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ADOPTION OF
DECLARATION OF RESTRICTIONS FOR
MARINA MEADOWS FIRST EXTENSION

This Declaration, made and entered into by Richard A. Kuhn and Betty R. Kuhn, husband and wife this 29th day of January, 1976, hereinafter called "Developers".

WITNESSETH:

WHEREAS, Richard A. Kuhn and Betty R. Kuhn are the owners and Developers of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

Lots Numbers nineteen (19) through sixty-nine (69) inclusive in MARINA MEADOWS FIRST EXTENSION, a Subdivision in the City of Toledo, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as "Marina Meadows First Extension".

and

WHEREAS, Richard A. Kuhn and Betty R. Kuhn desire to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of Marina Meadows First Extension, certain easements and rights in, over and to Marina Meadows First Extension, and certain restrictions with respect to the use thereof;

NOW, THEREFORE, Richard A. Kuhn and Betty R. Kuhn, husband and wife, as the owners and Developers of such real estate and for the purpose aforesaid, hereby declare as follows:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials on construction thereof, the color scheme therefore, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwelling shall have been approved in writing by the Architectural Control Committee, hereinafter called the "Committee", its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the Committee, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. Anything to the contrary notwithstanding the provisions of these Declaration of Restrictions shall not be construed to prohibit the owner of Lot Number forty-five (45) to continue the location, use and maintenance of the improved structures and driveway as such are presently located and existing on said Lot Number forty-five (45) for private residence purposes.

Section 3. Said premises shall be used and occupied solely and exclusively for private residence purposes by families, including family servants, and no other than private residence purpose building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.
Section 4. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or 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 the Committee in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said dwelling house 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 dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with 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 Marina Meadows First Extension, but only with the written consent of the Committee.

Section 5. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any such lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by the Committee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Committee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said lot. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 6. The location of any and all driveways shall be and remain as now established upon said lots, or, if not now established, as shall be determined by the Committee 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 lots except as now located or determined in writing by the Committee. Complete specifications for construction of driveway shall be submitted to the Committee and its approval thereof indorsed thereon in writing.

Section 7. 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 lots 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 vegetables, so-called, nor 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, nor any unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall, or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of the Committee shall have been first obtained therefor, and to be subject to the terms and conditions of consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.
Section 8. In connection with the provisions contained in Section 5 above, it is hereby provided that if, in the opinion of the Committee, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said section would work a hardship, the Committee 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 9. The Committee 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 highways, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

Section 10. The Committee 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 Marina Meadows First Extension, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone 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 Marina Meadows First Extension, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 11. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either as whole sale or retail, upon said premises and 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, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of the Committee first having been obtained. Nothing herein contained shall prohibit the erection of television towers or antennas. No recreational vehicles of any kind or description, boats or trailers shall be stored on the premises nor parked on the premises for more than 72 hours. The right is reserved by the Developers to erect small structures and place signs on any unsold lot or improvements thereof.

Section 12. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. The Developers reserve the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats or other household pets (limited to two per dwelling unit) calculated not to become and not becoming a nuisance to the owners or inhabitants of Marina Meadows First Extension.
Section 13. 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 feet from the ground. No more than one dryer may be used for each dwelling house. 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 1st to October 1st of each year prior to ten o'clock a.m.

Section 14. The Committee reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely screened or within the garage or dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developers.

Section 16. The Developers reserve and are 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developers and the Developers shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Developers 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 of consent to any continuing, further or succeeding breach or violation thereof, and the Developers shall at any and all times have the right to enforce the same.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by the Committee, if subsequent thereto there be any variance in the actual construction and location of any addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

Section 18. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by the Developers, any such approval, designation, determination, modification, consent or any other such action by any other person or persons with the written powers of attorney of the Developers as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of all residences in said Marina Meadows First Extension, the Developers may cause to be incorporated a non-profit
corporation under the State of Ohio, to be called "Marina Meadows First Extension Property Owners Association", or a name similar thereto, and upon the formation of such association, every owner shall become a member thereof, and each such owner, including the Developers, shall be entitled to one vote on each matter submitted to a vote of members.

Section 2. The association, by vote of 2/3 of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. The Developers may, by an instrument in writing, in the nature of an assignment, vest the association, if and when formed, with the rights, privileges and powers herein retained by the said Developers which said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. There shall be and hereby is created the Architectural Control Committee, herein called the "Committee", composed of Charlene A. Kuhn, 2603 101st Street, Toledo, Ohio; Donald J. Kuhn, 2603 101st Street, Toledo, Ohio and Richard A. Kuhn, 5340 Bainbridge Road, Toledo, Ohio. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designate representative shall be entitled to any compensation for services performed pursuant to this covenant. The then existing Committee, may, by an instrument in writing, in the nature of an assignment, vest the function, rights and duties of the Committee in an association of home owners or any other similar group, which said assignment shall be recorded in the Office of the Recorder of Lucas County, Ohio; provided, however, that the individuals hereby constituted as members of the Committee and/or the successors designated by them shall have the conclusive right to continue to function as the Committee if they or the majority of them so desire until such time that a dwelling has been constructed on each of the aforesaid lots. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE FOUR

Section 1. Each grantee of the Developers by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants,
reservations, easements, and the jurisdiction, rights and powers of the Developer and of the Committee, and the association; created or reserved by this 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 impositions and obligations hereby imposed, shall run with the land and 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 the Developers or their successors or assigns or 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 provisions hereof, and the Developers, or their 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. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in said Marina Meadows First Extension, and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Marina Meadows First Extension, regardless of how or in what manner said interest is acquired.

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 the Developers or by the 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 the Developers shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, the Developers and Owners have signed this Declaration on the day and year first above written.

Signed in the presence of:

[Signatures]

Richard A. Kuhn - Owner - Developer

Betty R. Kuhn - Owner - Developer
Acknowledged January 29, 1976 in Lucas County, before a Notary Public, State of Ohio, (Seal).

Received for record January 30, 1976 at 3:02 P.M., and recorded in Volume 3213 of Mortgages, page 32.
STATE OF OHIO
COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally came
Richard A. Kuhn and Betty R. Kuhn, husband and wife, the Owners and Developers,
in the above instrument, and acknowledged the signing thereof to be their
voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed
my official seal this 29th day of January, 1976.

______________________________
Notary Public, State of Ohio

This Instrument Prepared By:
Lynn P. Field
Attorney at Law

LYNN P. FIELD
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO

Filed for record January 30, 1976 at 3:02 P.M. and
recorded in Volume 3213 of Mortgages, page 32.