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
AS TO PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02, MicInFOICHE NO. 81-
REGIS PARK FRED 2/24/71
A SUBDIVISION IN THE CITY OF SYLVANIA
LUCAS COUNTY, OHIO

WHEREAS, BRIDGEPARK INVESTMENT COMPANY, a general partnership organized and existing under the laws of the State of Ohio, with its principal place of business at 26747 Lake Vue Drive, Suite 10, Perrysburg, Ohio 43551 (hereinafter called "Developer") is the owner in fee simple of the following described property:

REGIS PARK, of which this is a correct plat, is laid out and comprises that part of the East 1/4 of the East 1/4 of the Southeast 1/4 of Section 16, Town 9 South, Range 6 East in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Starting at the Southeast corner of the Southeast 1/4 of said Section 16; thence North 00°-25'-05" West along the East line of the Southeast 1/4 of said Section 16, a distance of 563.60 feet to the point of BEGINNING of the premises hereinafter described; thence North 00°-25'-05" West along the East line of the Southeast 1/4 of said Section 16, a distance of 696.00 feet to the Southeast corner of the North 22.00 acres of the East 1/4 of the Southeast 1/4 of said Section 16; thence South 84°-48'-09" West along the South line of the North 22.00 acres of the East 1/4 of the Southeast 1/4 of said Section 16, a distance of 676.66 feet to a point on the West line of the East 1/4 of the Southeast 1/4 of said Section 16; thence South 00°-25'-18" East along the West line of the East 1/4 of the Southeast 1/4 of said Section 16, a distance of 696.00 feet to a point; thence North 84°-48'-09" East, a distance of 676.62 feet to the point of BEGINNING. Subject to legal highways. Containing 10,774 acres of land. The bearings referred to herein are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

WHEREAS, such property is designated on a plat recorded in Volume 73, page 49, Lucas County, Ohio Record of Plats, as Regis Park, a Subdivision in the City of Sylvania, Lucas County, Ohio (hereinafter sometimes called "Regis Park"); and

WHEREAS, the property is further known as Lots Number one (1) through twenty-one (21), Regis Park, according to recorded plat thereof; and

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 Regis Park, certain easements and rights in, over and to Regis
Park and certain restrictions upon the manner of use, improvement and
enjoyment of the aforementioned lots in Regis Park and do impose hereby
certain restrictions on such lots in said Regis Park.

NOW THEREFORE, in consideration of these premises and in con-
sideration of the enhancement in value of the above described land, and
to afford purchasers protection in the use and occupancy thereof, for
the purposes for which the same are designated and to provide a uniform
general plan for the improvement, development, use, occupancy and enjoy-
ment of said Regis Park as an architecturally harmonious, artistic and
desirable residence district. Bridgewater Investment Company, the owner,
for itself, its successors and assigns, hereby declares and stipulates
that each lot in said Regis Park hereafter sold, conveyed or transferred
by it, including transfers by operation of law, shall be deemed sold,
conveyed or transferred subject to the following covenants, conditions,
agreements and restrictions, to-wit:

ARTICLE ONE

Section 1. All lots in Regis Park, being Lots 1 through 21, shall be
known and described as residential lots. No structure shall be erected
on lots numbered 1 through 21 other than one four-family residential
purpose dwelling, including garages.

Section 2. No dwelling, porch, veranda, garage, driveway, basement,
swimming pool, or other structure shall be erected or maintained on
said lots, nor shall any change, in addition to or alteration therein,
affecting the outward appearance thereof be made unless erected, main-
tained, changed, added to or altered in accordance with detailed plans
and specifications therefor showing the size, location, grade elevations,
type, style or architecture, cost, use and materials of construction
thereof, the color scheme therefor, and the grading plan of the lot,
which detailed plans and specifications shall have been first approved
in writing by Bridgewater Investment Company, through any one member of
its Architectural Control Committee, said Committee being composed of
Donald L. Sinnes, Timothy Nichter and Deanna M. Reiter, and a true copy thereof, permanently lodged with the Bridgewater Investment Company.

Section 3. No portion of the described premises nearer than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of all lawns. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives and otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof, and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No tree, whose diameter exceeds ten (10) inches, measured three (3) feet from the ground, shall be removed without the prior written consent of Bridgewater Investment Company provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by Bridgewater Investment Company, or removal ordered by any state or local governmental authority having jurisdiction thereof.

Section 4. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of Bridgewater Investment Company shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding this restriction, permission to erect "split rail" type fences is hereby granted, so long as prior approval has been obtained from Bridgewater Investment Company provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision.
However, the erection of "chain link" type fences is specifically permitted permanently prohibited in Regis Park.

Section 5. Bridgewater Investment Company reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 6. Bridgewater Investment Company reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion or said premises may now or hereafter front or abut.

Section 7. Bridgewater Investment Company reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on the plat of part of Regis Park, 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 the replat of part of Regis Park over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner.
or owners of any adjoining land in the quiet enjoyment of their property.

Section 9. All driveways shall be surfaced with a material that is black in color. All homes shall have wood windows. All homes shall have wood overhangs and no aluminum eaves or overhangs shall be permitted.

Section 10. No basketball hoops or backboards shall be located in the front yard or side yards. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level.

Section 11. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Bridgewater Investment Company reserves the right to adopt reasonable regulations concerning 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 or inhabitants of Reis Park. Such household pets will not be kept, bred or maintained for any commercial purposes.

Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers. No laundry shall be hung for drying on Sundays or other local holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

Section 13. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Bridgewater Investment Company.

Section 14. Bridgewater Investment Company reserves and hereby is granted the right in case of any violations 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 violation or breach exists, and to summarily abate or 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 Bridgewater Investment Company and, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Bridgewater Investment Company 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 Bridgewater Investment Company shall at any and all times have the right to enforce the same.

Section 15. No boat, boat trailer, house trailer, motor home or truck of any type shall be parked, kept or stored on any lot in Regis Park unless completely within the closed garage. No trailer, tent, shack, barn, motor home or outbuilding of any type will be permitted on any lot in Regis Park provided, however, that a gardenhouse, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of Bridgewater Investment Company or its assignees.

Section 16. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family or families occupying said dwelling, nor unless and until the size, location, color scheme thereof, the grade elevation thereof and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Bridgewater Investment Company and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Bridgewater Investment Company and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. All garages shall be sided with wood or brick veneer only.
Section 17. No dwelling erected in said Regis Park shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within ninety (90) days after their delivery to such lots, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the prior written approval of Bridgewater Investment Company.

Section 18. It shall be a requirement that sidewalks, as approved by the City of Sylvania, be installed and constructed as part of each lot. Each lot owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the lot or at the time of construction of the residence dwelling whichever time or event first occurs. If any violation of this section shall occur, then Developer shall have the right, without notice to the lot owner, to cause said sidewalk to be constructed at the sole cost and expense of the lot owner and the expense shall include construction costs plus fifteen (15) percent as and for contracting, supervision and other related costs of Developer.

Section 19. In all instances where plans and specifications are required to be submitted to and are approved by Bridgewater Investment Company, if subsequent thereto, there shall be any variance in the actual construction and location of any building, alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

ARTICLE TWO

Section 1. At any time after the sale of all of the lots in Regis Park, being Lots No. 1 thru 21, Bridgewater Investment Company may
cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Regis Park Property Owners' Association" or a name similar thereto, and upon the formation of such association, every lot owner (meaning a full building site) shall become a member therein and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Upon the sale of all lots in this subdivision, Bridgewater Investment Company will, by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the said Bridgewater Investment Company which said assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Bridgewater Investment Company by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments and the jurisdiction, rights and powers of Bridgewater Investment Company created or reserved by this Declaration or by plat of deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the
benefit of such owner, in like manner though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Bridgewater Investment Company the right (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Bridgewater Investment Company shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land in Regis Park and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Regis Park, regardless of how or in what manner said interest is acquired.

Section 3. 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.

Section 4. The invalidity of any restriction hereby imposed or of any provisions hereof or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by Bridgewater Investment Company shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. Bridgewater Investment Company reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.
Section 7. These covenants and restrictions are to run with the land and shall be binding until January 1, 2002 at which time they shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions in whole or in part by the then owners of at least a majority of the lots in the subdivision. Any changes shall be in proper written form and recorded with the Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, BRIDGEWATER INVESTMENT COMPANY has caused this Declaration of Restrictions to be executed by its General Partner on its behalf this 6th day of May, 1981.

Signed and Acknowledged in the Presence of:

Daniel A. Bishop

By Donald L. Simms, General Partner

BRIDGEWATER INVESTMENT COMPANY

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 6th day of May, 1981, by Donald L. Simms, General Partner of Bridgewater Investment Company, an Ohio General Partnership, on behalf of the Partnership.

SUE ANN PHELPS
Notary Public

THIS INSTRUMENT PREPARED BY:

Daniel A. Bishop
Attorney-at-Law
1045 Spitzer Building
Toledo, Ohio 43604

RECEIVED & RECORDED AUG 3 1981

-10-

81 658006
AMENDMENT TO DECLARATION OF RESTRICTIONS AS TO REGIS PARK A SUBDIVISION IN THE CITY OF SYLVANIA LUCAS COUNTY, OHIO

WHEREAS, BRIDGEMASTER INVESTMENT COMPANY, a general partnership organized and existing under the laws of the State of Ohio, with its principal place of business at 26747 Lake Vue Drive, Suite 10, Perrysburg, Ohio 43551 (hereinafter called "Developer") is the owner in fee simple of the following described lots in Regis Park:

"Lots numbered 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 21 in REGIS PARK, a Subdivision in the City of Sylvania, Lucas County, Ohio."

WHEREAS, said lots constitute a majority of the twenty-one (21) lots in Regis Park, and

WHEREAS, Developer had previously recorded a Declaration of Restrictions as to Regis Park, a Subdivision in the City of Sylvania, Lucas County, Ohio, which Declaration was recorded as Mortgage No. 31-658-809 through 31-658-806, both inclusive, and

WHEREAS, Developer desires to amend Article One, Section 1, of said Restrictions so as to provide for the construction of residential units other than four-family residential purpose dwellings.

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above-described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Regis Park as an architecturally harmonious, artful and desirable residential district, Bridgemaster Investment Company, the Developer, for itself, its successors and assigns, hereby amends Article One, Section 1, of the aforesaid Declaration of Restrictions in its entirety and a new Article One, Section 1 shall read as follows, to wit:
ARTICLE ONE

Section 1. All lots in Rigo Park, being Lots 1 through 21, shall be known and described as residential lots. No structure shall be erected on lots numbered 1 through 21 other than a residential purpose dwelling which shall not exceed a four-family residence, including garages.

IN WITNESS WHEREOF, BRIDGEWATER INVESTMENT COMPANY has caused this Amendment to Declaration of Restrictions to be executed by its General Partner on its behalf this 19th day of June, 1983.

Signed and Acknowledged in the Presence of:

[Signatures]

BRIDGEWATER INVESTMENT COMPANY

By: [Signature]

Donald L. Sims, General Partner

The foregoing instrument was acknowledged before me this 19th day of June, 1983, by Donald L. Sims, General Partner of Bridgewater Investment Company, as Ohio General Partnership, on behalf of the Partnership,

[Signature]

Notary Public

Notary Public, State of Ohio

By Commission Expires Jan. 9, 1986

Notary Public State of Florida

Received & Recorded

JUN 23 1983

[Stamp]

MINNESOTA TITLE BOX

63-0-15003
ASSIGNMENT OF RIGHTS, DUTIES
AND OBLIGATIONS PURSUANT TO DECLARATION
OF RESTRICTIONS AS TO REGIS PARK, A SUBDIVISION
IN THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO

WHEREAS, Bridgewater Investment Company, a general partnership organized and existing under the laws of the State of Ohio, with its principal place of business at 26747 Lakeview Drive, Suite 10, Perrysburg, Ohio 43551, (hereinafter called "Developer"), was the owner in fee simple of the following described property, to wit:

"Lots numbered 1 through 21, both inclusive, Regis Park, a Subdivision in the City of Sylvania, Lucas County, Ohio."

WHEREAS, Developer had previously recorded a Declaration of Restrictions as to Regis Park, a Subdivision in the City of Sylvania, Lucas County, Ohio, which Declaration was recorded as Mortgage No. 81-658-809 through 81-658-809, both inclusive, and

WHEREAS, Developer had previously recorded an Amendment to said Declaration of Restrictions which was recorded as Mortgage No. 83-545-D07 et seq., and

WHEREAS, Developer desires to transfer and assign all of its rights, duties and obligations thereunder pursuant to Article III, Section 6 of said Declaration of Restrictions,

NOW, THEREFORE, Developer hereby transfers and assigns all of its rights, duties and obligations under the aforesaid Declaration of Restrictions as to Regis Park, a Subdivision in the City of
Sylvania, Lucas County, Ohio unto Harry J. Madden and Donald A. Wyper.

WITNESS my hand this 18th day of March, 1985.

Witness:
Daniel E. Dalk

Bridgewater Investment Company, an Ohio General Partnership
By: Donald L. Sims, General Partner

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 18th day of March, 1985, by Donald L. Sims, general partner of Bridgewater Investment Company, an Ohio General Partnership, and stated that he was authorized to execute this Deed on behalf of said partnership.

Notary Public

PREPARED BY:
David G. Wise
1000 National Bank Building
Toledo, Ohio 43604
111-8-117
3/8/85

RECEIVED & RECORDED
APR 04 1985

BILL COPELAND
RECORDED, LUCAS COUNTY, OHIO
85-314807