MILL CREEK FARMS - PLAT III

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DECLARATION OF PROTECTIVE COVENANTS
FOR
MILL CREEK FARMS
PLAT III

The following expressed conditions, provisions, and covenants shall be made a part thereof:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and an attached garage for not more than three cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided by an Architectural Control Committee composed of Gary L. Obersforf, Grand Rapids, Ohio; John T. Hanifian, Waterville, Ohio; and Ferdinand Seipel, Jr., Bowling Green, 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 designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee to withdraw from the committee or restore it any of its powers and duties.

The committee’s approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, has not approved or disapproved within 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.

3. It shall be required that in all new residential construction all single-family detached dwellings shall have a minimum of a two-car garage. All family units as initially constructed must have a minimum of 1,500 square feet of finished living area in a one story dwelling, and multi-level units must have at least 900 square feet on ground level with a total minimum area of 1,500 square feet of finished living area.

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

5. No structure of a temporary character, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No camping trailer, motor home, boat, storage trailer or the like may be parked for a
period of longer than 48 hours in the front of the building set back of any residence. All such vehicles must be stored only in side yards and adequately sheltered, covered or concealed either by landscaping or allowed fencing so as not to be visually offensive to either adjacent neighbor or front or traffic. No vehicle will be used for living purposes while on the property.

7. No barns or other outbuilding shall be allowed to be erected on any of the lots of this addition without special written approval of the Architectural Control Committee. In addition, no storage sheds, enclosures, buildings of any kind, wood piles or any obstructions shall be located in the rear yards except within 12 feet from the rear of the main residence. Satellite dishes and above-ground pools will be prohibited and all in-ground pools along with required fencing and equipment storage must be approved by the Architectural Control Committee.

8. No fence shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless considered as a "Decorative" fence as determined in writing by the Architectural Control Committee. Other fencing in the remainder of the property shall be of only split or round rail wood fencing type with or without a wire mesh affixed to the interior and said fence. Security fencing other than split or round rail fencing shall be allowed, provided it does not extend 12 feet beyond the rear of the main residential building.

9. No professional office, business, trade, or commercial activity of any kind shall be conducted in any building or any portion of any lot, block or building site in said subdivision except those incidental to the original sale of each dwelling and lot by the subdivider or its appointed agent. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby protected without the consent in writing of the Architectural Control Committee and the Administrator of the Village of Waterville; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than 6 square feet in size and shall be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

10. No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property, provided that they are not kept, bred, or maintained for any commercial use of purpose.

11. Before any house may be occupied it must be completely finished on the exterior in accordance with plans approved by the Architectural Control Committee; all the yard which is visible from all streets must be planted with grass or have other suitable ground cover, the front of the dwelling must be landscaped, and the driveway surface must be paved with either asphalt or concrete. Public sidewalks must be installed and maintained in conformance with provisions of the

to 120 days by the above committee due to weather conditions or other circumstances beyond this control of either builder or owner.

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

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.
Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, the said Victor Crouch, Vice-President and Margretta R. Laskey, Vice-President of the Port Lawrence Title and Trust Company, acting in the capacity of Trustee for the owners of MILL CREEK FARMS PLAT III have hereunto subscribed their names on this 14th day of December, Nineteen Hundred and Ninety-eight.

WITNESSES

THE PORT LAWRENCE TITLE AND TRUST CO.

BY: Victor Crouch, Vice President

Margretta R. Laskey, Vice President

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Victor Crouch, Vice President and Margretta R. Laskey, Vice President of the said The Port Lawrence Title and Trust Company. Trustee, and Ohio Corporation, on behalf of the corporation, this 14th day of December, 1998.

My Commission Expires 11-7-99

RECEIVED &Recorded

RECORDER, LUCAS COUNTY, OHIO

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