PARKGELANDE ESTATES - PLAT 3 (LOTS 43-57 AND 95-111)

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DECLARATION OF RESTRICTIONS

AS TO

PARKGELANDE ESTATES, PLAT 3, LOTS # 43-57 and 95-111

A Subdivision in the City of Oregon, Lucas County, Ohio

THIS DECLARATION, made and entered into by Parkgelande Company, hereinafter called "Developer", this 11th day of January, 1996.

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of a certain parcel of land situated in the City of Oregon, Lucas County, Ohio, hereinafter referred to as Parkgelande Estates, Plat 3, a Subdivision in the City of Oregon, Lucas County, Ohio.

WHEREAS, Developer has caused a plat of the above-described land to be prepared and recorded, which plat provided for:

1. Subdivision of said land known and hereinafter referred to as Parkgelande Estates, Plat 3;
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, Developer desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Parkgelande Estates, certain easements and rights in, over and to Parkgelande Estates, Plat 3 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Parkgelande Estates, Plat 3, and to impose hereby certain restrictions on such lots in said Parkgelande Estates, Plat 3.

See Vol. 136, Pages 504-51 of Plat.
NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above-described land, and to afford purchasers protection in the use and occupancy thereof, for the purpose for which the same are designated, and to provide a uniform general plan for the improvement, development, use, occupancy, enjoyment of said Parkgelande Estates as an architecturally harmonious, artistic and desirable residential district, Developer, the owner, for itself, its successors and assigns, does hereby declare, covenant and stipulate that each said lot in Parkgelande Estates, Plat 3, shall hereafter be sold, conveyed or transferred by Developer, its successors and assigns, including transfers by operation of law, shall hereafter be deemed sold, conveyed or transferred, subject to the following covenants, conditions, agreements and restrictions, to wit:

ARTICLE ONE

Section 1. All said lots # 43-57 and 95-111 in Parkgelande Estates, Plat 3, shall be known and described as residential lots and shall be used and occupied solely for private residential purposes by a single family, including their family servants, and no other than one (1) single family, private residence purpose building, said building to include an attached garage, hereinafter for convenience called “dwelling”, shall be erected, reconstructed or placed or suffered to remain thereon, and no part of any said lot in Parkgelande Estates, Plat 3, shall be used for any non-residential purpose, except as otherwise provided herein, or as
specifically permitted by the provisions hereof.

Section 2. Developer reserves to itself, its successors and
assigns, the exclusive right to grant consents for easements and
right-of-ways in, through, under and/or over those portions of each
said lot, as shown on Plat 1 of Parkgeland Estates 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
other structure for any part thereof shall be erected or maintained
upon any part of the property in Parkgeland Estates, Plat 1, over
or upon which easements for installation and maintenance of public
utilities and storm sewers will be or have been granted.

The Developer shall establish an Architectural Control
Committee, hereafter called the "ACC." The ACC shall consist of at
least two (2) members of the Developer and at least one (1)
independent member. The Developer shall have the right to change
members of the ACC at any time.

Section 3. Developer reserves 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

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which any portion of any lot may now or hereafter front or abut.

Section 4. Developer reserves sole and exclusive right to do
and establish grades and slopes on the residential lots in said
Parkgelande Estates, Plat 3, and fix the grade in 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
alterations thereof, shall be erected, reconstructed, placed or
suffered to remain on any lot, unless or until the size, location,
type, style of architecture, use, materials and construction
thereof, and the color scheme therefor, 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 the ACC, its successors or assigns, and
a true copy of said plans, specifications and details shall have
been lodged permanently with Developer. No dwelling except such as
conforms to said plans, specifications and details shall be
erected, reconstructed, placed or suffered to remain upon any lot.

Two (2) complete sets of plans showing structure and site
location and two (2) sets of specifications shall be submitted for
approval to the ACC for architectural theme, merit, site location
and elevation of grade upon curb. If and when the proposed plan
and specifications are approved, the ACC will retain one (1) set of
each and return an approved and signed set to the lot owner. Plans
shall be drawn by a competent builder or architect. Construction
of a dwelling is not to begin prior to the approval of the plans as stated above.

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 or streetline or lines than the building set-back line or lines shown upon the plat of said subdivision, nor to a sideline or rearline than shall be determined by Developer in writing at the time of 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, portecocheras, and other similar projections of said dwelling.

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 1,600 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 that 450 square feet.

All dwellings must have a minimum of 24 inches of brick on the front, sides and rear of the exterior construction from grade level. The exterior of each dwelling shall be brick, or a combination of brick and wood. The sides and rear of the exterior
construction may be of vinyl, if desired, but style, grade and application of vinyl must be approved by the ACC. All chimneys must be of brick construction.

All dwellings shall have overhangs of not less than twelve (12) inches, the exterior of which may be clad in aluminum. All dwellings shall have roofs with pitches no less than six (6) inches per one (1) foot. This minimum roof pitch shall be maintained on all areas of all roofs on the home, garage and porches.

All driveways must be of concrete construction. It shall be a requirement that sidewalks, as approved by the City of Oregon, be installed and constructed as a part of each lot. Each lot owner, at his or her own expense, shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the lot, or at the time of construction of the residence dwelling, whichever time or event first occurs.

Each lot owner, prior to the completion of construction of a dwelling, shall, at the expense of the lot owner, acquire from the Developer or others a mailbox approved by the Developer and by the United States Postal Service. No other mailbox, other than those approved by the Developer, shall be erected on a lot. If it is necessary to replace a mailbox, it shall be the responsibility of the lot owner to replace the mailbox. The replacement mailbox must match the specifications of the original mailbox.

Section 8. That portion of each lot lying between the building setback line and the street or streets shall be used for lawn purposes only, except that it shall be required that each lot
owner, within one (1) year from the date of purchase and closing of the lot, or at the time of construction of the residence dwelling, whichever time or event occurs first, shall plant a minimum of two (2) trees. They shall be of the following types: White Birch, Silver Maple, Crimson Maple, Red Oak, Green Spire Linden or such other tree approved by the ACC after written application by the lot owner. If a lot owner does not comply with the requirement of this section, the Developer shall have the right, without notice to the lot owner, to cause said trees to be planted at the sole cost and expense of the lot owner. This expense shall include all planting costs plus fifteen percent (15%) as and for contracting, supervision and other related costs of the Developer.

Excepting the requirements in the paragraph immediately preceding, nothing herein contained, however, shall be construed as preventing the use of such portions of any lot for 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 shall be erected or maintained in the portion of each lot lying between the building setback line and the street or streets. A lot owner may erect and maintain a fence commencing at
the rear of the dwelling and extending to and across the back lot line. The fence shall be constructed of split rails only. Subject to the approval of the ACC, a lot owner may place wire between horizontal rails, and the bottom rail and the ground.

Section 9. No above-ground pools shall be erected, placed or suffered to remain upon any lot. In-ground swimming pools may be erected, placed or suffered to remain on a lot only with the approval of the ACC as to design, size, location and landscaping. Pool house must compliment the home design and be approved by the ACC.

Section 10. 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 unreasonably disturb the quiet of the owner or owners of any adjoining land. No television antenna tower, satellite dish, 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 or suffered to remain on said premises. The right is reserved by Developer 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. A builder erecting a dwelling may place an identification sign on the property during the construction.

Section 11. Except for normal household pets, no animals, rabbits or poultry of any kind, character or species shall be kept on or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lot. 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 owners or inhabitants of Parkgelande Estates, Plat 3.

Section 12. 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. All clothes poles shall be approved by the ACC.

Section 13. No boats, boat trailers, 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 within Parkgelande Estates, Plat 3, whether on a lot or in a street, unless parked or stored within a garage out of view. No trailer, shack, barn, housecar, permanent type playhouse, unattached greenhouse, treehouse or outbuilding of any kind shall be permitted in Parkgelande Estates, Plat 3.
Section 14. 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 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 (6) months of the date of beginning of construction.

No tanks storing propane gas or other fuel oil, used for heating a dwelling, shall be permitted on any lot. Any accumulations of firewood shall be stored out of view from the street or streets.

All rubbish, debris and garbage shall be stored in enclosed containers. The enclosed containers shall remain out of view from the street or streets except for the time scheduled for the removal of rubbish, debris and garbage.

Section 15. 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 delineated on the recorded plat of Parkgelande Estates, Plat 3.

Section 16. No dwelling erected in Parkgelande Estates, Plat 3, 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 Developer.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by the ACC, 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 18. Each grantee of Developer, 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 Developer, 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 Developer, its successors and assigns, 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 or thing, or condition that may exist thereon contrary to the intent and meaning of the provision hereof, and Developer shall not thereby be deemed guilty of any manner of trespass; or

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b. The continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Developer, its successors and assigns. Costs, legal or otherwise, incurred by the Developer in enforcing these restrictions shall be borne by the lot owner against whom enforcement is sought.

Section 19. 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 or 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 20. 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 21. 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 22. Developer hereby establishes the Parkgelande 3 Estates Association which shall consist of all of the owners of real estate located within Parkgelande Estates, Plat 3. 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's name, such co-owners acting jointly shall be entitled to but one (1) vote.

The Association, by vote of two-thirds (2/3) of its members, may adopt 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.

Section 23. The officers of the Association shall be elected as provided in the By-Laws of the Association, 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 the Parkgelande 3 Estates 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 acting 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 Parkgelande Estates, Plat 3, Subdivision; a meeting may be called by the President of Parkgelande 3 Association by the giving of notice in a newspaper of general circulation as provided above.

The rules, regulation or By-Laws adopted by the Parkgelande 3 Association may be amended at any time by owners representing two-thirds (2/3) of the votes of the Association, at a meeting of the Association called for that purpose.

Section 24. Any owner who leases his lots or the improvements constructed thereon shall be 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 these lease restrictions, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 25. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its heirs and assigns. Said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

Section 26. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under and through the Developer until the 1st day of January, 2010 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended to January 1, 2010, with written approval of not less than two-thirds (2/3) of the eligible voters as set forth in Section 22 of this Declaration of Restrictions for the lots in Parkgeland Estates, Plat 3, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating 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, 2010, 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 Parkgeland Estates, Plat 3, upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.
IN WITNESS WHEREOF, Parkgelande Company, by its President has hereunto set his hands this 11th day of January, 1996.

Signed and acknowledged

Clyde H. O'Brien

PARKGELANDE COMPANY

By: Russell P. Doerr

President

STATE OF OHIO )

ss.

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 11th day of January, 1996 by Russell P. Doerr who represents that he is duly authorized in the premises, and who acknowledges that he did sign the foregoing instrument and the same is his free act and deed as such officer and is the free act and deed of said corporation.

JUDITH A. OSBORN

Notary Public

IN WITNESS WHEREOF, Parkgelande Company, by its Secretary has hereunto set his hands this 11th day of January, 1996.

Signed and acknowledged

Clyde H. O'Brien

PARKGELANDE COMPANY

By: Robert D. Boos

Secretary

STATE OF OHIO )

ss.

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 11th day of January, 1996 by Robert D. Boos who represents that he is duly authorized in the premises, and who acknowledges that he did sign the foregoing instrument and the same is his free act and deed as such officer and is the free act and deed of said corporation.

JUDITH A. OSBORN

Notary Public

This instrument prepared by:

Dixon & Dixon

Robert B. Dixon

Attorney at Law