SALISBURY LANDINGS SUBDIVISION

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DECLARATION OF RESTRICTIONS
FOR
SALISBURY LANDINGS SUBDIVISION
IN
MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by Mark Rich Realty, Inc., hereinafter called “Developer,” on the day and year hereinafter set forth.

WHEREAS, Developer is the owner of all lots as shown on the recorded plat of Salisbury Landings, a subdivision in Monclova Township, Lucas County, Ohio recorded in Volume 141, pages 29 through 31, Lucas County, Ohio record of Plats (“Salisbury Landings”), Lots 1 through 45, and Lot A, inclusive, and legally described on Exhibit “A” attached hereto; and

WHEREAS, Developer desires to establish a general plan for the development of Salisbury Landings and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in Salisbury Landings, and which will make said lots more attractive for residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes.
NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns, hereby declares, covenants and stipulates that all lots as described above and shown on the recorded Plat of Salisbury Landings, a Subdivision in Monclova Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, covenants and conditions.

ARTICLE I
Residential Lots

1. Use of Land. No lot shall be used except for residential purposes, except Lot A which shall be designated a common area. Except as hereinabove set forth, no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, with attached private garage of not more than a three (3) car capacity, which shall be made an integral part of the residence dwelling. Other than as set forth herein, no owner of any lot in Salisbury Landings shall use a lot for any purpose not presently permitted by the zoning regulations of Monclova Township, Lucas County, Ohio, without the prior written approval of the Developer or the Architectural Control Committee, should the Developer assign its rights of approval to the Architectural Control Committee as set forth below.

2. Dwelling Size. Each residence constructed on Lots 1 through 9 and 37 through 45 shall contain at least the following number of square feet: ranch style residence, not less than 2,000 square feet; one and one-half story residence, not less than 2,200 square feet; and two-story residence, not less than 2,400 square feet. Each residence constructed on Lots 10 through 36 shall contain at least the following number of square feet: ranch style residence, not less than 1,800 square feet; one and one-half story residence, not less than 2,000 square feet; and two-story residence, not less than 2,200 square feet.
3. **Building Location:**
   (a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.
   (b) No building or structure shall be located on any interior lot nearer than thirty-eight (38) feet to the rear lot line.

4. **Easements:**
   (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of Salisbury Landings and over the rear thirty-eight (38) feet of each lot. No structure, plants, or other material that may damage or interfere with the installation and maintenance of utilities or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
   (b) Developer 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 utilities facilities, together with the necessary or proper incidentals and appurtenances in, through, under and/or upon any reserved easements, and all highways, now existing or hereafter established, upon which any portion of Salisbury Landings may now or hereafter front or abut.

**ARTICLE II**

**General Restrictions**

1. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing
activity shall be carried on upon any part of Salisbury Landings nor shall anything be done thereon which may be or become an annoyance or nuisance in Salisbury Landings.

2. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article III hereof.

3. No trailer, out building, tent, shack, shed, storage area, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in Salisbury Landings. No dwelling erected in Salisbury Landings shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved theretofore as provided under Article III below.

4. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be housed within a garage building, or such other location approved, in writing by the Developer, or its successors and assigns.

5. No lot shall be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or materials, except that during the period the 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. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from any lot without the written approval of the Developer, or his successors and assigns.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial use. Putrefy and other vicious animals are strictly prohibited. Owner shall strictly comply with applicable health laws. No animals shall be kept outside of a residence unless someone is present within close vicinity of that animal.
7. 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.
In no event shall any rubbish, debris, or containers be visible from any street. Additional
regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may
from time to time be established by the Developer, or its successors and assigns.

8. The Developer shall have the right to place signs advertising Salisbury Landings
within Salisbury Landings, so long as such signs are not in violation of applicable zoning codes.
Otherwise no signs of any character other than signs of not more than ten (10) square feet
advertising the sale of the lot on which such sign is located shall be erected, placed, posted or
otherwise displayed on or about any lot without the written permission of the Developer, or his
successors and assigns. In any event, the Developer, or his successors and assigns, shall have the
right, and discretion to prohibit, restrict and control the size, construction, material, wording,
location and height of all such signs.

9. All electric service shall be underground, other than no structures existing on the
date hereof, which may remain above ground.

10. No structure or any part thereof, other than a fence, hedge, wall or other enclosure
which shall first have been approved as provided under Article III hereof, shall be erected, placed
or maintained on any lots nearer to the front or street line or lines the building setback line or lines
shown on the recorded Plat of Salisbury Landings. No structure shall be erected, placed or
maintained on any single family lot nearer to any side lot line or rear lot line than shall be required
by the appropriate regulations of the Township of Muncy.

11. No portion of any lot nearer to any street than the building setback line or lines
shown upon the recorded Plat of Salisbury Landings shall be used for any purpose other than that
of a lawn, provided, however, this covenant shall not be construed to prevent the use of such
portion of any lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants,
statuary, fountains, hedge, wall or other enclosure which shall first have been approved as
provided under Article III hereof for the purpose of beautifying said lot, but same shall be
constructed to prohibit the planting or maintaining of vegetables and grains thereon. Fences, hedges and other enclosures are expressly prohibited nearer than the front building line on any lot in Salisbury Landings.

12. No trash burners, outdoor fireplace or other device expelling gas or smoke shall be allowed.

13. No tree which has a greater circumference than eighteen (18) inches at a point two (2) feet above the ground level shall be cut or removed from any lot without the approval of Developer or the Architectural Control Committee, in the event Developer has assigned his rights to the Architectural Control Committee.

14. Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction and/or sales office(s) and model home(s) on one or more lots in Salisbury Landings.

15. All residences shall be constructed and located on the lots in Salisbury Landings in accordance with the zoning ordinances and regulations and Subdivision Rules of Monelowa Township, Lucas County, Ohio.

16. All dwellings shall be equipped with a standard Salisbury Landings mailbox (so called) approved by The United States Postal Service and the Architectural Control Committee, and shall be painted white. The location and/or placement of said mailbox structures shall be subject to the approval of the Architectural Control Committee, in the event Developer has assigned its rights to it.

17. No clothesline shall be allowed on any lot.

ARTICLE III
Architectural Control

1. Developer, his successors and assigns, shall act as the Architectural Control Committee to which all items described below shall be submitted for examination and approval.
prior to commencement of the construction of improvements on any lot in Salisbury Landings. The Developer hereby expressly reserves to himself, and to his successors and assigns, the right and privilege of assigning or relinquishing his said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as he may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by his successors and assigns, is filed for record with the Lucas County, Ohio Recorder.

In the event the Developer should assign his right and privilege to act as such Architectural Control Committee, the Architectural Control Committee shall consist of three (3) individuals, who shall serve until their resignation or death. Upon the death or resignation of a member of said Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the death or resignation of a member. Should the remaining members fail to make such appointment within six (6) months after they are authorized to make such appointment, such appointment shall be made by a majority vote of the owners of lots in Salisbury Landings.

2. No structure or other improvement including, but not limited to, homes, garages, basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges or other enclosures shall be erected, improved, changed, or altered on any lot or area in the subdivision until detailed plans and specifications therefor have been approved in writing by the Architectural Control Committee. Any change or deviation from the original exterior painting, or design plan as submitted for approval pursuant to Article III hereof shall require the prior written approval of the Architectural Control Committee.

3. Such detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot or area and the finished grade elevation thereof and must be prepared by a competent architect or draftsman.
4. Such plans and specifications shall be furnished to the Committee in sufficient numbers so that the Committee can retain a true copy thereof for its records.

5. The purpose of requiring detailed plans and specifications as herein set forth is to develop Salisbury Landings as an architecturally harmonious artistic and desirable residential subdivision.

6. In approving or withholding approval of any detailed plans and specifications submitted to it, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the subdivision as a whole. Any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

7. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee as hereinbefore provided, there shall be no variance from the approved plans and specifications in the actual construction or location of the improved improvements, without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

8. No structures or any part thereof shall be erected or maintained over any part of the areas designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the subdivision. The term “structures” for this purpose shall include houses, garages, other buildings, swimming pools and similar structures, but shall not include driveways, walkways, fences and similar improvements. All fences shall be “split rail” in nature with 1” x 2” wire mesh, if wire mesh is used, and shall not exceed four feet (4’) in height. Basketball backboards are permissible, but they must be “free-standing” and may not face the street at the front of the residence. No vegetable gardens are permitted.
9. The maximum height of all new residential dwellings erected within the subdivision shall be two and one-half (2\1/2) stories or thirty-five (35) feet. Only brick or masonry foundations are permitted. The front of each residence shall be constructed of natural materials.

10. The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Salisbury Lands.

11. No detached shed, garage, barn or any type of detached structure or outbuilding whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises.

12. The locations of any and all driveways shall be approved by Developer, in writing at the time of the approval of the plans and specifications for the dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as determined by Developer, or the Architectural Control Committee at any time the Developer has assigned his rights and duties to it. Driveways must be constructed of concrete or asphalt; however, all approaches between the sidewalk and the curb, if any, must be constructed of concrete.

13. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon the Premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches. All inground pools must be approved by the Architectural Control Committee. No radio receiving equipment shall be installed or maintained and no antennas or satellite dishes are permitted, except a television satellite dish less than eighteen inches (18") in diameter.

14. It shall be a requirement that sidewalks, as approved by Monelwa Township, be installed and constructed as a 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 the 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 of the cost for contracting, supervision and other related costs of Developer.

15. It shall be a requirement that four (4) trees, as approved by Developer, be installed and planted on each lot. Each lot owner shall be required to plant such trees 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 such trees to be planted at the sole cost and expense of the lot owner, and the expense shall include construction costs plus fifteen (15) percent of the costs for contracting, supervision and other related costs of Developer. The trunks of these trees will have a diameter of at least one and one-half (1 1/2") inches, with the measurement taken at twelve (12") inches up from base of the tree, and the roots shall be balled and burlapped. The trees shall be located subject to Developer's approval, but in any event, the tree plan attached hereto as Exhibit B shall be followed.

16. Developer, and its successors and assigns, reserves and hereby grants 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 violation 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 exists thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer 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 therefore or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any time and all times have the right to enforce the same.
ARTICLE IV

Property Owners' Association

1. At any time after the sale of one hundred percent (100%) of the lots in Salisbury Landings, the majority of the owners of the lots in Salisbury Landings shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Salisbury Landings Property Owners' 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 shall be entitled to one vote per lot owned on each matter submitted to a vote of members; 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. In the event that the majority of lot owners in Salisbury Landings fail to incorporate the Association as set forth above, Developer may do so at the expense of the Association.

2. The Salisbury Landings Property Owners' Association (the "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 for the maintenance, conservation and beautification of the property, including without limitation Lot A, 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.

3. Each Owner in common with the other Owners shall have the right to use Lot A for all purposes incident to the use and occupancy of his residential lot.

4. At such time as the above described Owners' Association is formed, Developer shall convey Lot A to the Association.
ARTICLE \(\text{V}\)

Assessments

1. For the calendar year 1998 and thereafter each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Developer, or if formed, the Association for the maintenance of lawns, shrubs, and signs in the common areas within Salisbury Landings. For the year 1998 and thereafter until revised, the amount assessed shall be $50.00 for each residential lot.

2. Such annual assessment shall be payable yearly on or before the first day of April during the calendar year for which the assessment is levied.

3. Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable.

4. A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

5. Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the Developer or the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio.

6. The Association's Lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid Notice of Lien.

7. The sale or transfer of any residential lot pursuant to judicial foreclosure proceedings on a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable, or from the lien thereof.
ARTICLE VI
Duration of Restrictions, Amendments

1. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January, 2017, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

2. These covenants and restrictions may be amended prior to January 1, 2017, with the written approval of the Developer and, upon the sale of fifty percent (50%) of the lots in Salisbury Landings, of the then owners of not less than two-thirds (2/3) of the lots sold, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by the Developer and, if required, all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2017, or may be amended or terminated thereafter with the written approval of the owners of not less than two-thirds (2/3) of the lots in Salisbury Landings upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE VII
Enforcement of Restrictions, Other Matters

1. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee or any person or persons owning any lot in Salisbury Landings may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.
2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in Salisbury Landings shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All transfers and conveyances of each and every lot in Salisbury Landings shall be made subject to these covenants and restrictions.

4. Any notice required to be sent to any owner of a lot in Salisbury Landings or to the Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

5. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, the Developer shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.

6. Developer shall have the right to construe and interpret these restrictions and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

7. No owner of any lot in Salisbury Landings shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors and assigns.

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.
IN WITNESS WHEREOF, Mark Rich Realty, Inc., the Developer hereon, has executed this Declaration of Restrictions on this \( \frac{29}{3} \) day of \( \frac{5}{1} \), 1998.

Witnesses:

\[ \text{Patricia G. Lyden} \]
\[ \text{Ann M. Bella} \]

By \[ \text{Mark E. Rich, President} \]

STATE OF OHIO

COUNTY OF \\

The foregoing instrument was acknowledged before me this \( \frac{29}{3} \) day of \( \frac{5}{1} \), 1998, by Mark E. Rich, as President of Mark Rich Realty, Inc., an Ohio corporation, on behalf of the corporation.

\[ \text{Notary Public - State of Ohio} \]
\[ \text{Ann M. Bella - Notary Public} \]
\[ \text{State of Ohio} \]
\[ \text{My commission expires Jan. 20, 2002} \]

\[ \text{Latin, Patricia Lyden} \]
\[ \text{Latin, Patricia Lyden} \]

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Exhibit A

Lots 1 through 45, and Lot A inclusive in Salisbury Landings, a Subdivision in Monclova Township, Lucas County, Ohio, recorded in Volume 141 of Plats, pages 29 through 31.