Riverwalk

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DECLARATIONS OF RESTRICTIONS, RESERVATIONS
AND CONDITIONS AS TO LAND LOCATED IN RIVERWALK

Whereas, Dawn Development Co., L.L.C., hereinafter referred to as the "Declarant", with
its principal place of business at 1260 Waterville-Monclova Road, Waterville, Ohio holds title in
fee simple to the following described parcels of land located in Waterville Township, Lucas
County, Ohio, to wit:

Lot number one (1) through fourteen (14), both inclusive, in Riverwalk, a Subdivision in
the Village of Waterville, Lucas County, Ohio.

And said parcels will hereinafter be referred to as Riverwalk recorded August 29, 2001 at Volume 151
Page 55-56 of Plats; Reference Number 56730.

Declarant proposes to adopt restrictions, reservations and conditions as to the use thereof
in order to preserve said addition as a desirable single-family residential district. These
restrictions, reservations and conditions 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, reservations and conditions 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

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.

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

2. 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.

3. 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.

4. 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.

5. 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.

6. Declarant 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.

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

9. If, in the opinion of Declarant the shape of, dimensions, number of structures or typography of the lot or plot 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, Declarant 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 Riverwalk 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 facade.

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. Each residence building shall have an attached garage (minimum two (2) car). 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 Declarant as proper for 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.

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 Riverwalk, 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 Declarant hereinafter provided. All one (1) story residences shall not have less than 1,400 square feet of living area; all one and one-half (1-1/2) story residences shall not have less than 1,500 square feet of living area; and all two (2) story residences shall not have less than 1,600 square feet of living area.

5. All one (1) story residences shall not have less than 1,400 square feet of living area; all one and on-half (1-1/2) story residences shall not have less than 1,500 square feet of living area; and all two (2) story residences shall not have less than 1,600 square feet of living area.

6. All dwellings shall contain some combination of the following features: front porch with rails, flower boxes on front windows, shutters on front windows, contrasting siding and trim; as approved by the Architectural Control Committee. In addition thereto, all yards must be seeded or sodded with grass and some minimal landscaping in the front of the dwelling, as approved by the Architectural Control Committee, prior to occupancy.

7. No well for gas, water, oil or other substances, shall at any time whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises.

8. 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 Declarant being first obtained in writing. The right is reserved by Declarant to erect a small structure or signs on any unsold lots or plots.
9. No animals, horses, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that Declarant 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 Riverwalk.

10. 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 any other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.

11. No boat, boat trailer, house trailer, motor home, or truck of any commercial 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.

12. All rubbish and debris, combustible and non-combustible, and all garbage shall be 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 Declarant.

13. 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.

14. No dwelling erected in said Riverwalk 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 Declarant.

15. 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 or driveways, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, other than a small vegetable garden, nor grains or flowers of the ordinary field or wild 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.

ARTICLE III
APPROVAL OF PLANS

1. Declarant, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures, buildings, improvements (including, but not limited to: fences, swimming pools, walls, landscaping, automobile driveways) 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. Declarant 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, out buildings, satellite dishes in excess of 15" in diameter, or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Declarant 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 white vinyl fences are hereby granted prior approval by Declarant provided such white vinyl fences are not over six (6) feet in height and are not placed nearer than the front set-back line of the house. However, the erection of “chain link” fences is specifically and permanently prohibited in Riverwalk.

3. Declarant reserves the sole and exclusive right to establish grades and slopes of the plot 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 Riverwalk. The building elevations set on the site grading plan shall be strictly adhered to. A request for modification can only be approved by Declarant 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 approved by Declarant 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

1. The Declarant 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, under, or above the lots in said Riverwalk. Declarant also reserves to itself, the right to go upon or permit any public utility company to go upon the plots in said Riverwalk 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 as "utility easement", "sewer easement", or words of similar import said recorded Plat of Riverwalk. 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 Riverwalk shall have the right to reserve or grant any easement or right-of-way upon or over any of the lots in said Riverwalk without the written consent of Declarant.

ARTICLE V
RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Declarant 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 of 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 Declarant shall be assignable and shall inure to the benefit of the successors and assigns of Declarant.
ARTICLE VI
PROPERTY OWNER'S ASSOCIATION

1. At any time after the sale of 90% or more of the lots in Riverwalk, Declarant may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Riverwalk Property Owner's Association", or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Declarant 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.

2. The Property Owner's Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable to 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. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the entrance and boulevard lands contained in Riverwalk and/or for the other maintenance providing general benefit for the subdivision.

3. Upon the sale of all lots in this subdivision, Declarant will by an instrument in writing in the nature of an assignment, vest the Property Owner's Association with all the rights, privileges and power herein retained by the Declarant which said agreement shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE VII
DURATION OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Riverwalk 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 Riverwalk regardless of how or in what manner said interest is acquired.

2. A violation of any of the rules and regulations adopted by Declarant shall be deemed a violation of this Declaration and may be enjoined as herein provided.

3. Declarant reserves the right to transfer its rights, duties and said obligations hereunder at any time and at its sole discretion.

ARTICLE VIII
NOTICE

1. Notice is hereby given to each owner of Lot number one (1) through fourteen (14), both inclusive, in Riverwalk ("Lots"), that said Lots are located in the immediate vicinity of existing and planned future industrial, manufacturing and mining operations and may be affected, from time-to-time, by such operations. Ownership of Lots shall not confer on owners any rights for damages (including, but not limited to, rights to legal redress sounding in nuisance or trespass) against Dawn Development Co., L.L.C. or any existing or future industrial, manufacturing or mining operator located on neighboring real property, their successors and assigns, by reason of damage to land, buildings, improvements or other structures on Lots, arising from the operation of such neighboring businesses, or the effects of any of their natural by-products or emissions, including but not limited to, ground vibrations, noise, odor or dust generation, unless such damage was the sole and direct result of violations of standards or limits prescribed by the federal or state government.
This notice is of the nature of a covenant which runs with the Lots, the benefit of which is intended for Dawn Development Co., L.L.C. or the owners of the neighboring real property used for industrial, manufacturing or mining purposes, as well as their successors and assigns.

IN WITNESS WHEREOF, Dawn Development Co., L.L.C., has caused this Declaration to be signed by its Members.

WITNESS:

Dawn Development Co., L.L.C.

By Lawrence L. Kaufman, Jr., Member

By Dawn B. Kaufman
Dawn B. Kaufman, Member

STATE OF OHIO  
COUNTY OF LUCAS

On this 19 day of September, 2001, before me, a Notary Public in and for said County and State, appeared Lawrence L. Kaufman, Jr. and Dawn B. Kaufman, Members of Dawn Development Co., L.L.C., who acknowledged that they did sign the foregoing instrument as such Members on behalf of the L.L.C. and that same is their free act and deed as such Members.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Maumee, Ohio, this 19 day of September, 2001.

Notary Public
NANCY E. CANOSKY
Notary Public - State of Ohio
My Commission Expires Jan. 25, 2005

This instrument prepared by:
John A. Naayers
Farrar, Naayers & Wilkinson, Ltd.
1603 Indian Wood Circle, Suite 200
Maumee, Ohio 43537

RECEIVED & RECORDED
SEP 20 2001 2:10 pm
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RECORER, LUCAS COUNTY, OHIO

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