Parklands Plat V

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Louisville Box

DECLARATION OF RESTRICTIONS

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

PARKLANDS PLAT V, a Township of Sylvania, Lucas County, Ohio, as shown on plat held by Trustees, and described:

WHEREAS, Trustees, for the benefit of Parklands Development Co. (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 V 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 enhanced value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Trustees do, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above described real estate, which shall be known as Parklands Plat V, in the Township of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustees, 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 # 76 & 76-94 located and shown on the recorded plat of Parklands Plat V as the same may be hereinafter combined and/or subdivided shall be referred to herein 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 2500 sq. ft. of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages). Houses shall have a private entrance 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 in writing. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of one 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 required governmental approvals and the written approval of the Developer.

1.3 Use Restrictions. No lot may be rezoned without the prior written approval of the Developer or its successor. No nuisance, waste or unlawfully 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 menace to the subdivision. No well for gas, water, oil or any other use shall be at any time be erected, placed or maintained on the part of the lot other than a well for water for recreation 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 reclamation 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 construction, builders, contractors, subcontractors, their agents, and assigns shall ensure that the site is neatly maintained. Debris and excessive mud shall not be allowed to blow, be tracked, or wash off the site. The developer maintains the right to

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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 addresses listed in the notice of commencement, the developer shall be entitled to recover and have sued against such each 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 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
) SS
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.)

No owner may waive or otherwise escape liability for cleanup costs provided for herein by sale or transfer of ownership of the residential lot. The lien for cleanup costs shall be subordinate to the lien of any first mortgage. Sale of 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. Lots 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 shed, 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 suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purposes, and any pet causing or creating a nuisance or unreasonable disturbcance shall be subject to permanent removal and exclusion from the subdivision in accordance with rules and regulations adopted by the Developer. vicious animals are strictly prohibited in Parklands.

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 prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

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1.7 Miscellaneous: No trailer, recreational vehicle, tent, shed, 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 details, plans, and specifications approved by the Architectural Control Committee, at which time an alternate completion time will be established. Any truck, boat, bus, 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 trash, debris, and garbage shall be stored within the garage. Additional regulations for the storage of trash, 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 Building. The Developer reserves the right to approve or disapprove buildings to construct buildings in Parklands. Buildings 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 structural features, including, but not limited to, signs, fences, walls, driveways, bridges, 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 is to be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required heretofore. 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, construction materials, and color scheme of the proposed building. Such plans and specifications shall be prepared by a competent architect or designer and shall be furnished to the Developer with a true copy thereof to be retained by the Developer so that the Developer may retain a true copy thereof to be submitted to the developer for approval. Such modifications shall not be performed until approved by the developer or their successors.

2.2.1 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Parklands as an architecturally harmonious, artistic, and desirable residential subdivision, with individual residences to be constructed in such architectural styles, and such materials, in such colors, and of such texture as to harmonize in the judgment of the Developer, consistent with each other and promote the harmony and desirability of the subdivision taken as a whole. In approving or disapproving the plans and specifications submitted or modifications, the Developer shall have the right to consider the suitability of the proposed building or structure and the materials of which it is to be built to the building site upon which it is to be erected and to the location upon said site. The Developer will not approve or disapprove any plans and specifications that are in conflict with the aesthetic standards of the community.

2.3 "PARKLANDS PLAT KEY GUIDELINES" Addendum A are part of these restrictions.

2.4 Location of structures. No building shall be erected, reconstructed, placed or altered so as to remain upon any lot, nearer the front or street line or lines than the building setback lines as shown on the recorded plat or surveyor 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 distances at which said dwelling shall be placed from the front, side, and rear lines of

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said lot shall apply to and include porches, verandas, porte-cochere, and other similar projections of said dwelling.

2.5 Maximum 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 the Developer and written approval shall be secured.

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. The developer's objective of maintaining a view for each lot will help determine the location of structures on the site. No grasses of the common perennials 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 upon any lot, and no unsightly objects shall be allowed to be placed or to remain anywhere thereon. No tree greater than five (5) inches in diameter (as measured 3 feet above existing grade) shall be removed unless approved in writing by the Developer.

2.9 Street Trees. Two street trees of designated caliper and species shall be planted at approximately 50' 50' 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 the homeowner to maintain such trees. Trees which die shall be replaced by trees of the designated size and species by the homeowner.

2.10 Establishment of Grades: The Developer shall have the sole and exclusive right to establish grades, slopes and grades 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 10' or more is strictly prohibited unless approved by the Developer.

2.11 Backyard Backboards. No basketball backboard 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 plat, and all such basketball backboards whenever erected shall be approved by the Developer. Backboards shall be constructed of materials which are primarily.

2.12 Mailbox and/or Paper Delivery: The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and location 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.

2.13 Fencing: Back yard fences and side yard fences behind the front building line are to be of a split rail. Fencing in the front portion of the building line shall be white picket fence. Picket fences shall be an average height of 3' 3". 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. Picket fences shall be at least 30' but not more than 70' opaque. All picket fences shall be painted white. Fence designs shall be approved by the Developer prior to installation.
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 lot 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 are encouraged on houses in Parklands Plat V.

2.14 Construction in Violation of Approved Plan. In case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein called “Restrictions” contained herein, Developer, its successors and assigns (hereinafter collectively “Developer”) shall notify the violating contractor and/or owner of such violation in writing.

If the violating contractor and/or owner has not satisfactorily undertaken remediation of the violation within thirty (30) days after delivery of notice, Developer reserves and hereby grants the right to enter the property upon or so to which each violation or breach occurs. Upon entry the Developer shall have the right to immediately abate and remove any section, thing or condition that exists therein contrary to the intent and meaning of the provisions herein as interpreted by Developer and/or 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 any 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 acquiescence in or consent to any continuing or succeeding breach or violation thereof. Developer shall at any time and upon 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 owner for 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 office of the Lucas County Treasurer for said owner, to the address listed in the notice of commencement, or to such other addresses as the contractor and/or 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 for 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 lien 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 $ informs
for its expenses including attorney fees in the amount of $ against the following described premises:

(Please insert legal description)

PARKLANDS DEVELOPMENT COMPANY
By __________________________

STATE OF OHIO                           )
COUNTY OF LUCAS ) Src

The foregoing instrument was acknowledged before me
this ______ day of __________, 20__, by

______________________________,

Judge of Parklands Development
Company, an Ohio Partnership on behalf of the partnership

Notary Public

Parklands Plat V Declaration of Restrictions

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2.15 *Power of Attorney.* Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approved, designation, determination, modification, consent or any other action by Developer, any such approved, 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 Plat V, 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 in the amount established by the Association (such amount shall be on a per lot basis), payment to be made on the first day of January of each calendar year for such calendar year commencing January 1, 2011. The Association shall have a lien perfected upon lots in Parklands to secure the payment of the annual maintenance charges. In default of the payment of such 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 claims 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:

(Insert legal description)

PARKLANDS PROPERTY OWNERS' ASSOCIATION
BY: __________________________
President
STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this day of ____________, 20___ by __________________________, President of Parklands Property Owners' Association an Ohio Corporation, on behalf of the aforesaid 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 foreclosure of the above described lien for maintenance fees and expenses in such manner as 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 collection, improvements, the expenses 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 rights and duties under the within Declaration of Restrictions.
ARTICLE III

EASEMENTS

3.1 Description 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, underground utilities, and for drainage, sewer and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the services 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 V, and along and upon all roadways now existing or hereafter 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 at any 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 Easement", or with words of similar import, upon the recorded plat of Parklands Plat V. The term "structure" 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 interfere 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 indemnified at closing, by the purchase of a lot or lots for the expenses of a survey for each lot, if the Developer has paid for said survey. The right granted to the Developer in this Article III, Section 3.1 shall exist exclusively in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer or 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, 2077, 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 V, which amendment 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 covenants, or the enforcement thereof, by any person 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 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Parklands Plat V shall be made subject to these restrictions.

5.4 Notice. 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 paid, to the address listed on 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 altered 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 waivers from these restrictions as to a particular residential lot. No such waiver shall be in conflict with the aesthetic standards of the community.

5.7 In 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 the 16th day of December, 2000.

WITNESSES:

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

By: 

John W. Martin
President

Vicki Fell
Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 16th day of December, 2000, by John W. Martin, President and Vicki Fell, Vice President, of Louisville Title Agency for N.W. Ohio, Inc. Trustee, an Ohio Corporation, on behalf of the Corporation.


PARKLANDS DEVELOPMENT COMPANY

By: 

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 16th day of December, 2000, by J. C. Wade, Partner of Parklands Development Company, an Ohio Partnership, on behalf of the Partnership.


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Addendum A

PARKLANDS PLAT V
KEY GUIDELINES

These key guidelines will ensure a beautiful neighborhood.

* Porches
  Front porches, 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 25 feet from the front property line.

* 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. Garage doors shall be concealed. Three car front load garage door will not be allowed less than twenty four feet behind the building line.

* Fences
  Back yard fences and side yard fences behind the front building line are to be of a split rail. Fences in the front portion of the building line shall be white picket fences. 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. Picket fences shall be at least 70% but not more than 75% opaque. All picket fences shall be painted white. Fence designs shall be approved by the Developer prior to installation.

* Mailboxes
  Mailboxes shall be of a design approved by the developer. 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.

* Finishes
  Quality natural materials shall be used. Architectural review will include review of materials and colors. Only finish materials approved for construction on Parklands Plat V may be used. Vinyl, aluminum and stucco board siding are not permitted. Hardboard & cement board horizontal lap siding will be allowed provided that high quality trim materials of appropriate visual size are used.

* Colors
  All exterior colors shall be approved by the Parklands Architectural Review Committee. Dark siding colors will not be permitted. 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 all roofs over houses and garages shall be 9/12 minimum.
Addendum A  PARKLANDS PLAT V  KEY GUIDELINES continued.

* Landscaping:
  Two street trees of designated caliper and species shall be planted at approximately 50' O.C. and approximately 7 feet behind the curb. Street tree spacing is to be kept consistent from lot to lot.

  Between the front of the house and the front property line, the following minimums are required in addition to the street trees: (1) trees 2" 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 drive and the side property line in front of the front building line.

  Topsoil shall be spread over disturbed portions of each house site to a thickness of approximately three inches.

  The front yard of all lots shall be sodded or hydroseeded. The rear or side yards may be seeded, sodded, or hydroseeded.

* Exterior Lighting:
  Each house shall have a front yard pole lamp, gas or electric. Light posts may be integrated into the front yard curb and driveway curbs.

  Exterior lights shall be placed so that they do not shine directly at neighboring 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 shown to be of high architectural quality and meet the spirit and intent of the guidelines.

* Sidewalks:
  Homeowners shall install a sidewalk across the entire frontage of the property where such a walk is shown on the Record Plat Drawing. The walk shall be 4 feet wide and be of concrete. Driveway aprons shall be concrete where there is a sidewalk.

* House 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:
  Three 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 designs. Designs shall be considered not approved until a written approval is received.

RECEIVED & RECORDED

OCT 19 2000

SUE RIQUX
RECORDER, LUCAS COUNTY, OHIO

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