PARK PLACE
PLAT 2

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.

PARK PLACE PLAT 2

JUN 15 1995

21097

DECLARATION OF RESTRICTIONS

AS TO

Lots fifty one (51) through seventy two (72), all inclusive, in PARK PLACE PLAT TWO, a Subdivision in the City of Oregon, Lucas County, Ohio

THIS DECLARATION, made and entered into by Ronald E. Gladieux and Marian K. Gladieux, hereinafter called " Developers", and Northwest Title Agency of Ohio and Michigan, Inc., Trustee, hereinafter called "Trustee", this 13th day of JUNE, 1995.

WITNESSETH:

WHEREAS, Trustees is the owner in fee simple and Developer is the beneficial owner of certain parcels of land situated in the City of Oregon, Lucas County, Ohio and described as follows:

Lots fifty-one (51) through seventy two (72), all inclusive, in Park Place Plat Two, a Subdivision in the City of Oregon, Lucas County, Ohio;

(hereinafter the "Property")

and

WHEREAS, Developers and Trustee have caused a plat including the above described property to be prepared and recorded, which plat provided for:

1. Subdivision of said land known and hereinafter referred to as PARK PLACE PLAT TWO:
2. The dedication to public use of certain streets and ways therein; and
3. The reservation of certain easements therein for installation and maintenance of public utility service;

and

WHEREAS, Developers and Trustee desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of the Property, certain easements and rights in, over and to the Property, and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned Property and to impose hereby certain restriction on the Property.

NOW THEREFORE, in consideration of these premises and in consideration of the enhancements in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purpose of which the same are designated, and to provide a uniform general plan for the improvement, development, use, occupancy, enjoyment of said Property as an architecturally harmonious, artistic and desirable residence district, Developers and Trustee, for themselves, their heirs and assigns do hereby declare, covenant and stipulate that each lot in the Property shall hereafter by sold, conveyed or transferred by Developers and Trustee, their heirs and assigns, including transfers by operation of law, shall hereafter by deemed sold, conveyed or transferred, subject to the following covenants, conditions, agreements and restrictions, to-wit:

Northwest Title

See Vol 135 Pg 1-6 & 7

¼ S T

(Page 1 of 7)

ARB

95 1142B06

ARTICLE ONE

Section 1. All lots in the Property shall by known and described as residential lots and shall by used and occupied solely for private residence purposes by a single family, including their family servants, and no other than one (1) single family, private residence purpose building, hereinafter for convenience called "dwelling", shall be erected, reconstructed or placed or suffered to remain thereon, and no part of any lot in the Property shall be used for any nonresidential purpose, except as otherwise provided herein, or as specifically permitted by the provisions hereof.

Section 2. Developers and Trustee reserve to themselves, their heirs and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of each lot that is a part of the Property shown on the plat of PARK PLACE PLAT TWO designated as utility right-of-ways 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. No building or the structure or any part thereof shall be erected or maintained upon any part of the Property in over or upon which easements for installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 3. Developers and Trustee reserve 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, cablevision and conduit or other public utility facility, 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 portion of any lot may now or hereafter front or abut.

Section 4. Developer and Trustee reserve sole and exclusive right to cut and establish grades and slopes on the residential lots in ~~said~~ Property and fix the grade ~~at~~ which any residence shall hereafter be erected or placed thereon, so that the same may conform to the general client.

Section 5. No dwelling, or any addition thereto, or any alteration thereof, shall be erected, reconstructed, placed or suffered to remain on any lot, unless or until the size, location, type, style or architecture, plan, materials and construction thereof, and the color scheme [illegible], the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot, and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, their heirs or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer. No dwelling except such as conform to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot.

Section 6. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lot nearer the front street line or lines than the building setback line or lines shown upon the plat of PARK PLACE PLAT TWO near to any street. In [illegible] such shall be determined by Developer in writing at the time the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed on the front, side and rear lines of said lot, shall apply to and include porches, verandas, porte-cocheres, and other similar projections of said dwelling.

95 114207

Section 7. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area, excluding garage, porches and basement, less than 1,650 square feet in the event said structure is a single story and 1,800 square feet in the event said structure is a story and a half and 2,000 square feet in the event said structure is a two story. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises unless, in addition to the floor area above specified and required, said dwelling shall include an attached two-car garage of not less than 450 square feet.

The exterior of the front and sides of each dwelling shall be brick or a combination of brick and siding. The back of the dwelling could be all siding if desired. All homes in the Property must have a minimum of 6/12 roof pitch. All mailboxes must be identical in size, design, and color to meet the specifications furnished by the developer.

Section 8. That portion of each lot lying between the building setback line and the street or streets shall be used only for lawn purposes. Nothing herein contained, however, shall be construed as preventing the use of such portions of any lot or walks, the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary, fountains and similar ornamentation, for the purpose of beautifying any lot, but no vegetables or grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon any lot, and no 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 any lot until 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 and any upkeep in general condition pertaining thereto that said consent may name.

Section 9. No above-ground pools shall be erected, placed or suffered to remain upon any lot. In-ground pools may be erected, placed or suffered to remain on a lot only with the approval of Developer as to design, size, location and landscaping.

Section 10. All driveways and approaches shall be concrete or brick construction. No stone of asphalt driveways shall be permitted, placed or suffered to remain upon any lot.

Section 11. No fence shall be erected or maintained closer to the street than the rear of the house, and shall not be erected of maintained until approved by Developer.

Section 12. No spirits, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas or oil shall at any time, whether intended for temporary or permanent purpose, shall be erected, placed or suffered to remain on said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonable disturb the quiet of the owner or owners of any adjoining land. No pole, television antenna tower, satellite dish recreation equipment, no advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon the said premises. No sheds, barns or utility buildings shall be erected, placed of suffered to remain on said premises without the written consent of Developers. The right is reserved by Developers to erect advertising signs and displays at entrances to the development until all lots are sold and to erect small structures and place signs on any unsold lot or improvements thereon. Builder erecting a dwelling may place an identification sign on the property during the construction.

Section 13. Except for normal household pets, no animals, rabbits or poultry of any kind, characters or species shall be kept on or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lot or track. Developer shall have the right to reasonable regulations governing the keeping within a dwelling of domestic dogs, cats or other household pets, calculated not a nuisance to the owner or inhabitants of the Property.

Section 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lawn, except in the rear yard. 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.

Section 15. No boats, boat trailer, house trailer, motor home, recreational vehicle, motor coach or truck (except pickup trucks or vans not exceeding one (1) ton shall be parked, stored or suffered to remain with the Property whether on a lot or in a street, unless parked or stored within a garage out of view. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, treehouse or outbuilding of any kind shall be permitted in the Property except with the approval of the Developers.

Section 16. No lot shall be used for storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon said lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six months (6) of the date of beginning of construction.

Section 17. The parcel of land upon which the dwelling is to be constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, may include one (1) or two (2) or more lots included in the Property as delineated on the recorded plat of PARK PLACE PLAT TWO.

Section 18. No dwelling erected in the Property shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. No sod, dirt or gravel, other than incident to construction of approved structure shall be removed from said lot without the approval of Developers.

Section 19. In all instances where plans and specifications are required to be submitted to and are approved by 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 in violation of these restrictions.

Section 20. Each grantee of Developers and Trustee, by acceptance of the deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and power of Developers and Trustee, 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 as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of every restriction or condition or the breach of any covenant or provision herein contained shall give Developers and Trustee, their heirs and assigns, the right:

A. To enter upon the land which, or as to which, such violation or breach exist, and to summarily abate and remove, at the expense or the owner of said lot or lots, any structure or thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developers and Trustee shall not thereby be deemed guilty of any manner of trespass; or

B. In the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Developers and trustee their heirs or assigns.

Section 21. All restrictions, covenants and 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 mortgage now or hereafter executed, or encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce 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 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 the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 22. None of the restrictions proposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.

Section 23. The validity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restrictions or provisions, shall not impair or affect in any manner the validity, enforceability or affect the rest of this Declaration.

Section 24. Developers and Trustee hereby establish the PARK PLACE PLAT TWO Association which shall consist of all of the owners of lots located within the Property. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title to a lot is in more than one (1) person, such co-owners acting jointly shall be entitled to but one vote.

The Association, by vote of two-third (2/3) of its members, may adapt 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 the residents of said Property, and all parts of said Property shall at all times be maintained subject to such rules and regulations.

Upon conveyance of eighty (80) percent of the lots in Park Place Plat Two, Developer and Trustee will assign and transfer all their interst and responsibilties retained in these restrictions to the Park Place Plat Two Home Owner's Association. All of Developer's and Trustee's responsibilities and interests will cease at that time.

Section 25. The officers of the Association shall be elected as provided in the By-Laws, shall exercise the power, discharge the duties and be vested with the rights conferred by the By-Laws and this Declaration upon the Association, except as otherwise specifically provided. Officers of Park Place Plat Two Association may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The By-Laws shall confer upon the President of the Association, or such other officers as they may direct, the specific duty of action as liaison between the

Association and local governmental officials for the purpose of coordinating their efforts in enforcing the restrictive provisions of this Declaration which are of mutual interest.

The By-Laws of the Association shall provide for an annual meeting of the Owners' Association on a date specified therein. Special meetings of the Association may be called by owners representing one-third (1/3) of the votes of the Association by giving notice of such meeting through publication in a newspaper of general publication in the area at least three (3) weeks prior to the date of said meeting at a place located within the PARK PLACE PLAT TWO subdivision; a meeting may be called by the President of PARK PLACE PLAT TWO Association by the giving of notice in a newspaper of general circulation as approved above.

The rules, regulations or By-Laws adopted by the PARK PLACE PLAT TWO Association may be amended at any time by owners representing two-third (2/3) of the votes of the Association, at a meeting of the Association called for that purpose.

Section 26. Any owner who leases his lots or the improvements constructed thereon shall bye required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of the Declaration of Restrictions, the Association's Articles of Incorporation and By-laws, if any, and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days; provided, however, that the minimum initial term of any such lease shall be six (6) months.

Violation of any of the rules and regulations adopted by owner or by the Association formed pursuant to the lease restrictions shall be deemed a violation of the Declaration and may be enjoined as herein provided.

Section 27. The rights. privileges and powers herein retained by Developers and Trustee shall be assignable to and shall inure to the benefit of their heirs and assigns. Said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

Section 28. These covenants and restrictions shall run with the land and shall be binding upon the Developers and Trustee and all persons claiming under and through the Developers and Trustee until the first day of January, 2015, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions my be amended to January 1, 2015, with written approval of not less than two-thirds (2/3) of the eligible voters as set forth in Section 23 of this Declaration of Restrictions for the lots in the Property, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating in the amendment was signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2015, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in the Property upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, Ronald E. Gladieux and Marian K. Gladieux, Developers, and Northwest Title Agency of Ohio and Michigan, Inc., Trustee, have hereunto set their hands this 13th day of June, 1995.

95 1142B11

Signed and acknowledged in the presence of:

DEVELOPERS:

Ronald E. Gladieux

Marian K. Gladieux

Signed and acknowledged in the presence of:

TRUSTEE:

Northwest Title Agency of Ohio and Michigan, Inc., Trustee

STATE OF OHIO)
) ss
LUCAS COUNTY)

The foregoing instrument was acknowledged before me this 13 day of June, 1995, by Ronald E. Gladieux and Marian K. Gladieux, husband and wife.

Notary Public - State of Ohio

JEFFRY P. HOOGERHYDE, Lucas County
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 26, 1998

STATE OF OHIO)
) ss
LUCAS COUNTY)

The foregoing instrument was acknowledged before me this 13 day of June, 1995, by Donna L. Shaw, President of Northwest Title Agency of Ohio and Michigan, Inc., an Ohio Corporation, on behalf of the Corporation.

Notary Public - State of Ohio

VIKKI VIDAS
Notary Public, State of Ohio
My Commission Expires 11-22-98

THIS INSTRUMENT PREPARED BY

RECEIVED & RECORDED
JUN 15 1995
SUE RIOUX
RECORDER,LUCAS COUNTY,OHIO

95 1142B12