Riverside Estates
Plat Two

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DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN RIVERSIDE ESTATES PLAT TWO

Whereas, Riverside Partners Group, Ltd., an Ohio limited liability company, hereinafter referred to as the owners, with its principal place of business at 1121 W. 24th St., Toledo, Lucas County, Ohio, to wit:

Lots 8, 9 and 10, Riverside Estates, Plat 2

And said parcels will hereafter be referred to as Riverside Estates Plat Two recorded March 30, 2004 at Official Record 20040330-0023502. The Riverside Partners Group, Ltd. Proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable single-family residential district. These restrictions constitute a general plan applicable to the development and use of said plat and all of the lots thereof, and shall be binding upon all of them.

Said restrictions hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be and are as follows:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

1. The word “restrictions” or “restriction” as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word “building” as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word “dwelling” as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

4. The word “plot” as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or more or less than a single lot.
5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The word "side yard" as used in this Declaration of Restrictions is intended to mean a yard between a building and the side line of the plot on which the building is located, and extended from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot line and the side of said building or any projections thereof.

7. Riverside Partners Group, Ltd. Shall have the right to construe and interpret these restrictions, and its construction or interpretations, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions. All the restrictions herein contained shall be construed together but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof shall be thereby affected or impaired.

8. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot, without the express written consent of Riverside Partners Group, Ltd.

9. 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.

10. If, in the opinion of Riverside Partners Group, Ltd., the shape of, dimensions, number of structures or typography of the lot or plat on which a building, structure, or improvement is to be made, is such that a strict construction of these reservations or restrictions would work a hardship, Riverside Partners Group, Ltd. may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure of building or the making of the proposed improvements.

ARTICLE II
USE OF LAND

1. Except as hereinafter provided, all the land in Riverside Estates Plat One and Plat Two shall be used for residential purposes only and for no other purposes. No more than one residence shall be built for any one plot, no two residences will feature the same exterior façade.
2. Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building. Garages shall be attached (minimum two (2) car to the residence. Said garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, recreational trailer, house trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any lot, except that those structures approved by Riverside Partners Group, Ltd. as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, must have brick or stone on front elevation.

4. No structure or building, or part thereof including porches, verandas, or other projections other than roof overhangs from said buildings shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear lines, than shown as building lines on the recorded plat of Riverside Estates Plat One and Plat Two, or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Riverside Partners Group, Ltd. hereinafter provided.

5. All one (1) story shall be a minimum sixteen hundred (1600) square feet or one and one-half (1 ½) story buildings shall not have less than eighteen hundred (1800) square feet of living area.
   All two (2) story buildings shall not have less than two thousand (2000) square feet of living area.

6. No well for gas, water, oil or substances, shall at any time whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises, provided however, that a water well for a lawn sprinkler system or GEO Thermaal Heating System may be installed, erected or placed upon said premises.

7. No advertising sign; billboard or other advertising device, whether for the purpose of advertising the sale of said lot or otherwise, shall be erected or maintained upon said lot or building thereon without the consent of Riverside Partners Group, Ltd. being first obtained in writing. The right is reserved by Riverside Partners Group, Ltd. to erect a small structure or signs on any unsold lots or plots.
8. No animals, horse, rabbits, poultry, fowl, or any livestock shall be kept upon or maintained on any plot, except that Riverside Partners Group, Ltd. may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats, or other household pets which are not and will not become a nuisance to the owners and inhabitants of Riverside Estates Plat One and Plat Two.

9. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said lot except in the rear yards. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time from any front porch or in the front of any building.

10. No boat, boat trailer, house trailer, motor home, or truck of any type shall be parked, kept or stored on any lot unless completely within the closed garages. No trailer, tent, shack, or motor home of any type will be permitted on any said lot.

11. 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 a garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Riverside Partners Group, Ltd.

12. 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.

13. No dwelling erected in said Riverside Estates Plat One and Plat Two shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. 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 residence lot may be stored thereon but, if not incorporated in said structure within 90 days after their delivery to such lots, shall be removed therefrom. No dirt shall be removed from said lots without the written approval of Riverside Partners Group, Ltd.

14. No portion of the within described premises nearer to any street 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 a lawn.
Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drive of 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, so-called, 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.

15. No garages 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 occupying said dwelling, nor until the size, location, type, style or architecture, cost and use of the materials or construction thereof, the color scheme thereof, and the plans, specifications and details of said garages, including the driveway approach, and garage entrance shall have been first approved in writing by Riverside Partners Group, Ltd. and a true copy of said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

ARTICLE III
APPROVAL OF PLANS

1. Riverside Partners Group, Ltd., its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to: fences, swimming pools, signs, walls, landscaping, automobile driveways, a streetscape has been designed for this development, it must be adhered to with respect to size and location), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made to such erections or improvements. Riverside Partners Group, Ltd. hereby 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.

2. No fences, swimming pool, hedge, wall, storage sheds, outbuildings, satellite dishes, or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the
written consent of Riverside Partners Group, Ltd. shall have first been obtained therefore, 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, the erection of "split rail" type fences are hereby granted prior approval by Riverside Partners Group, Ltd. provided such "split rail" fences are not over 5 feet in height and are not placed any nearer than the front set-back line of the house. However, the erection of "chain link" fences is specifically and permanently prohibited in Riverside Estates Plat One and Plat Two.

3. Riverside Partners Group, Ltd. reserves the sole and exclusive right to establish grades and slopes of the lot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Riverside Estates Plat One and Plat Two. The building elevations set on the site grading plan shall be strictly adhered to. A request for modification can only be approved by Riverside Partners Group, Ltd. and only if it does not adversely affect the adjoining lots.

4. In all instances where plans and specifications are required to be submitted to and are approved by Riverside Partners Group, Ltd., if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvements, such variance shall be deemed a violation of these restrictions.

ARTICLE IV
EASEMENTS

Riverside Partners Group, Ltd. reserves to itself, the exclusive right to grant consents, easements, and right-of-ways for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires, cablevision wires, and conduits, including underground facilities, for electric, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all the areas designated as "utility easement", "sewer easement", or with words similar import on said plat of Riverside Estates Plat One and Plat Two and along and upon all highways now existing or hereafter established and abutting all the lots in said Riverside Estates Plat One and Plat Two. Riverside Partners Group, Ltd. also reserves to itself, the right to go upon or permit any public utility company to go upon the plots in said Riverside Estates Plat One and Plat Two from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or other structures, or any part thereof shall be erected or maintained over or upon any part of the areas designated at "utility easement",
"sewer easement", or words of similar import said recorded plat of Riverside
Estates Plat One and Plat Two. The term "building" or other "structure" as used
in the foregoing portions of this Article IV of this Declaration of Restrictions shall
include those structures in the nature of houses and garages, but shall not
include plot improvements such as driveways and fences.
No owner of any of the lots in Riverside Estates Plat One and Plat Two shall
have the right to reserve or grant any easement or right-of-way upon or over any
of the lots in said Riverside Estates Plat One and Plat Two without the written
consent of Riverside Partners Group, Ltd.

ARTICLE V
RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions or
failure to conform thereto, Riverside Partners Group, Ltd. is granted
the right to summarily abate and remove at the expense of the owner
thereof, any erection, thing or condition that may exist contrary to these
restrictions, or may take such action at law or in equity which is
available to it to enforce such restrictions. Any owner of a lot in the
aforesaid condition shall also have the right and power to initiate and
pursue any and all available rights in law or equity against anyone
violating these restrictions, in order to provide the proper relief
therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the
failure to enforce the provisions hereof no matter how many restrictions
hereby imposed or any of the provisions hereof or any part of any
restriction or provisions shall not impair or effect in any manner the
validity, enforceability or effect of the rest of such restrictions and
provisions.

3. The rights, privileges and powers granted by this Declaration of
Restrictions to, and/or reserved by Riverside Partners Group, Ltd. shall
be assignable and shall inure to the benefit of the successors and
assigns of Riverside Partners Group, Ltd.

ARTICLE VI
DURATION OF RESTRICTIONS

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

2. A violation of any of the rules and regulations adopted by Riverside Partners Group, Ltd. shall be deemed a violation of this Declaration and may be adjoined as herein provided.

IN WITNESS WHEREOF, Riverside Partners Group, Ltd. has caused this Declaration to be signed by all of its Partners on the day and year first above written.

By:

Riverside Partners Group, Ltd.

By:

WITNESS BY:

Fred C. Mayer

Patricia A. O'Shea

On this 29th day of March, 2004, before me, a Notary Public in and for said County and State, appeared Riverside Partners Group, Ltd., an Ohio Limited Liability Company by Steven M. Szecsnv and Daniel T. Szecsnv, partners.

Notary Public

KARLA G. JUERGENS
Notary Public, State of Ohio
My Commission Expires 7-6-2008