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.
Louisville Box

DECLARATION OF RESTRICTIONS

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee (hereinafter referred to as "Trustee") is the owner in fee simple of the following described real estate:

PARKLANDS PLAT IV, in the Township of Sylvania, Lucas County, Ohio, in an acreage of 1, Volume 193, Plat page 1.

WHEREAS, Trustee, for the benefit of Parklands Development Company (hereinafter referred to as "Developer") has recorded a plat for the development of said real estate into a subdivision of lots to be known as Parklands Plat IV and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision, which will make said lots more attractive for residential purposes for its own benefit and the benefit of all future owners.

NOW, THEREFORE, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of said and every person who shall hereafter become an owner thereof, Trustee does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platced in and from the above described real estate, which plat shall be known as Parklands Plat IV, in the Township of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to wit:

ARTICLE I

USE OF LAND

1.1 Residential Lots. Lots 66-75 & 77 located and shown on the recorded plat of Parklands Plat IV as the same may be hereafter combined and/or subdivided shall be referred to hereinafter as "residential lots". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than 1,600 sq. ft. of living area (measured from the outside of exterior walls and excluding garages, decks, porches and common areas) with a house shall have a private entrance and as well as a private garage of not less than two (2) car capacity, which shall be attached or connected by means of a covered access to the dwelling. Such accessory buildings and uses shall be approved by the developer as provided under Article II hereof. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. No more than one single family residence shall be permitted on any residential lot; provided, however, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the developer.

1.3 Use Restrictions. No lot may be used without the prior written approval of the developer or its successor. No nuisance, offensive or unreasonably disturbing activities shall be carried on upon any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance in the subdivision. 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 recreational 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, water, paper, glass or any recreation 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.

All building material not incorporated into the structure within ninety (90) days and all construction debris and trash shall be properly disposed of. Throughout all construction, builders, contractors, subcontractors, their agents, and assigns shall ensure that the site is kept neat and maintained. Debris and excessive mud shall not be
allowed to blow, be tracked, or wash off the site. The developer maintains the right to clean up any such debris or excessive mud and to bill the original contractor and owner, jointly, for all costs incurred. If such charges remain unpaid for more than sixty (60) days after mailing of the statement of costs to the original contractor and owner at the address listed in the notice of commencement, the developer shall be entitled to recover and have and enforce against each such residential lot a lien for its costs and expenses in that behalf, including attorney fees. 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 Parklands Development Company claims a lien for unpaid Cleanup Charges incurred through 20___ in the amount of $_____, and for its expenses including attorney fees in the amount of $_____, against the following described premises:

(insert legal description)

PARKLANDS DEVELOPMENT COMPANY
BY

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ______ day of ______, 20___, by (signature) of Parklands Development Company, an Ohio Partnership on behalf of the partnership.

Notary Public

No owner may waive or otherwise escape liability for cleanup costs provided for herein by sale or transfer or abandonment of his residential lot. The lien for cleanup costs shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the lien provided, however, that the foreclosure of a first mortgage shall extinguish the lien.

1.4 Completion of Structures. Lot owners shall commence construction of a home on a lot within three (3) years after receiving title to a lot, and all structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of 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 are not allowed on residential lots. Any pets shall be kept in accordance with rules and regulations adopted by the Developer.

1.6 Signs. No business signs other than signs of 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 remove any such sign. Any such sign shall be kept in accordance with rules and regulations adopted by the Developer.
1.7 Miscellaneous. No trailer, recreational vehicle, tent, shack, garage, barn, mobile home or other temporary shelter or housing shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior has been completed in accordance with the detailed plans and specifications approved by the Developer as provided under Article II hereof unless approved by the Architectural Control Committee at which time an alternate completion time will be established. Any truck, bus, boat, mobile home, trailer, tent, recreational vehicle or other similar housing, if stored on any residential lot in the subdivision, shall be suitably kept within a garage building. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 Developer's Approval of Plans. The Developer reserves the right to approve or disapprove builders to construct buildings in Parklands. Builders shall apply to the Developer and receive approval prior to submission of plans and specifications.

2.2 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and other improvements and structures including, but not limited to, signs, fences, walls, driveways, hedges, landscaping, swimming pools and tennis courts to be constructed within the subdivision shall be submitted for examination to the Developer and written approval of the Developer of such plans and specifications shall be obtained before any such building, structure, or improvement shall be constructed or placed upon any residential lot and before any additional, change or alteration may be made to any building or other structure situated thereon. The Developer shall be permitted to approve, reject, or approve with modifications of submission within forty (40) days after submission of the plans and specifications required hereunder. Failure of the Developer to respond within such period shall be deemed to be disapproval of submission. The plans and specifications to be submitted shall show the size, location, elevation, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, 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 drafter and three (3) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. Any modification from the approved plans to the exterior of the structure made either during initial construction or as renovation shall be submitted to the developer for review. Such modifications shall not be performed until approved by the developer or their successor.

2.3 Architectural Standards - Parklands Plan IV Key Guidelines. Addendum A are part of these restrictions.

2.4 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line of lines than the building set back lines as shown on the recorded plat nor nearer to any side line or rear line than shall be determined by the Developer 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 shall be placed from the front, side, and rear lines of
said lot shall apply to and include porches, verandas, porte-cochères, and other
similar projections of said dwelling.

2.5 Minimum Height. No structure constructed or erected within the subdivision
shall be greater than two and one-half (2 1/2) stories, nor more than thirty-five (35)
feet in height above finish grade, unless approved by the Developer.

2.6 Swimming Pools Above Ground. No above ground swimming pool shall be
permitted, installed or maintained on any lot unless plans and specifications are
submitted to the Developer and the approval is granted in writing. All swimming
pools are subject to architectural review.

2.7 Driveways. All driveways shall be of asphalt, unless approved by Developer in
writing at the time of approval of the plans and specifications for said dwelling.
Location and specifications for construction of driveways and sidewalks shall be
submitted to Developer and written approval shall be endorsed.

2.8 Building Lines and Landscaping. No structure or any part thereof shall be
erected, placed or maintained on any lot in Parklands nearer to the front or street line
or lines nearer to any side line or rear line than shall be determined by the developer
in writing at the time of the approval of the plans and specifications for said dwelling.
Developer's objective of maintaining a view for each lot will help determine the
location of structures on the site. No shrubs of the ordinary garden or field variety
shall be grown on the front or side yards, and no weeds, underbrush or other
unsightly growth shall be permitted to grow or remain anywhere on any lot, and
no unsightly objects shall be allowed to be placed or to remain anywhere thereon.
No line greater than five (5) inches in diameter (as measured 3 feet above existing grade)
shall be removed unless approved in writing by the Developer.

2.8.1 Street trees. Three street trees of designated caliper and species shall be planted
at approximately 33' O.C. and approximately 7 feet behind the curb. Street tree
spacing is to be kept consistent from lot to lot. Trees shall be planted at the
homeowners expense. It is the responsibility of homeowners to maintain such trees.
Trees which die shall be replaced by trees of the designated size and species by the
homeowner.

2.9 Establishment of Grades. Developer shall have the sole and exclusive right to
establish grades, slopes and swales on all building sites and to fix the grade at which
any building or structures shall be erected or placed thereon, so that the same may
conform to a general plan for the development and use of Parklands. Deviation of 12"
or more is strictly prohibited unless approved by the Developer.

2.10 Basketball Backboards. No basketball backboards shall be erected or attached to
the front of any dwelling or garage or in front of the building line as set forth on the
plot, and all such basketball backboards wherever erected shall be approved by
Developer. Backboards shall be constructed of materials which are primarily
transparent. Poles supporting backboards shall be painted to match house trim or
landscaping. No bright colored attachments, such as bright colored pads, may be
attached to the support pole.

2.11 Mailboxes and/or Paper Delivery. The Developer shall have the exclusive right
to determine the location, color, 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, look and quality.

2.12 Fencing. All houses shall have front yard picket fences on the front property
line. Picket fences shall extend the full width of the front property line. There may be
openings in the fence for drives and walkways. Picket fences shall be an average height of
32'-34'. Posts may be taller. Tall fence posts may be used to form arched over
walkways, create a decorative entry to the drive or to support lights. Picket fences
shall be at least 30" but not more than 70" opaque (of solid material). All fences shall
be painted white. Fence designs, materials and finish shall be approved by the
Developer prior to installation.

Fences at side property lines in the front portion of the lot shall be similar in
design and materials to the picket fence on the front property line. Back yard fences
are to be of a split rail. If there is to be a transition between front yard and rear yard
style fencing, it shall be even with the back of the house or at least 60 behind the
front property line.

There shall be a split rail fence on all rear property lines bordering common
areas. There shall be approved fencing on all sides property lines bordering walk
ways.

The standard rear yard fence in Parklands is a three rail split rail treated
hardwood fence. Wire fencing may be attached to split rail fencing on the property
owners side of the fence with Developer approval.

No fence, hedge, wall or enclosure of any kind, for any purpose, shall be
erected, placed or allowed to remain upon said property without the written consent of the
Developer. The Developer will only grant consent for fences after review of plans and
specifications indicating fence, design, construction, materials and finish.

2.13 Front Porches. All houses shall have front porches.

Front porches shall be a minimum of 50% of the width of the front elevation of the
house. Garages which are set back more than eighteen feet behind the front line of the
porch will not be measured as part of the front elevation for the purpose of this
restriction. The porches shall have a minimum depth of six feet. Front porches shall
have railings and may not be enclosed. Front porches will be set back 22 feet
minimum and 32 feet maximum from the front property line.

If the violating contractor and / or owner has not satisfactorily undertaken
remediation of the violation within thirty (30) days after delivery of notice, Developer
reserve and is hereby granted the right to enter the property upon or as to which such
violation or breach exists. Upon entry the Developer shall have the right to
annually abate and remove any encumbrance, thing or condition that exists thereon
corresponding to the interest or interest in possession hereof as interpreted by
Developer, and to bring structures and landscaping into compliance with approved
plans and approval letter, all at the expense of the owner.

The Developer shall be held harmless for such entry, abatement, removal or
corrective action. A failure of Developer to enforce any of the restrictions contained
herein shall in no event be construed, taken or held to be a waiver thereof or
assumption of 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.

In the event the Developer is required to undertake remediation of the
violation, the Developer may assess against the violating contractor and / or all costs
incurred by the Developer to remediate the violation.

Written Notice of Assessment shall be sent to the violating contractor and / or
owner by certified mail and by ordinary mail, certificate of mailing to the address
then listed in the notice of commencement, or to such other addresses as the contractor
and owner may have given to the Developer for Notice purposes.

If such Assessment remains unpaid for more than sixty (60) days after mailing
of the Notice of Assessment, the Developer shall be entitled to have and enforce
against the residential lot for which a violation exists a lien on its costs and expenses
for remediation, including attorney fees. A "Notice of Lien" in substantially the
following form may be filed and recorded in the records of the Office of the
Recorder of Lucas County, Ohio.
"Notice of Lien"

Notice is hereby given that Parklands Development Company claims a lien for unpaid unpaid remediation costs as of [date of Notice of Assessment] in the amount of $______ and for its expenses including attorney fees in the amount of $______ against the following described premises:

(insert legal description)

PARKLANDS DEVELOPMENT COMPANY

BY

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this______ day of ________ 20______ by ______________________, the [title] of Parklands Development Company, an Ohio Partnership on behalf of the partnership.

Notary Public

2.15 Power of Attorney. Wherever any of the foregoing covenants, restrictions, 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 any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.16 Parklands Property Owners’ Association. The Developer has caused a not-for-profit corporation to be incorporated under the laws of the State of Ohio named “Parklands Property Owners’ Association”. The owners of lots in Parklands and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of lots in Parklands Plan IV, and the completion of house construction on these lots, the Developer, by instrument in writing in the nature of an assignment, may vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of the Declaration of Restrictions. The assignment shall be recorded in the Office of the Recorder of Lucas County, Ohio. The Association shall have the further right to the collection and disposal of funds herein provided and shall have the right from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of Parklands in the manner determined by the Association to be for the best interest of the owners of the lots in the plat.
2.17 Maintenance Charges. Each and every lot in Parklands shall be subject to a maintenance charge at the amount established by the Association (such assessment shall be on a lot basis), payment to be made on the first day of January of each calendar year for such calendar year commencing January, 2011. The Association shall have a lien perpetually upon lots in Parklands to secure the payment of the annual maintenance charge. In default of the payment of any installment of the said 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 Parklands Property Owners' Association claim a lien for unpaid annual assessments for the year(s) ____________ in the amount of $_________ and for its expenses including attorney fees in the amount of $_________ against the following described premises:

(Please insert legal description)

PARKLANDS PROPERTY OWNERS' ASSOCIATION

BY:

President

STATE OF OHIO

COUNTY OF Lucas

The foregoing instrument was acknowledged before me, the day of ____________ , 20__ , by ________________, President of Parklands Property Owners' Association, an Ohio Corporation, on behalf of the corporation.

Notary Public

In the event any of said annual assessments are not paid when due, the Developer or the Parklands Property Owners' Association, may when and as often as such delinquencies occur, proceed by law to collect the amount due by enforcement of any lien or by foreclosure of the above described lien for maintenance fees 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 facility located therein 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 of any assessments thereafter becoming due or from the lien thereof. Said charges and assessments shall be levied against all lots in Parklands and shall be applied only toward payment of the costs of collections, improvements, the expense of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Parklands, including the maintenance and improvement of common spaces, boulevard areas, pond areas, drainage areas, and the management and enforcement of the Association's rules and regulations under the within Declaration of Restriction.
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 utilities, including but not limited to electric light, cable television, telephone poles, fiber optic lines, wires and conduits, including underground utilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the servicing of the subdivision on, over, below or under all of the areas designated as "Utility Easements", or with words of similar import, on the recorded plat of Parklands Plat IV, and along and upon all roadsways now existing or thereafter established and abutting all the residential lots in the subdivision. Developer also reserves to itself, and to its successors and assigns, the right to go upon 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 lines and to trim trees and shrubbery which may interfere with the successful and convenient operation thereof. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easements", or with words of similar import, upon the recorded plat of Parklands Plat IV. 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 2.16, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the Developer's rights set forth in Section 2.16. Developer shall be reimbursed at closing by the purchaser of a lot or lots for the expense of a sewer tap fee for each lot, if the Developer has paid for said sewer tap. 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 to the Association of the Developer's right, privileges and powers as provided in Article II, Section 2.16. 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 or the Association until the first day of January, 2017, 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 with the approval of the then owners of not less than seventy-five percent (75%) of the residential lots in Parklands Plat IV, which approval shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law.

ARTICLE V
ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

5.1 Violating Unlawful. Any violation or attempt to violate any of the covenants or restrictions, rights, reservations, limitations, agreements, covenants or conditions contained herein shall be unlawful. Developer, the Association, 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.
rights, reservations, limitations, agreements, covenants or conditions to prevent the person or persons from so doing, to cause the removal of any such 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. Developer shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of, and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

5.3 Transfer Subject to Restrictions. All transfers and conveyances of each and every residential lot in Parklands Plat IV 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 shall be deemed to have been properly sent when mailed, postage, to the address listed on the county tax records of the person or entity who appears as such owner on the applicable public record.

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 to a residential lot, agrees and consents and shall be deemed to agree and consent for his or herself and for his or her heirs, personal representatives, successors and assigns, that the Developer may, in writing, grant extensions from these restrictions as to a particular residential lot. No such extension shall be in conflict with the other standards of the community.

5.7 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 this 13th day of October, 2004.

WITNESSES:

Julie A. Moore

Henry S. Miller

LOUISVILLE TITLE AGENCY FOR
N.W. OHIO, INC., TRUSTEE

By: [Signature]
John W. Martin
President

By: [Signature]
Vicki Frit
Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:
The foregoing instrument was acknowledged before me this 13th day of
October, 2004, by John W. Martin, President and Vicki Frit,
Vice President, of Louisville Title Agency for N.W. Ohio, Inc., Trustees, an Ohio
Corporation, on behalf of the Corporation.

[Signature]
Notary Public

WITNESSES:

[Signature]
PARKLANDS DEVELOPMENT COMPANY

[Signature]
Notary Public

STATE OF OHIO, COUNTY OF LUCAS, SS:
The foregoing instrument was acknowledged before me this 13th day of
October, 2004, by D.C. Warther, Partner of
PARKLANDS DEVELOPMENT COMPANY, an Ohio Partnership, on behalf of the Partnership.

[Signature]
Notary Public

[Signature]
Notary Public

PARKLANDS PLAT IV Declaration of Restrictions

00 3526C10
Addendum A

PARKLANDS PLAT IV
KEY GUIDELINES

These key guidelines will ensure a beautiful street and a friendly neighborhood feeling.

- **Porches**
  Front porches shall be a minimum of 50% of the width of the front elevation of the house. Garages which are set back more than eighteen feet behind the front line of the house will not be measured as part of the front elevation, for the purpose of this restriction. The porches shall have a minimum depth of six feet. Front porches shall have railings and may not be enclosed.
  - Balconies and rear porches are encouraged.

- **Setbacks**
  House will be set back a consistent 30 feet from the property line. Setback of the house shall be 30 feet minimum and not greater than 32 feet from the front property line. Front porches will be setback 22 feet minimum and 32 feet maximum from the property line.

- **Garages**
  There shall be a private garage of not less than one car capacity, which shall be attached or connected by means of a covered access to the dwelling.

  Garage doors shall be concealed. Front load garage doors will not be allowed less than eighteen feet behind the front line of the porch. Front load, three car wide, garages are not permitted.

- **Fences**
  There shall be a continuous picket fence along the entire frontage of the property. There may be openings in the fence for drives and walkways. Fences at side property lines in the front portion of the lot shall be similar in design and materials to the picket fence on the front property line. Picket fences shall be an average height of 32"-34". Posts may be taller. Tall fence posts may be used to form arbors over walkways, create a decorative entry to the drive or to support lights. Fences shall be at least 30% but not more than 70% opaque. All fences shall be painted white. Fence designs shall be approved by the developer prior to installation.

  Back yard fences are to be split rail fencing. If there is to be a transition between front yard and rear yard style fencing, it shall be even with the back of the house or 6' behind the property line.

  Arbors over the entrance to front walkways are encouraged.

- **Mailboxes**
  Mailboxes shall be of a design which is compatible with the front yard fence. They shall be of cedar or redwood construction, stained or painted white and shall have an integral newspaper box. Newspaper boxes shall be of sufficient size for a Sunday paper, shall be integrated with the mailbox and shall be constructed of cedar or redwood. The developer will provide examples of approved mailboxes.

- **Finish Materials**
  Quality natural materials shall be used. Architectural review will include review of materials and colors. Only finish materials approved for construction in Parklands Plat IV may be used. Vinyl, aluminum and stucco boxed siding are not permitted. Hardboard & cement board siding will be allowed on rear and side elevations.

Parklands Plat IV Declaration of Restrictions

00 3526C11
Addendum A PARKLANDS PLAT IV KEY GUIDELINES continued.

- Colors
  All exterior colors shall be approved by the Parklands Architectural Review Committee. Trim around openings shall be of a contrasting color. Dark siding colors will not be permitted. Porch trim & railings shall be white. Colors shall be considered not approved until a written approval specifically approving colors is received.

- Elevations
  All elevations shall be aesthetically pleasing, proportionately balanced, and harmonious with the house as a whole. Bare windowless elevations will not be accepted.

- Roof Slopes
  The slope of roofs over houses and garages shall be between 6:12 and 1:2. The slope of roofs over porches shall be approximately half the slope of the roof over the primary structure.

- Landscaping
  Three street trees of designated caliper and species shall be planted at approximately 3' O.C. and approximately 7 feet behind the curb. Street tree planters are to be kept consistent from lot to lot.
  Trenches shall be spread over disturbed portions of each house site to a thickness of approximately three inches.

  Between the front of the house and the front property line, the following minimums are required in addition to the street trees: 2 trees 1" caliper or greater and clusters of shrubbery planted in well mulched planting beds.

  Parking and turn around areas are required visual screening in the form of landscaping. It is requested that landscaping be established to visually screen the parking/garage area from neighboring residences and the street. There shall be a 2 foot (2) minimum no parking strip between the driveway and the side property line.

  The front yard of all lots shall be mowed or hydromowed. The rear or side yards may be mowed, mowed, or hydromowed.

- Exterior Lighting
  Each house shall have a front yard pole lamp, gas or electric. Light posts may be incorporated into the fence. Exterior lights shall be placed so that they do not shine directly at neighbor’s houses. Extremely bright exterior lights, such as metal halide or mercury vapor, will not be permitted.

- Architectural Merit
  The developer may allow variances from these guidelines for designs which are seen to be of high architectural quality and meet the spirit and intent of the guidelines.
• Sidewalks
  Each homeowner shall install a sidewalk across the entire frontage of the
  property. The walk shall be 5 feet wide and be of concrete. Driveway aprons
  shall be concrete where there is a sidewalk.

• Minimum size
  The minimum house size shall be 2600 square feet of living area. Size is measured from the
  outside of exterior walls and excludes basements, decks, porches and garages. There shall be a
  private garage of not less than two car capacity, which shall be attached or connected by means
  of a covered access to the dwelling.

• Plan Review
  These sets of plans shall be submitted for final review. One signed set will be returned to the
  builder or homeowner. You are encouraged to submit preliminary drawings for review and
  consultation prior to completing design. Designs shall be considered not approved until a
  written approval is received.