December, 1980.

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 one (1) through sixty-two (62),
inclusive, in MAPLEVIEW WOODS PLAT ONE, 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 One, and which will be for its
benefit and the benefit of all future owners or occupants of all or
any part of said premises, or any lot, lots or part thereof,
located and situated in Mapleview Woods Plat One, 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as originally made effective upon the platting of said Subdivision;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, 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 One, and by reason of the adoption of the
Restrictions hereinafter set forth, does for itself, and its suc-
cessors 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 One 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, swimming pool,
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 the said premises.

Section 3 - Residential Use. Lots one (1) through sixty-
two (62) 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 build-
ing 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 cochere 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 Plat One, but only with the written consent of the
Architectural Control Committee. However, approval of the Archi-
tectural 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 Archi-
tectural 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 P. 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 here-in 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 similarornamentations 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, up-keep and any general conditions pertaining thereto. Any fence to be installed on any lot in said Mapleview Woods Plat One 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 Mapleview Woods Plat One 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 structure, or any part thereof, shall be erected or maintained upon any part of the property in Mapleview Woods Plat One, 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; 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 - 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 Mapview Woods Plat One.

Section 10 - Grades. Richard T. Burke, Inc. shall establish grades and slopes on the lots herein described, and shall fix the grade at which any residence shall be hereafter erected or placed thereon so that the same may conform to a 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 Mapview Woods Plat One 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 and plant a maple tree (acer rubrum) having a minimum trunk size of 2 inches in the front yard of said lot. Both said sidewalk and maple tree shall be installed and/or planted prior to the issuance of an occupancy permit for said residence.
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 in 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 cost, 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.
STATE OF OHIO

) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 9th day of December, 1980, by Kenneth J. White, Sr. as Executive Vice President and John V. Martin as Vice President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public:

BERNADINE ANDERSON
Notary Public, State of Ohio
My commission expires Jan. 20, 1987

This instrument prepared by:
John F. McCarthy, Esq.
Toledo, Ohio 43604

RECEIVED & RECORDED
DECEMBER 10, 1980

RECORDED: LUCAS COUNTY, OHIO

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