MELVINDALE PLAT ONE

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DECLARATION OF RESTRICTIONS FOR
MELVINDALE PLAT ONE, A SUBDIVISION
IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

This DECLARATION OF RESTRICTIONS ("Declaration") adopted by BARON HOMES, INC., an Ohio corporation, hereinafter called ("Developer"), as of the 7 day of October, 2002.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded Plat ("the Plat") of Melvindale Plat One, a subdivision in the City of Toledo, Lucas County, Ohio ("Melvindale"), which Plat is recorded in Volume 152, Pages 65 through 66, of the Lucas County, Ohio Record of Plats; and

WHEREAS, Melvindale is intended to be a single-family residential subdivision (sometimes "subdivision" herein) developed in accordance with the applicable provisions of the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan, does for itself and its successors and assigns, hereby declare, covenant and stipulate the all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all restrictions heretofore enforced on said property by any other instrument.

ARTICLE I
USE OF LAND

1.1 -- RESIDENTIAL LOTS. All of the lots located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than one thousand two hundred (1,200) sq. ft. of living area as measured from the outside of exterior walls and excluding basements, decks, porches and garages ("residence", "structure", "building", and "dwelling" have been sometimes used interchangeably herein). With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

1.2 -- USE. The construction of a single-family residence on more than one residential lot shall be permitted. Not more than one single-family residence shall, however, be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the other written approval of the Developer.

1.3 -- USE RESTRICTIONS. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Plat, nor shall anything be done within the Plat which...
may be or become an annoyance or nuisance in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for residential or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, cattle, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within thirty (30) days after its delivery to such residential lot shall be removed therefrom.

1.4 -- COMPLETION OF STRUCTURES. All residences must be completed by an owner within eight (8) months following the commencement of construction on any lot. No sod, dirt or gravel other than incidental to construction or approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 -- PETS. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be permitted to be left outside unattended or be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer. Pit Bulls and other vicious animals are strictly prohibited in Melvindale.

1.6 -- SIGNS. No signs of any character other than signs not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 -- MISCELLANEOUS. No trailer, basement, tent, garage, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time shall any shed or other outbuilding be permitted to be located or placed on any lot within Melvindale without the prior written approval of Developer. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Developer as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal or rubbish, debris, leaves and garbage may from time to time be established by the Developer.

1.8 -- QUALIFIED BUILDERS. Developer hereby reserves the right and all owners of any lot in the Subdivision hereby agree to the limitation. prior to commencement of construction, the written approval of Developer of all builders or other persons or entities who or which intend to construct any residence on any lot within the Subdivision; it being expressly understood and agreed that Developer, in placing this particular restriction on all lots within the Subdivision, is attempting to establish a certain minimum experience level of all persons who construct residences on any lot within the Subdivision. The approval of any and all such builders must be noted on all plans approved under Section 2.1 hereof.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 -- SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedge, residences, garages or basements) to be constructed and/or situated on
any residential lot within the Plat shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location (two [2] copies of a surveyed property location plan shall be submitted), type, architectural design, quality, use, construction materials and color scheme of the proposed building, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. Under no circumstances shall mobile homes, or residences, prefabricated or otherwise constructed be approved for or constructed within the Plat. Certain types of vinyl siding will be permitted to be used on the sides and rear of a residence provided the written approval of the Developer as to the quality and color of such vinyl siding is first obtained.

2.2 -- ARCHITECTURAL STANDARDS, HARMONIOUS PLAN. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Malvindale a desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgment of the Developer, complement one another and promote the harmony and desirability of the Malvindale taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built at the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the aesthetic standards of the community.

2.3 -- LOCATION OF STRUCTURES. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines than the building set back lines as shown on the Plat nor nearer to any side line or other rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling (provided all greater applicable zoning setbacks shall also be observed). This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot shall apply to and include porches, verandas, porte-cochere, and other similar projections of any dwelling.

2.4 -- MAXIMUM HEIGHT. No structure constructed or erected within the Plat shall be greater than two and one-half (2½) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 -- SWIMMING POOLS AND OTHER ABOVE-GROUND IMPROVEMENTS OR PROPERTY. Except for compatibly colored television receiving dishes, no greater than twenty-four (24) inches in diameter, and located on a residence so as to not be visible from the street, and sheds and other outbuildings approved as stated herein, no above-ground swimming pools, radios or television receiving equipment or such other similar removable personal property of any kind shall be permitted, installed or maintained on any residential lot within the Subdivision.

2.6 -- DRIVEWAYS AND SIDEWALKS. Notwithstanding anything to the contrary contained in the Plat, the owner of each lot in the Plat shall be responsible for the installation of public sidewalks within the plat-of-way adjacent to any particular lot, which shall be installed at the time the lots are for the first time included in the Plat or at such time as a residence is constructed thereon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to do so shall construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the Plat shall be either asphalt or concrete. The location and design of all driveways, if not now established, shall be determined by
Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway, which shall be either asphalt or concrete, shall be submitted to Developer and its approval thereof endorsed thereon in writing.

2.7 -- BUILDING LINES AND LANDSCAPING. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 2.3, henceforth, as shown on the Plat. Said portion of any lot shall not 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 any lot for privacy walls, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or any other ornamental features, or the purpose of beautifying any lot, but no vegetable or ornamental grass other than the ordinary yard or field variety shall be grown on the front or side yards on such portion thereof, and no weeds, underbrush or other unsightly growths, shall be permitted to grow on or remain anywhere upon any residential lot, and no unsightly objects shall be allowed to be placed or permitted 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 any residential lot, unless the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

2.8 -- ESTABLISHMENT OF GRADES. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Melvindale. Deviations from such established grades is strictly prohibited unless first approved by the Developer in writing.

2.9 -- BASKETBALL BACKBOARDS. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building lines as set forth in the Plat and all such basketball backboards, when erected, shall first be approved by Developer in writing.

2.10 -- MAILBOX AND/OR PAPER DELIVERY. The Developer shall have the exclusive right to determine the location, color, composition size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, color and quality.

2.11 -- FENCE. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected or placed or suffered to remain upon any residential lot, nor shall a hedge be erected, placed or suffered to remain upon any residential lot unless the written consent of the Developer shall have been first obtained therefor, and be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated that a three-rail split rail treated hardwood fence is the approved material for any fence. Wire fencing may be attached to any approved split rail fencing on the lot owners side of the fence. Fences shall not be erected nearer to any street or rear lot line than the building setback line or lines shown on the Plat.

2.12 -- CONSTRUCTION IN VIOLATION OF APPROVED PLAN. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, and erection, thing or condition that may be or exists contrary to the intent and meaning of this Declaration of Easement of record by Developer, and Developer shall not, by reason thereof be deemed to have any manner of disavow or such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver
therefore to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

2.13 -- POWER OF ATTORNEY. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by either one of the above-named Developers or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deeds on behalf of Developer shall be sufficient.

2.14 -- EXPANSION. Developer hereby reserves the right to expand the subdivision to include certain adjacent property. Developer also reserves the right at any time to assign all the lot owners all rights reserved to it hereunder by recording a document to that effect.

2.15 -- DRAINAGE AND UTILITY EASEMENTS. The Plat specifically notes the existence of various utility and drainage easements covering certain portions of the lots. Each lot owner shall be responsible for the costs to maintain such easement areas and all private utilities located therein.

2.16 -- MAINTENANCE CHARGES. Each and every lot in the Plat shall be subject to a maintenance charge in the amount established by the Developers, initially $50.00 annually (such assessment shall be on a per lot basis), payment to be made one annual installment on or before the 30th day of January for each calendar year for the upcoming calendar year commencing January 30, 2003 (all lot sales in 2002 shall be prorated from date of closing through December 31, 2002). The Developer shall have a lien perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"NOTICE OF LIEN"

Notice is hereby given that: ___________ claims lien for unpaid annual assessments for the year(s) ___________ in the amount of ___________ against the following described premises:

(Insert Legal Description)

By: ___________

State of Ohio, County of Lucas, ss.

The foregoing instrument was acknowledged before me this ___ day of ___________, 20__, by ___________, on behalf of said ___________.

[Signature]

Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such deficiencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien.
of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessment shall be levied against all lots in Melvindale and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Subdivision, and for any and all other purposes which the Subdivision may determine from time to time so to be for the general benefit of the owners of the lots in Melvindale, including the maintenance of any boulevard areas, ponding areas, drainage areas, and the management and enforcement of the rights and duties under the within Declaration of Restrictions.

ARTICLE III

EASEMENTS

3.1 — RESERVATION OF EASEMENT RIGHTS. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant covenants, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the subdivision, over, below or under any of the areas designated as "Private Utility or Drainage Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer also reserves to itself, and to its successors and assigns, the right to use or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Private Utility or Drainage Easements", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.14. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

ARTICLE IV

DURATION OF RESTRICTIONS, AMENDMENTS

4.1 — TERM. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer until the first day of October, 2022 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2 — AMENDMENTS. These covenants and restrictions may be amended or revoked by Developer unilaterally as long as Developer owns one (1) lot in Melvindale or with the approval of the then owners of not less than seventy-five (75%) of the residential lots in the Plat, which amendment shall become effective upon filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by the Developer, or by all necessary approving lot owners, as the case may be, with the formalities required by law.
ARTICLE V

ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 -- VIOLATIONS UNLAWFUL. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

5.2 -- SAVING CLAUSE. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

5.3 -- TRANSFERS SUBJECT TO RESTRICTIONS. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

5.4 -- NOTICES. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer as the address as first indicated above.

5.5 -- NO WAIVER OF VIOLATIONS. 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.

5.6 -- WAIVER OF RESTRICTIONS BY DEVELOPER. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, type of structure, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

SUBJECT PARAGRAPH HEADINGS. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

WITNESSES: BARON HOMES, INC., an Ohio corporation

__________________________
By Victor Mikowitz, President

02 6872E11
State of Ohio, County of Lucas, ss:

The foregoing instrument was acknowledged before me this 5th day of October, 2002, by Victor Markowitz, President of Baron Homes, Inc., an Ohio corporation, on behalf of said corporation.

[Signature]

Notary Public

Julie A. Mesner
Notary Public

After recording mailed to and
This instrument prepared by:
Jerome R. Parker, Esq.
Griswold, Kaplin & Parker, LLP
508 Madison Avenue, Suite 930
Toledo, Ohio 43604

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OCT 11 2002 9:32 AM
Sue Rioux
Recorder, Lucas County, Ohio

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