SAWMILL RUN
PLAT 4

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DECLARATION OF RESTRICTIONS AS TO LAND
LOCATED IN SAWMILL RUN PLAT FOUR

WHEREAS, Reynolds Construction Company and JON
Development Co., Inc. (both of which are Ohio corporations),
hereinafter referred to as the owners, hold title in fee simple
to the following described parcels of land situated in
Springfield Township, Lucas County, Ohio, to wit:

Lots Numbers One Thirty Two (132) through One Hundred
Sixty Seven (167) both inclusive, in Sawmill Run Plat
Four, a Subdivision in Springfield Township, Lucas
County, Ohio,

and said parcels will hereafter be referred to as Sawmill Run
Plat Four;

WHEREAS, Reynolds Construction Company and JON
Development Co., Inc., the owners, desire to establish restric-
tions upon the manner of use, improvement, and enjoyment of the
above described lots in Sawmill Run Plat Four;

WHEREAS, all lot owners in Sawmill Run Plat Four join
in said restrictions by consent thereto;

WHEREAS, Sawmill Run Plat Four is a subdivision in
Springfield Township, Lucas County, Ohio, which has been
subdivided and laid out into lots with certain streets and ways
dedicated to public use in accordance with the original plat
thereof, which plat is recorded in Lucas County Recorder’s
Number ______;

WHEREAS, it is necessary to impose reasonable
restrictions upon the manner of use, improvements, and
enjoyments of said land by all of the owners thereof, their
vendees, grantees, devisees, tenants or occupants together with
all persons who shall hereafter become purchasers, owners,
tenants or occupants of any lot, lots or part thereof located
and situated in Sawmill Run Plat Four in order to perpetuate
said subdivision as an architecturally harmonious, artistic and
desirable residential district, and to continue to maintain and
perpetuate the general plan as originally made effective upon
the platting of said subdivision.

NOW THEREFORE, in consideration of the premises, and
in consideration of the enhancement in value thereof, and to
afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Sawmill Run Plat Four as an architecturally harmonious, artistic and desirable residential district, Reynolds Construction Company and JCN Development Co., Inc. for themselves, their successors and assigns, hereby declare and stipulate that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in Sawmill Run Plat Four hereafter be conveyed by them, their successors and assigns, subject to these restrictions.

1. These covenants and restrictions are to run with the land and shall be binding on Reynolds Construction Company and JCN Development Co., Inc., their successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of the majority of the frontage of the lots covered by these restrictions shall agree in writing to amend these restrictions in whole or in part.

2. All lots, subdivision of lots, and portions of Sawmill Run Plat Four (except Lot 103 which is designated a private park and except the buffer Lot A) shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private detached or attached garage for not more than three cars for the sole use of the occupier of said premises. Location and design of any detached garage must be approved by the Property Committee, hereinafter appointed and referred to. Not more than one residence shall be built upon any lot.
3. No noxious or offensive trade or activity shall be carried on in Sawmill Run Plat Four nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers (unless said travel or camp trailers are stored within structures) or house trailers, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land and house sale office by the developers and those in privity with them) or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. The type of residential structure which shall be permitted shall be the conventional two story house, the story and a half house, the one-floor "ranch type" house and the tri-level house (oftentimes called split level). The ground floor foundation area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall be not less than nine hundred thirty-six (936) square feet of foundation area for a story and a half and the tri-level house; not less than eight hundred (800) square feet of foundation area for a two story house exclusive of garage; not less than twelve
hundred (1200) square feet of foundation area for a ranch type home exclusive of attached garage.

The exterior construction of any and all buildings shall be aluminum, brick veneer, stone, wood, or if another material it must be of a quality and make approved by the Property Committee.

6. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

7. No so-called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of nine (9) feet in width.

8. No fence shall be erected or maintained closer to the street than the rear of the house, and shall not be erected or maintained until approved by the Property Committee.

9. No outside electrical or other operating unit which emits sound or is otherwise noxious may be placed either in the side yard or nearer to the side lot line than the distance from the nearest main side wall adjacent to said lot line (excepting alarm systems which only emit sound during an emergency). All outside electrical or other operating units must not be farther than three feet from the rear wall of each main dwelling structure, except that in an emergency or under special conditions or circumstances, the Committee, in its sole discretion may determine and permit said units to be placed in other locations, but such determination and permission must be obtained in writing prior to constructing or locating any such unit.

10. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until two (2) sets of the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in
writing by a Property Committee consisting of Charles J. Reynolds, Jon F. Strole and Richard Arnos. One signature only is required.

One (1) set of writings submitted to the Committee may be retained by it. The above committee members shall serve until another committee is elected or appointed as hereinafter provided. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the committee may take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading and the location of the buildings, fences, hedges, walls, walks or other structures, gradings or plantings conform and are harmonious with the existing buildings in said Plat and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within sixty (60) days after the same have been submitted to it, then such approval will not be required, provided, however, the design of the structure, size, construction and its location on the building site conform to and are in harmony with existing buildings in Sawmill Run Plat Four and the restrictions contained herein. The members of the Committee shall not be entitled to any compensation.

The Committee may select successors to itself by such means as it may determine and may reduce the fact of appointment of such successors to itself and record the same in the same general form and requirements for execution and acknowledgement as has been followed in these restrictions. If the Committee fails to appoint successors to itself, then the survivor or survivors of them may select successor or successors. A Committee of no more than three persons shall be maintained by the Committee as far as possible.
11. Perpetual easements are reserved to the undersigned, their successors and assigns across space designated on the recorded Plat as easements, rights-of-way for drainage and utility installments, removal, repairs and maintenance, together with the free rights of entry for purposes of maintaining grade and drainage and other lawful and proper purposes. The said Reynolds Construction Company and JON Development Co., Inc., their successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

12. If any lot owner or tenant thereof, or any occupant of any lot in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

13. When all lots have been sold by the present owners, the Committee may select successors to itself by such means as it may determine and may reduce the fact of such successors to itself and record the same in the same general form and requirements for execution and acknowledgment as has been followed in these restrictions. If the Committee fails to select successors to itself, then the survivor or survivors of said Committee may appoint a successor or successors. A Committee of no more than three persons shall be maintained by the Committee as far as possible.

14. No permanent or semi-permanent recreation facility (expressly including basketball courts, patios and backboards) addition, outbuilding or fence may be erected, constructed or maintained without express written approval by the
Committee. Violation of this restriction shall allow the Committee to come on the premises and dismantle such structure.

15. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Reynolds Construction Company and JON Development Co., Inc., their successors, legal representatives, and assigns, and any other lot owners, their heirs, legal representatives, and assigns, having lots or building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

16. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

17. Buffer Lot A is created for the express purpose of prohibiting ingress and egress from the abutting land and is dedicated on the condition that the abutting right of way dedication is extended or widened beyond said buffer lot.

18. Owners have established easements as shown on plat and designated as "Drainage Easements" or "Utility Easements" for the purpose of permitting the construction, installation, relocation and maintenance of public or quasipublic utility facilities thereon. Maintenance shall include the right to remove any branches or other growth or obstructions that might interfere with the construction, maintenance or safe operation of utility lines or drainage facilities.

19. In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots Numbers One Hundred Thirty-two (132) through One Hundred Sixty-seven (167) both inclusive, in Sawmill Run Plat Four, a subdivision in Springfield Township, Lucas County, Ohio

Reynolds Construction Company and JON Development Co., Inc. as owners, hereby declare and establish the foregoing restrictions
and covenant and execute the same at Toledo, Ohio this 22nd
day of July _________, 1985.

Witnesses:

[Signatures]

REYNOLDS CONSTRUCTION COMPANY

By [Signature]
Charles J. Reynolds, President

By [Signature]
Jon F. Strole, Vice-President

JON DEVELOPMENT CO., INC.

By [Signature]
Richard D. Arnos, President

By [Signature]
Kathy Cottrell, Secretary

State of Ohio )

County of Lucas) ss

On this 22nd day of July, 1985, before me personally appeared Reynolds Construction Company, by its President, Charles J. Reynolds, and by its Vice-President, Jon F. Strole; and acknowledged the signing of these restrictions to be their free act and deed for the purposes mentioned herein.

Witness my hand and seal the day and year above written.

[Signature]
Notary

State of Ohio )

County of Lucas) ss

On this 22nd day of July, 1985, before me personally appeared JON Development Co., Inc., by its President, Richard D. Arnos, and by its Secretary, Kathy Cottrell; and acknowledged the signing of these restrictions to be their free act and deed for the purposes mentioned herein.

Witness my hand and seal the day and year above written.

[Signature]
Notary

PAMELA A. FRITZ
Notary Public, State of Ohio
My Commission Expires May 15, 1990