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DECLARATION OF PROTECTIVE COVENANTS

FOR

PATRIOT SQUARE

PLAT III

PATRIOT SQUARE PLAT THREE, of which this is a correct plat, is laid out on and comprises that part of River Tracts 34 and 35, Town 1, United States Reserve, Village of Waterville, Lucas County, Ohio, bounded and described as follows: Beginning at the southwest corner of said River Tract 34 (northwest corner R. T. 35); thence North 00 degrees 00 minutes 06 seconds West along the westerly line of said River Tract 34 a distance of 661.58 feet; thence North 89 degrees 55 minutes 07 seconds East 366.41 feet to the northwesterly corner of Patriot Square Plat Two; thence South 00 degrees 04 minutes 30 seconds West along the westerly line of said Patriot Square Plat Two a distance of 663.93 feet to the northerly line of Patriot Square Plat One; and thence North 89 degrees 55 minutes 30 seconds West along said northerly line of Patriot Square Plat One a distance of 365.52 feet; thence North 00' 04' 45" West .35' to the place of beginning, containing 5.57 acres of land, or more or less.

The following expressed conditions, provisions, and covenants shall be made a part thereof.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and an attached garage for not more than three cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided by and Architectural Control Committee composed of Ferdinand Seipel, Jr., Waterville, Ohio; J. Scott Seipel, Waterville, Ohio; and Janet L. Seipel, Waterville, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or
resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after 90% of the total lots are initially sold and conveyed by the developer, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. It shall be required that in all new residential construction all single family detached dwellings must have a minimum of a two-car garage. All family units as initially constructed must have a minimum of 1800 square feet of finished living area in a one story dwelling, and multi-level units must have at least 1000 on ground level with a total minimum area of 2000 square feet of finished living area.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No structure of a temporary character, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. No camping trailer, motor home, boat, storage trailer or the like may be parked for a period of longer than 48 hours in the front of the building set back of any residence. All such vehicles must be stored only in side yards and adequately sheltered, covered or concealed either through landscaping or allowed fencing so as not to be visually offensive to either adjacent neighbor or frontal traffic. No vehicle will be used for living purposes while on the property.
7. No barns or other outbuilding shall be allowed to be erected on any of the lots of this addition without special written approval of the Architectural Control Committee. In addition, no storage sheds, enclosures, buildings of any kind, wood piles or any obstructions shall be located in the rear yards except within 12 feet from the rear of the main residential structure. Above-ground swimming pools will be prohibited and all in-ground pools along with required fencing and equipment storage must be approved by the Architectural Control Committee.

8. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless considered as a "Decorative" fence as determined in writing by the Architectural Control Committee. Other fencing in the remainder of the property shall be of only split or round rail wood fencing type with or without a wire mesh affixed to the interior of said fence except security fencing which may be other than split or round rail fencing will be allowed, provided it does not extend 12 feet beyond the rear of the main residential building.

9. Nor professional office, business, trade, or commercial activity of any kind shall be conducted in any building or any portion of any lot, block or building site in said subdivisions except those incidental to the original sale of each dwelling and lot by the subdivider or its appointed agent. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby protected without the consent in writing of the Architectural Control Committee and the Administrator of the Village of Waterville; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more that 6 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

10. No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property, provided that they are not kept, bred, or maintained for any commercial use or purpose.
11. Before any house may be occupied it must be completely finished on the exterior in accordance with plans approved by the Architectural Control Committee; all the yard which is visible from all streets must be planted with grass or have other suitable ground cover, the front of the dwelling must be landscaped, and the driveway surface must be paved with either asphalt or concrete. Public sidewalks must be installed and maintained in conformance with provisions of the Waterville Zoning Code. A reasonable exception to this restriction may be granted for a time limit of up to 120 days by the above committee due to weather conditions or other circumstances beyond the control of either builder or owner.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
In witness whereof, the said Ferdinand Seipel, Jr. and Janet L. Seipel, duly elected officers of Seipel Investment Company, being the owner of PATRIOT SQUARE PLAT THREE have hereunto subscribed their names; on this 19th day of December, Nineteen Hundred and Ninety.

[Fingerprints]

WITNESS

[Signature]

WITNESS

STATE OF OHIO )
COUNTY OF LUCAS ) SS.

Before me, a Notary Public in and for said County, personally appeared Ferdinand Seipel, Jr. and Janet L. Seipel, President and Secretary of the said Seipel Investment Company, who acknowledged that they did sign said instrument as such officers of said corporation on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Ferdinand Seipel, Jr. and Janet L. Seipel as such officers, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of December, 1990.

[Signature]

Notary Public

[Seal]

RECEIVED & RECORDED

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RECORDERCOUNTY, OHIO

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