McGREGOR HEIGHTS PLAT 5

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DECLARATION OF RESTRICTIONS

Whereas Stanbery Homes, Inc., is the owner of all the lots in McGregor Heights, Plat Five, a Subdivision in the City of Toledo, Lucas County, Ohio; the original Plat for which subdivision is recorded in Volume 130, page 10, Lucas County, Ohio Record of Plats; and

Whereas said owner desires to impose reasonable and beneficial restrictions and covenants upon the improvement, development, use, occupancy, and enjoyment of said property which are uniform in their provisions, duration, operation and effect;

Now, therefore, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said property as an architecturally harmonious and desirable residential area, said owner for itself, its successors and assigns, and for the regulation and protection of each and every person, his or her or its heirs, successors, executors, administrators, legal representatives and assigns, who shall in the future be the owner, occupant or tenant of any interest in or to any of said property, in the improvement, development, use, occupancy and enjoyment thereof, does by the execution and recording of this Declaration of Restrictions, hereby restrict the improvement, development, use, occupancy and enjoyment of said property to the extent and in the following manner, to-wit:

1. Each and every of said lots shall be used exclusively for residential purposes.

2. There shall not be erected, placed or suffered to remain on any of said lots, any building or structure other than one (1) private dwelling house not exceeding two (2) stories in height, designed and intended for the occupancy of one (1) family only, and a private garage, attached or separate, for not more than two (2) automobiles.

3. On lots numbers eighty-four (84) through ninety (90), both inclusive, the living area of each family unit shall not be less than twelve hundred (1,200) square feet. Determination of said living area shall not include basements, cellars, porches, garages, or any other area not designed for year-round living use. The area of any totally enclosed, unfinished space designed for future expansion of the living unit may be included in the determination of said minimum living area at the discretion of Stanbery Homes, Inc., or its nominee therefor.

4. No building, structure or other improvement shall be erected, placed or altered on any lot or on the area between any lot line and the paved portion of the public right of way adjacent to said lot until the following documents have been submitted and approved by Stanbery Homes, Inc., or its nominee therefor, prior to the commencement of construction.

   a. Construction plans and specifications of said building which set forth, but are not limited to, quality of workmanship and materials, harmony of exterior design with existing structures, exterior color scheme and any and all other features necessary to insure an architecturally harmonious and desirable residential area.

   b. A plot plan, drawn to scale, showing the location of all structures and improvements, both existing and proposed, on the lot and on the area between any lot line and the paved portion of the public right of way adjacent to said lot.

   c. Certification of a surveyor registered in the State of Ohio that he has staked out all proposed structures in accordance with said plot plan; and that the topography and finish grade of all proposed structures is in accordance with the Master Grading Plan approved by the Engineer of the City of Toledo, Lucas County, Ohio.

   d. Submission of any or all of said documents may be waived by Stanbery Homes, Inc., or its nominee therefor, when, in its opinion such submission is not necessary for the compliance with the intent of these covenants.

5. Unless approved by Stanbery Homes, Inc. in accordance with paragraph 4, no structure or other improvement shall be located in the area bounded by a lot line and the paved portion of the public right of way parallel to said lot line and such other lot lines extended perpendicular to paved portion of the public right of way.
6. No dwelling costing less than the equivalent of sixty thousand dollars ($60,000.00) as of the date of these restrictions shall be permitted on any lot in said subdivision. It is the intention and purpose of these covenants to assure that all the dwellings shall be of a quality of workmanship and materials of substantially the same or better quality than can be produced as of the date of these covenants at the minimum cost standard specified herein for the permitted dwelling size.

7. No building shall be located on any of said lots nearer to the front line or side street line than the minimum set-back lines as delineated upon the recorded plat of said subdivision, and no building shall be located nearer to any interior lot line than is permissible under public zoning regulations applicable thereto. No building shall be located on any easement of record within said subdivision. For the purposes of this covenant, eaves, steps, walks, drives, open porches, and patios shall not be constructed to permit any portion of a building to encroach upon another lot of distinct and separate ownership.

8. At the time of construction of any dwelling on any lot in said subdivision, the owner of said lot shall construct or cause to have constructed a public sidewalk, located within the public right-of-way, along the entire frontage, and where applicable the side street frontage, of said owner's lot. Such sidewalks shall be constructed in conformance to the public regulations applicable thereto. In the event that construction of any dwelling on any lot in said subdivision has not been started within two (2) years from the date of the recording of the plat of said subdivision, Stanbery Homes, Inc., or its nominee therefor, at its discretion, may give written notice to the then owner of record of said lot to construct or cause to have constructed said required sidewalks within sixty (60) days. In the event said sidewalks have not been constructed within the said sixty (60) days, Stanbery Homes, Inc., or its nominee therefor, may, at its discretion, construct or cause to be constructed said sidewalks at the expense of the owner of record.

9. At the time of construction of any dwelling on any lot, the owner of said lot shall have the front yard either sodded or hydro-seeded. Said front yard shall have a width equal to the frontage of said lot and a depth equal to a distance measured from the curb of the street to the front of said dwelling.

10. No structure of either a temporary or permanent character such as addition, trailer, basement, tent, shack, dog house, play house, garage, barn or other out building shall be placed or erected upon any lot without the written approval of Stanbery Homes, Inc., or its nominee therefor, and such structures shall not be used as a residence either temporarily or permanently.

11. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No wines, liquors, beer or other intoxicants shall be manufactured commercially or sold on any lot.

13. Power of approval, definition, interpretation and administration of these covenants shall be vested in Stanbery Homes, Inc., as long as said company shall retain fee ownership of any lot in said subdivision.

When Stanbery Homes, Inc. no longer retains fee ownership of any lot in said subdivision, the power of approval, definition, interpretation and administration of these covenants as they apply to all lots in said subdivision shall be vested in an architectural control committee.

Said architectural control committee shall be composed of three (3) members who are owners of record of lots in said subdivision. Said members shall be elected by a vote of a majority of the owners of record in said subdivision. Each owner shall have one vote for each lot owned by him. A majority of the committee so elected may designate a representative to act for it.

In the event of a vacancy on said committee created by the death, resignation or loss of ownership-eligibility of any member of said committee, the remaining members shall have full authority to designate a successor to fill said vacancy and complete the unexpired term.

Members of said committee shall serve for a term of five (5) years.
Neither the members of the committee, nor its representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

At any time following the establishment of the architectural control committee, the then record owners of a majority of said lots, shall have the power through a duly executed and recorded instrument, to change the number of members of the committee and to withdraw from the committee or add to it, any of its powers and duties as they apply to any and all lots in said subdivision.

14. 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 the required documents, as set forth in Section 5 hereof, have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with. In the event that construction has been commenced and completed without the submission of said required documents, and no suit to enjoin the construction has been commenced prior to the completion of said construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. These covenants shall run with the land and be binding upon all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of record of said lots has been recorded, agreeing to and directing a change of said covenants in whole or in part.

16. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain or to recover damages.

17. Invalidation of any of these covenants, or a provision thereof, by judgment or order of Court, shall in no way affect any of the other provisions or covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, said Stanbery Homes, Inc. has caused its corporate name to be subscribed to these presents by its President and Secretary thereunto duly authorized, on this 17th day of October in the year one thousand nine hundred ninety-one.

Signed and acknowledged
in the presence of:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, ss.

Before me a Notary Public in and for said County, personally appeared Ray C. Stanbery, President, and Bruce W. Stanbery, Secretary, of the said Stanbery Homes, Inc., who acknowledge that they did sign said instrument as such officers of said corporation in behalf of said corporation and by the authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Ray C. Stanbery, President, and Bruce W. Stanbery, Secretary, as such officers and the voluntary act and deed of said corporation for the uses and purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of October, 1991.

This instrument prepared by Stanbery Homes, Inc.

RECEIVED & RECORDED

OCT 18 1991

SUE RIOUX
RECORER,LUCAS COUNTY,OHIO

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