This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
ADOPTION of "ORCHARD HILLS PLAT III"
and
DECLARATION OF RESTRICTIONS THEREFOR

This declaration, made and entered into by WOOD GLEN DEVELOPERS, INC. and the OHIO CITIZENS TRUST CO., this seventeenth day of January, 1978

WITNESSETH THAT:

WHEREAS, Wood Glen Developers, Inc., hereinafter for convenience referred to as "Developers"; is the owner of the following described real estate, and

WHEREAS, The Ohio Citizens Trust Co., hereinafter for convenience referred to as "Mortgagees"; is the Mortgagee of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

Lots Numbers One (1) thru Thirty-Four (34) Orchard Hills Plat III. a subdivision in the City of Toledo, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as "Orchard Hills";

and

WHEREAS, the Developers and Mortgagees desire to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of Orchard Hills, certain easements, and rights, in, over and to Orchard Hills, and certain restrictions with respect to the use thereof.

NOW THEREFORE, Wood Glen Developers, Inc., as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No dwelling 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, and the
color scheme therefore, the grading plan of the lot, including the
grade elevations of said dwellings, the plot plan showing the proposed
location of said dwelling upon said premises and the plans, specifica-
tions and details of said dwelling shall have been approved in writing
by the Developers, its successors or assigns, and a true copy of said
plans, specifications and details shall have been lodged permanently
with the Developers, 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. All lots shall be used and occupied solely and exclusively
for private residence purposes by a single family, including their
family servants, and no other than one single family, private residence
purpose building, hereinafter for convenience called "dwelling" shall
be erected, reconstructed, placed or suffered to remain thereon.

Section 3. 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 on the
recorded plat of said subdivision nor nearer to any side line or
rear line that shall be determined by the Developers, 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 comply to the applicable portions of the Toledo
Municipal Code. The parcel of land upon which a dwelling 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 Orchard
Hills, but only with the written consent of the Developers.

Section 4. No garage or any addition thereto or alteration thereof
shall be erected, reconstructed, placed or suffered to remain upon
said premises 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 therefore, the grading elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, the garage entrance shall have been first approved in writing by the Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be approved by the Developer at the time of approval of the plans and specifications for said dwelling.

Section 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the recorded 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 premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary, foundations 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, and no unsightly objects shall be allowed to be placed or suffered to remain upon said premises until the written consent of the Developers shall
have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and general conditions pertaining thereto that said consent may name.

Section 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of the Developers, 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 endorsement of the provisions of said Section would work a hardship, the Developers 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 8. The Developers reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone poles, lines and conduits, and for water, gas, sewer, and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 9. The Developers reserve to themselves, their 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 recorded plat of Orchard Hills designed 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 Orchard Hills over or upon which easements for the installation and maintenance of public utilities and storm sewers
will be or have been granted.

Section 10. No spirituous, vinous, 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 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 Developers first having been obtained. The right is reserved by the Developers to erect small structures and place signs on any unsold lot or improvements thereon.

Section 11. No animals, rabbits or poultry of 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 house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Orchard Hills.

Section 12. No cloths, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards.
Section 13. The Developers reserve 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 14. All rubbish and debris, combustable and non-combustable, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. 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 15. The Developers reserve 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, and 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 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 therefor or acquiescence in or 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 16. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developers.
Section 17. In all instances where plans and specifications are required to be submitted to and are approved by the Developers, 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.

Section 18. Every lot owner and/or builder on said lots shall notify the Developers, its successors and assigns or their representative engineer before any excavated material from said lot shall be removed. Upon such notification the Developers, its successors and assigns or their representative engineer may require said surplus material to be deposited on other lots in the Orchard Hills Plat III Subdivision in order to establish the required grades shown on the engineering plans of said subdivision.

Section 19. All grantee, successors or assigns of the Developer agree to build at their own expense a public sidewalk across the front, and side street if any, as required by local governmental authorities and shown on the engineering plans of said subdivision. Said public sidewalks are to be built on said lots within one year of purchase. It is understood that the responsibility for the sidewalks passes with title to the grantees, successors or assigns of the Developers.

Section 20. 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 attorney authorized to sign deeds on behalf of the Developers, and approved by 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 not less than twenty-
seven lots in said Orchard Hills Subdivision, the Developers may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Orchard Hills Property Owners Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) 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 for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The Association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conversation 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 by an instrument in writing, in the nature of an assignment, vests 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, of Lucas County, Ohio.

ARTICLE THREE

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 Developers, 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 the 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 Developer or its successors or assigns, or the Association, the right (a) to enter upon the land 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 its 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 by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described and none of said restrictions, covenants, conditions, agreements or other provisions shall supercede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.
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 if 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. The Developers reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by the Developers or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. 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, Wood Glen Developers, Inc., an Ohio Corporation and the Ohio Citizens Trust Co., an Ohio Corporation, have caused their corporate names to be subscribed and their corporate seals to be affixed hereto by: Craig P. Lasobik, President and Claude M. Brown, Jr., Secretary-Treasurer of Wood Glen Developers, Inc. and Richard A. Picch, Vice President and James J. Merring, Assistant Vice President of the Ohio Citizens Trust Co., this 17th day of January, 1978.

(Signed) WOOD GLEN DEVELOPERS, INC.
By Craig P. Lasobik, President
By Claude M. Brown, Jr., Secretary-Treasurer
THE OHIO CITIZENS TRUST CO.
By Richard A. Picch, Vice-President
By James J. Merring, Assistant Vice-President

Two witnesses.
Acknowledged January 17, 1978 in Lucas County, Ohio, by said
Wood Glen Developers, Inc., by Craig P. Lasobik, its President and
Claude M. Brown, Jr., its Secretary-Treasurer; and by The Ohio Citizens
Trust Co., by Richard A. Pioch, its Vice President and by James J.
Merring, its Assistant Vice-President, before a Notary Public, State
of Ohio, (Seal).

Received for record February 14, 1978 at 11:20 A.M., in
Mortgage Record 78-135A12, Lucas County, Ohio records.