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DECLARATION OF RESTRICTIONS

AS TO

PORT SYLVANIA PLAT ONE

A Subdivision in the Township of Sylvania

Lucas County, Ohio

This declaration made and entered into by THE CARL E. MEHRING COMPANY, an Ohio Corporation, and RENWICK N. MILLER, hereinafter referred to as "Developer" this 11th day of March, 1990.

WHEREAS, Developer holds title in fee simple to a certain parcel of land, situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "Port Sylvania Plat One" and described as follows:

Lots numbered one (1) through three (3), inclusive, in PORT SYLVANIA PLAT ONE, a Subdivision in Sylvania Township, Lucas County, Ohio.

WHEREAS, Developer has caused a plat of the above described land to be prepared which plat provides for:

1. The Subdivision of said land into three (3) lots numbered consecutively from one (1) through three (3), which subdivision, when the plat thereof is filed for record, will be known as "Port Sylvania Plat One".
2. A reservation of certain easements therein for the installation and maintenance of public utility services.

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 Port Sylvania Plat One, certain easements and rights in, over, and to Port Sylvania Plat One and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Port Sylvania Plat One and does impose hereby certain restrictions on such lots in said Port Sylvania Plat One.

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchaser's 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 and occupancy of said Port Sylvania Plat One, Developer, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Port Sylvania Plat One hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements, and restrictions, to-wit:

1. GENERAL PURPOSE OF CONDITIONS: The protective conditions, covenants, restrictions, reservations and easements imposed upon the real property in Port Sylvania Plat One are intended to insure proper use and prompt and appropriate
development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as would depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate open spaces between structures, and in general, to provide adequately for a high type and quality of improvement in said property.

2. DEFINITIONS:

(a) **Accessory Uses.** A related and necessary but incidental use to the main use of a building or premises and located upon the same lot or tract.

(b) **Building Site** shall mean any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which a commercial, office or industrial building or buildings and appurtenant and accessory structures may be erected in conformance with the requirements of these covenants.

(c) **Building Line or Lines** shall mean the minimum distances which buildings and accessory buildings or any structures of any type or kind located above ground shall be set back from the property or street lines.
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(d) Developer shall mean The Carl E. Mohring Company and Renwick N. Miller, their successors and assigns. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of their successors and assigns. Said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

(e) Improvements shall mean and include a building or buildings, accessory buildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, plantings and any structures of any type or kind located above ground.

3. GENERAL RESTRICTIONS: No owner or occupant shall use all or any part of Port Sylvania Plat One for any of the following purposes or uses:

(a) For an unlawful or illegal purpose;

(b) For the operation of a business whose primary purpose is the sale or rental of books, periodicals, films, video tapes or other materials that are obscene or pornographic;

(c) For any use that is a public or private nuisance;

(d) For any use that produces noises or sounds that are objectionable due to intermittence, beat, frequency, shrillness or loudness;

(e) For any use that produces obnoxious odors;
(f) For any use that produces dust, dirt or fly ash in excessive quantities;

(g) For any use that produces unusual fires, explosions or other damaging or dangerous hazards, including the storage, display or sale of explosives or fireworks;

(h) For any use as a mobile home or trailer court, labor camp, junk yard or a stock yard;

(i) For the keeping or raising of animals;

(j) For the dumping, disposal, incineration or reduction of garbage; and

(k) For the use or operation of a retail or wholesale grocery-supermarket or drug store.

Developer may permit uses not hereinabove specifically prohibited such as, but not limited to, commercial, retail, manufacturing, processing, assembling and fabricating industries, but shall permit such uses only after making a determination based upon a study of all information with respect to the proposed use, that the use will not be seriously detrimental to the character of Port Sylvania Flat One nor adversely affect adjoining development. Any such determination made by Developer in good faith shall be conclusive and binding upon all interested parties.

4. STORAGE. No materials or supplies shall be stored or permitted to remain on any part of the property outside the buildings constructed thereon, unless such materials are store in
the rear yard and the area in which they are stored is surrounded by a concrete or masonry wall approved by Developer.

Any finished products or semi-finished products stored on the property outside of said buildings shall be confined to the rear one-half of the property, and shall in no instance be placed on that side of a building fronting on an existing or proposed street.

Notwithstanding the foregoing, during the period a structure is being erected upon any lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

Bulk storage of all liquids, including gasoline or petroleum products on the outside of buildings, shall be permitted only upon written consent of Developer in locations as approved by the Developer in writing and if same be underground at a depth as approved by Developer in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

5. HEIGHT OF BUILDINGS. A building may be erected to any height that is not in conflict with any ordinance or regulation except that the Developer may disapprove and prohibit the erection of a structure whenever there is evidence that the proposed height of the structure would adversely affect existing and adjacent development.
6. **BUILDING LINES.** No building or structure above ground shall be erected between the street and building line shown on the recorded plat. Off-street parking facilities shall be at locations approved by Developer. No fence, masonry wall or mass planting shall be permitted to extend beyond the building lines established herein, except upon written approval by the Developer.

Landscaped areas shall be developed attractively with lawn, trees and shrubs, according to plans first approved by Developer. Landscaped areas shall be properly maintained by the Owner.

7. **PARKING.** Employee, customer, owner or tenant parking will not be permitted on dedicated streets within Port Sylvania Plat One, and it will be the responsibility of property owners, their successors or assigns, to provide such parking facilities on their property. It shall be the responsibility of Developer to determine the amount of off-street parking that shall be provided for any improvement and the Developer may require the provision of additional off-street parking spaces whenever there is evidence of their need. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete). All parking areas and drives shall be properly maintained by the Owner.

8. **LOADING DOCKS.** No loading docks shall be constructed fronting on any street or proposed street. Provisions for handling all freight and shipments either by truck or other type
or vehicle must be on those sides of a building which do not face on any street or proposed street.

9. **ADVERTISING SIGNS.** Outdoor advertising shall be constructed at locations with appropriate sizes and colors approved by Developer. Flashing or intermittent illuminated signs shall be prohibited.

10. **WASTE AND REFUSE.** No waste material shall be dumped upon or permitted to remain on any part of the property outside the buildings constructed thereon.

11. **MINERAL RIGHTS.** No oil drilling, mining operations of any kind, or quarrying shall be permitted upon or in any of the building sites subject to these covenants nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these covenants.

12. **RIGHT TO RESUBDIVIDE.** Once a building site has been purchased from Developer, its successors or assigns, such parcel of land shall be considered as a single unit and it shall not be subdivided unless written approval is given by the Developer.

13. **APPROVAL OF PLANS FOR IMPROVEMENTS.** No building, structure or other improvement shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications and plot plan showing the location of such buildings or improvements on the particular building site and the method of treating or disposal of any sanitary sewage and storm water run off or retention have been submitted to and approved in writing by the Developer. In
acting upon the plans and specifications, consideration shall be given to conformity and harmony of external design with existing structures in the development, and to location of the improvements on the building site, to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade, and finished ground elevation. The Developer shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any such plans. Likewise anyone so submitting plans to the Developer for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Developer.

In the event the Developer fails to approve or disapprove such design and location within 60 days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

14. SATISFACTORY MAINTENANCE. All improved property shall be maintained in a manner that would be normally accepted as good housekeeping in such developments and no debris shall be accumulated upon vacant property, nor shall unsightly or objectionable growth be permitted thereon.

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15. DETENTION FACILITIES. The lot owners of all lots in Port Sylvania Plat One and all future lot owners of all plats in the Port Sylvania development shall be responsible for the maintenance of the detention facility on Lot B in Port Sylvania Plat Two and the outfall storm sewer to Central Avenue on Lot 2 Plat One. Each lot owner in Port Sylvania Plat One shall be responsible for the maintenance of the detention facilities and storm sewers located on their lot. In this regard, all lots within this plat and all future lot owners of this plat and all future owners of all plats in the Port Sylvania development shall be subject to drainage maintenance assessments by the Board of County Commissioners, Lucas County, Ohio, which assessments shall be included on the real estate tax bills for the lots.

16. ENFORCEMENT. The covenants herein set forth and the restrictions and conditions shall operated as covenants running with the land into whosoever's hands the above-described property, or any part thereof, shall come, and shall be enforceable at the suit by any and every property owner thereof, by the Developer by a proper proceeding, either in equity or at law, and Developer shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or the enforcement or observance of the restrictions above set forth, at the time of violation, shall in no event be deemed to be a waiver of the right of the Developer to do so as to any subsequent violation. The violation of these restrictions shall
not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

17. GENERAL PROVISIONS.

(a) Duration of Restrictions. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time, said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the owners of 66 per cent of the fee simple of the property subjected to these restrictions, it is agreed to change said covenants in whole or in part.

(b) Amendment. Prior to any expiration of these covenants, the Developer may submit a proposal to change or modify any of the regulations or restrictions contained herein for approval by the owners and lessees of all property within the area. Such change shall, however, be necessary or desirable because of unusual or unexpected conditions and the same shall not adversely affect the established character of the development or the major objectives of this Indenture. The change or amendment shall become effective only if approved by a 66 per cent majority vote of the owners of the property.

(c) Separability. Invalidation of any of these covenants or any part thereof, by judgments 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 Carl E. Mehring Company, an Ohio corporation and Renwick N. Miller, has caused their names to be subscribed to these presents this 31 day of March, 1990.

Signed, acknowledged and delivered in the presence of:

Robert C. Mehring

By: Robert C. Mehring
Vice President

Signed, acknowledged and delivered in the presence of:

Renwick N. Miller

Beverly E. Miller for Release of Dower Purposes

STATE OF OHIO, LUCAS COUNTY, SS:

The foregoing instrument was acknowledged before me this __

of March, 1990, by Robert C. Mehring, as Vice President of
The Carl E. Mehring Company, an Ohio corporation, on behalf of
the corporation for the uses and purposes therein expressed.

Notary Public

STATE OF OHIO, LUCAS COUNTY SS:

The foregoing instrument was acknowledged before me this __

of March, 1990, by Renwick N. Miller and Beverly E. Miller,
husband and wife.

Notary Public

RECEIVED & RECORDED

MAR 09 1990

BILL COPELAND
RECORDE, LUCAS COUNTY, OHIO
REVOCATION OF DECLARATION OF RESTRICTIONS AS
TO PORT SYLVANIA, PLAT ONE
A Subdivision in the Township of Sylvania
Lucas County, Ohio

This Agreement made and entered into by M&M, a joint venture, consisting of The Carl E. Mehring Company, an Ohio corporation, and Renwick N. Miller, hereinafter called Developer this 21st day of March, 1990, and provides as follows:

WHEREAS, by instrument dated February 28, 1990, received for record February 28, 1990, at 11:55 a.m. and recorded in Lucas County Record of Mortgages Microfiche 90-255D03, Declaration of Restrictions as to Port Sylvania Plat One, were recorded; and

WHEREAS, at the time the above-described Restrictions as to Port Sylvania Plat One were recorded, M&M Development of Toledo, Ohio, a joint venture consisting of The Carl E. Mehring Company, an Ohio corporation, and Renwick N. Miller did not hold legal title to the property covered by the Restrictions; and

WHEREAS, M&M Development of Toledo, Ohio, a joint venture consisting of The Carl E. Mehring Company, an Ohio corporation, and Renwick N. Miller now desire to terminate, rescind and revoke each, every and all of the aforesaid Declaration of Restrictions as to Port Sylvania Plat One;
NOW, THEREFORE, the said M&M Development of Toledo, Ohio, a joint venture consisting of The Carl E. Mehring Company, an Ohio corporation, and Renwick N. Miller, do hereby terminate, rescind and revoke each, every and all of the said Declaration of Restrictions as to Port Sylvania Plat One received for record February 28, 1990 at 11:55 a.m. and recorded in Lucas County Record of Mortgages Microfiche 90-255003.

IN WITNESS WHEREOF, M&M Development of Toledo, Ohio, a joint venture consisting of The Carl E. Mehring Company, an Ohio corporation, and Renwick N. Miller, has caused its name to be subscribed to these presents this 31st day of March, 1990.

M&M DEVELOPMENT OF TOLEDO, OHIO, A JOINT VENTURE

THE CARL E. MEHRING COMPANY

Signed, acknowledged and delivered in the presence of:

Robert L. Knie

By: Robert C. Mehring
Vice President

Signed, acknowledged and delivered in the presence of:

Robert L. Knie

Renwick N. Miller

Beverly E. Miller for Release of Power Purposes

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STATE OF OHIO, LUCAS COUNTY, SS:

The foregoing instrument was acknowledged before me this ___ day of March, 1990, by Robert C. Mehring, as Vice President of The Carl E. Mehring Company, an Ohio corporation, on behalf of the corporation for the uses and purposes therein expressed.

[Signature]
Notary Public

WILLIAM B. MECHALAY
State of Ohio
Notary Public - State of Ohio
Notary Public - State of Ohio
Section 147.03 R.C.

STATE OF OHIO, LUCAS COUNTY SS:

The foregoing instrument was acknowledged before me this ___ day of March, 1990, by Renwick N. Miller and Beverly E. Miller, husband and wife.

[Signature]
Notary Public

WILLIAM B. MECHALAY
State of Ohio
Notary Public - State of Ohio
Notary Public - State of Ohio
Section 147.03 R.C.

CONSENT OF OWNER

The undersigned The Carl E. Mehring Company, an Ohio corporation, and Renwick N. Miller, as owner of Lot Numbers 1 through 3, inclusive, in Port Sylvania Plat One, a Subdivision in Sylvania Township, Lucas County, Ohio, as recorded in Lucas County Record of Plats, Volume 127, pages 8, et seq. having acquired title to the foregoing by Deed recorded in Lucas County Record of Deeds microfiche 88-509D07 hereby consent to the foregoing Revocation of Declaration of Restrictions as to Port Sylvania Plat One, a Subdivision in the Township of Sylvania, Lucas County, Ohio.

\[Signature\]
IN WITNESS WHEREOF, The Carl E. Mehring Company, an Ohio corporation and Renwick N. Miller, has caused their names to be subscribed to these presents this 15th day of March, 1990.

Signed, acknowledged and delivered in the presence of:

[Signature]

THE CARL E. MEHRING COMPANY

By:

[Signature]

Robert C. Mehring
Vice President

Signed, acknowledged and delivered in the presence of:

[Signature]

Renwick N. Miller

Beverly E. Miller for Release of Dowry Purposes

STATE OF OHIO, LUCAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 15th day of March, 1990, by Robert C. Mehring, as Vice President of The Carl E. Mehring Company, an Ohio corporation, on behalf of the corporation for the uses and purposes therein expressed.

[Signature]

Notary Public

WILLIAM H. MCCREADY

STATE OF OHIO, LUCAS COUNTY SS:

The foregoing instrument was acknowledged before me this 15th day of March, 1990, by Renwick N. Miller and Beverly E. Miller, husband and wife.

[Signature]

Notary Public

WILLIAM H. MCCREADY

RECEIVED & RECORDED
MAR 09 1990
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

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