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.
DECLARATION OF RESTRICTIONS

RAINTREE

WHEREAS, People's Service Company, Inc., is the owner of the following described real estate, to-wit: LOTS ONE (1) THRU ONE HUNDRED FIFTY NINE (159) INCLUSIVE OF RRAINTREE, A SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, People's Service Company, Inc., desires to establish a general plan for the development of RRAINTREE, which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises - of any lot, lots or part thereof, located and situated in RRAINTREE, and in order to perpetuate such Subdivision as an architecturally harmonious, artistic and desirable district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said Subdivision:

NOW, THEREFORE, the owner, in consideration of the enhancement in the value of said property and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each and every person who now is or shall hereafter be the owner of any interest in and to any lot, or part thereof in, and by reason of the adoption of the Restrictions hereinafter set forth, PEOPLE'S SERVICE CO., INC. does for itself, its successors and assigns, hereby declare and stipulate that said lots shall be conveyed subject to the Restrictions hereinafter declared and that the same shall run with the land:

DURATION OF RESTRICTIONS

1. These covenants and restrictions shall bind and run with the land and shall be binding upon said owner and all persons claiming under or through it, until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by the then owners of a majority of the lots in RRAINTREE it is agreed to change said restrictions and covenants in
whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be recorded in the Office of the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

LAND USE AND BUILDING TYPE

2. No lot shall be used except for residential purposes and only one residence for occupancy by single family may be erected. Such single family dwellings to be erected shall be confined to 1 story, 1 1/2 story, and 2 story buildings, and shall include a two or three car attached, or detached, garage for private use only, and said garage shall conform architecturally to the dwelling house. Each house shall contain a minimum of 1,350 sq. ft. of living space without garage.

BUILDING LOCATION SET BACKS

3. No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat of said Subdivision. No building shall be located nearer to the rear lot line than shall be approved in writing by said Architectural Control and Plan Approval Committee.

LOT USE

4. No portion of any lot nearer to any street than the building set back line or lines shown upon the recorded plat of said Subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubberries, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamentations for the purpose of beautifying said lot, but shall be
construed to prohibit the planting or growing of vegetables and grains thereon and the construction or planning of a fence of any kind. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and failing in which People's Service Company, Inc. may cause same to be cut or removed at expense of said lot owners. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain upon said lots, unless and until the written consent of People's Service Company, Inc., and/or Architectural Control and Plan Approval Committee shall have been first obtained therefore which consent may specify in writing the type, height, width, color, upkeep and any general conditions pertaining thereto.

ARCHITECTURAL CONTROL AND PLAN APPROVAL COMMITTEE

5. No dwelling, swimming pool, fence, hedge, wall, grading, platting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said lot or to the buildings located on said lot until the plans and specifications of said improvements, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the material with which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the
building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level. Architectural Control and Plan Approval Committee shall determine and set all house grades, all roofs to be gable or hip type construction with minimum pitch of 4" in 12". Maximum ridge height for two-story building shall be 22 feet above first floor level, or may be varied with written approval or Architectural Control and Plan Approval Committee.

6. Said Architectural Control and Plan Approval Committee shall at all times be composed of not less than 3 members appointed by the developer, People's Service Company, Inc., who shall be empowered to fill vacancies upon said Committee. The original members of said Committee shall be E. O. Knowles, Henry W. Goranson, Carl Windmagle, and Margaret Liggett.

Until such time as said lot owners shall become members of said Committee, the approval in writing of any two members of said Committee, of Raintree as originally constituted, shall be sufficient for the approval of plans and specifications which may come within the purview of said Committee.

NOXIOUS USES, ETC.

7. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, nor shall any noxious, offensive, unhealthful or unreasonable disturbing activity be carried on upon any part of said Raintree, nor shall anything be done thereon which may be or become an annoyance or nuisance in said Raintree. No well for gas, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed, or suffered to remain upon any of said residential lots.

8. All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to PEOPLE'S
SERVICE COMPANY, INC., the developer, or the Architectural Control and Plan Approval Committee at the office of PEOPLE'S SERVICE COMPANY, INC., the developer. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission, and PEOPLE'S SERVICE COMPANY, INC., the developer, shall keep records thereof.

UTILITY EASEMENTS

9. PEOPLE'S SERVICE COMPANY, INC., reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plat of RAIN TREE, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in RAIN TREE, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

NUISANCES

10. No animals, rabbits, or poultry of any kind, character, or species of fowl or livestock, shall be kept or maintained upon any part of any lot or tract. PEOPLE'S SERVICE COMPANY, INC. and the Architectural Control and Plan Approval Committee reserve the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners of inhabitants of the keeping within any dwelling house of 2 domestic dogs or cats is hereby permitted, so long as such dogs or cats do not become a nuisance to the owners or occupiers of lots in said Subdivision.
TEMPORARY STRUCTURES

11. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence.

OFFICES

12. No office, whether commercial or professional, shall be erected or maintained in any residence in said Subdivision, but the same shall be used for residential purposes only and not otherwise.

CONSTRUCTION REQUIRED TO BE OF CONCRETE

13. All driveways, turnarounds, sidewalks, and patios shall be concrete or asphalt construction.

TEMPORARY STORAGE

14. No boats, trucks, trailers, house cars or moveable equipment or apparatus of any type shall be stored or parked in the yards, or on the driveways or on the street of any of said lots in said Subdivision. If any such item is stored on the premises, it shall be housed completely within the garage.

NEW CONSTRUCTION

15. No existing building may be brought from another location and moved upon any lot in said Subdivision for any purpose whatever, including remodeling, it being the intent of these Restrictions that all construction in said ______________ shall be new and not remodeled construction.

DEBRIS AND RUBBISH

16. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except such as may be stored in a garage, basement, underground containers, or approved outside containers concealed by shrubbery or other approved screening.

If adjoining lots have been used with permission in construction of houses, the same must be graded to close all ruts and holes and all debris must be removed.
17. No fencing of any type will be installed in the front of the dwelling or closer to the street than any part of the lot that abuts onto a street, or closer than any part of the dwelling. Any type of fencing for the rear portions of the lot, other than normal chain link fence not over 4 feet in total height, shall not be installed without the submission of plans and specs and their approval in writing the same as shown in #2 above.

ENFORCEMENT

18. PEOPLE'S SERVICE COMPANY, INC., its successors and assigns, reserves and is hereby granted the right in case of any violation or breach of any of the Restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violations or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by PEOPLE'S SERVICE COMPANY, INC., and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of PEOPLE'S SERVICE COMPANY, INC., its successors and assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and PEOPLE'S SERVICE COMPANY, INC., its successors and assigns, shall at any and all times have the right to enforce the same.

RIGHT TO MODIFY

19. In connection with the provisions herein contained and with special reference to the Architectural Control and Plan Approval Committee, its duties and functions, it is hereby provided that if,
in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, PEOPLE'S SERVICE COMPANY, INC., developer, may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

HARDSHIPS

20. The Architectural Control and Plan Approval Committee as hereinbefore constituted in addition to the foregoing, may annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Subdivision, which will not, if such action be taken, materially injure or damage any lot in said Subdivision. The provisions of this Item No. 20 shall not be construed or interpreted to authorize any change from the declared intentions and sense of these restrictions of keeping and maintaining this Subdivision as a highly restricted and desirable residential Subdivision for single family residences only.

SUB-DIVIDING LOTS

21. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of PEOPLE'S SERVICE COMPANY, INC., the developer.

FAILURE TO ENFORCE

22. 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.

VARIANCES

23. In all instances where plans and specifications are required to be submitted to the Architectural Control and Plan Approval Committee as hereinbefore set forth and are regularly
approved in writing, and it subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall hedge, or roadway, any such variance from said written approval shall be deemed a violation of these Restrictions, and shall be the subject of any action to abate as hereinabove provided, by PEOPLE'S SERVICE COMPANY, INC., the developer.

IN WITNESS WHEREOF, PEOPLE'S SERVICE COMPANY, INC. has caused its corporate name to be subscribed to these presents by its President and its Secretary this 14th day of MAY, 1973.

PEOPLE'S SERVICE COMPANY, INC.

BY E. O. Knowles, President

Henry W. Goranson, Sec.

Two witnesses.

Acknowledged May 14" 1973 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 16" 1973 at 2:59 P.M., and recorded in Volume 2675 of Mortgages, page 31.
AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
RAINTREE

WHEREAS, PEOPLE'S SERVICE COMPANY, INC., is the Owner of the following described real estate: LOTS ONE (1) THROUGH ONE HUNDRED FIFTY-NINE (159), with the exception of Lot Number 123, which has been deeded for Park Purposes, OF RAIN TREE, A SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO;

WHEREAS, the said People's Service Company, Inc. has filed a DECLARATION OF RESTRICTIONS FOR RAIN TREE which has been recorded in Volume 2675 of Mortgages, page 31, LUCAS COUNTY RECORDS;

WHEREAS, said Owner is desirous of amending said Declaration;

NOW THEREFORE, the following amendments are made:

PARAGRAPH 2. LAND USE AND BUILDING TYPE shall be amended as follows:

DELETE the following:

"**, and shall include a two or three car attached, or detached, garage for private use only, and said garage shall conform architecturally to the dwelling house. Each house shall contain a minimum of 1,350 sq. ft. of living space without garage."

PARAGRAPH 6. ARCHITECTURAL CONTROL AND PLAN APPROVAL COMMITTEE shall be amended to include the following provision:

"PEOPLE'S SERVICE COMPANY, INC. expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire.

"Such assignment or relinquishment will become effective from and after the time a written instrument, signed by People's Service Company, Inc., or by its successors or assigns, evidencing the fact that such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder."
IN WITNESS WHEREOF, PEOPLE'S SERVICE COMPANY, INC. has caused its corporate name to be subscribed to these presents by its Vice President and its Secretary this 22nd day of February, 1974.

PEOPLE'S SERVICE COMPANY, INC.

By Margaret Liggett, Vice President

Two witnesses.

By Henry W. Goranson, Secretary

Acknowledged February 22" 1974 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record February 22" 1974 at 4:09 P.M., and recorded in Volume 2805 of Mortgages, page 117.
By instrument dated August 20, 1973, The Toledo Edison Company was granted an easement over and upon a strip of land lying five (5) feet on each side of a centerline across the following described property:

Said centerline to commence at a point "A" located approximately 1 foot south of the northeasterly line of Lot #124 and approximately 20 feet southeasterly of the westerly (rear) line of said Lot #124, said westerly (rear) line of said Lot #124 also being the southeasterly bank of Shantee Creek, so-called, as measured along the said northeasterly line of said Lot; thence from said point "A" in a northeasterly direction, in a straight line and crossing Lot #125 a distance of approximately 95 feet to a point "B" located approximately 1 foot southerly of the northeasterly line of said Lot #125 and approximately 32 feet southeasterly of the northwesterly (rear) line of said Lot #125, said northwesterly (rear) line of Lot #125 also being the southeasterly bank of Shantee Creek, as measured along the said northeasterly line of said Lot #125, thence from said point "B" continuing in a northeasterly direction in a straight line, and crossing Lots #126 through #128 inclusive, a distance of approximately 133 feet to point "C" located 1 foot northeasterly of the southeasterly line of Lot #129, and approximately 21 feet southeasterly of the northwesterly (rear) line of said Lot #129, said northwesterly (rear) line of said Lot #129 also being the southeasterly bank of Shantee Creek, as measured along the said southeasterly line of said Lot #129; thence from said point "C" continuing in a northeasterly direction, in a straight line and crossing Lots #129 and #130, a distance of approximately 163 feet.
to point "D" located in lot #131 1 foot northeasterly of the southwesterly line of lot #131 and approximately 27 feet southeasterly of the northwesterly (rear) line of said lot #131, said northwesterly (rear) line of said lot #131 also being the southeasterly bank of Shantee Creek, as measured along the said southwesterly line of said lot #131; thence from said point "D" continuing in a northeasterly direction, in a straight line, and crossing lot #131, a distance of approximately 90 feet to point "E" located in lot #132 approximately 1 foot northeasterly of the southwesterly line of lot #132 and approximately 24 feet southeasterly of the northwesterly (rear) line of said lot #132, said northwesterly (rear) line of said lot #132 also being the southeasterly bank of Shantee Creek, as measured along the said southwesterly line of said lot #132; thence from said point "E" continuing northeasterly in a straight line, and crossing lot #132 a distance of approximately 90 feet to point "F" located in lot #133 approximately 1 foot northeasterly of the southwesterly line of lot #133 and approximately 24 feet southeasterly of the northwesterly (rear) line of said lot #133, said northwesterly (rear) line of said lot #133 also being the southeasterly bank of Shantee Creek, as measured along the said southwesterly line of said lot #133; thence from point "F" continuing northeasterly, in a straight line and crossing lots #133 and #135, a distance of approximately 175 feet to point "G" located in lot #136 approximately 1 foot northeasterly of the southwesterly line of lot #136 and approximately 22 feet southeasterly of the northwesterly (rear) line of said lot #136, said northwesterly (rear) line of said lot #136 also being the southeasterly bank of Shantee Creek, as measured along the said southwesterly line of said lot #136; thence from said point "G" continuing northeasterly in a straight line and crossing lots #136 and #137, a distance of approximately 142 feet to point "H" located in lot #137 approximately
1 foot southwesterly of the northeasterly line of said lot #137 and approximately 24 feet southeasterly of the northwesterly (rear) line of said lot #137, said northwesterly (rear) line of said lot #137 also being the southeasterly bank of Shantee Creek, as measured along the said northeasterly line of said lot #137; thence from said point "H" continuing northeasterly in a straight line, and crossing lots #138 and #139, a distance of approximately 137 feet to point "I" located in lot #139 approximately 1 foot southwesterly of the northeasterly line of said lot #139 and approximately 29 feet southeasterly of the northwesterly (rear) line of said lot #139, said northwesterly (rear) line of said lot #139 also being the southeasterly bank of Shantee Creek, as measured along the said northeasterly line of said lot #139; thence from said point "I" continuing northeasterly in a straight line, and crossing lot #140, a distance of approximately 87 feet to point "J" located in lot #140 approximately 1 foot southerly of the northerly line of said lot #140 and approximately 17.50 feet easterly of the northwesterly (rear) line of said lot #140, said northwesterly (rear) line of lot #140 also being the southeasterly bank of Shantee Creek, as measured along the said northerly line of said lot #140, said point "J" being the point of termination.

Also the right and easement in, over, under and upon the public roads and thoroughfares as now constructed or as same may be constructed by widening or improving in the future, adjoining and/or abutting upon any part of said property.

Also the right and easement to overhang 5 feet of any part of the above mentioned property adjoining and/or abutting upon said
roads, together with the rights of ingress and egress. Grantor and Grantor’s successors and assigns shall not build any structure or place any materials on said easement strip and Grantee shall have the right to remove obstructions. At Grantee’s option the lines herein authorized may be placed overhead or underground or one or more overhead and one or more underground and all of the provisions of this instrument shall be applicable to underground as well as overhead lines.

Received for record September 5, 1973 and recorded in Volume 2303 of Deeds, page 55.