SHADOW VALLEY ESTATES PLAT 3

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ADOPTION OF SHADOW VALLEY ESTATES, PLAT III
and
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by PEOPLE'S SERVICE COMPANY, INC., an Ohio Corporation, this 1st day of February, 1977.

WITNESSETH THAT:

WHEREAS, People's Service Company, Inc. is the owner of the following described real estate, situated in the Township of Springfield, Lucas County, Ohio, viz:

Lots number 93 - 104 of Plat III, Shadow Valley Estates, according to recorded plat thereof.

and

WHEREAS, People's Service Company, Inc. desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of said Plat III of Shadow Valley Estates, which is for commercial office park use or other uses permitted by C-2 Zoning and further approved by People's Service Company, Inc. or its successors or assigns, certain easements and rights in, over and to Shadow Valley Estates and certain restrictions with respect to the use thereof:

NOW THEREFORE, People's Service Company, Inc., as the Owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No building, fence, wall, sign, hedge, parking lot or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall be submitted to People's Service Company, Inc., its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. No alterations or additions shall be made location, height, shape, material, color scheme or exterior design of any building, fence, wall, sign, hedge, parking lot or other structure erected, permitted or maintained upon any building site after once established, unless written
approval of such addition or alteration shall first have been obtained from People's Service Company, Inc., its successors or assigns.

Section 3. A landscaping plan shall be submitted for approval, in writing, prior to start of construction. Said landscaping shall have been installed and completed within six months from date of occupancy of the building built thereon.

Section 4. People's Service Company, Inc. reserves the exclusive right to grant consent for the construction, operation and maintenance of electric and telephone lines and/or conduits, and for water, gas, sewer 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 highways, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

Section 5. People's Service Company, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Shadow Valley Estates, designated as utility rights-of-way for the construction, operation and maintenance of electric lights, telephone 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 Shadow Valley Estates, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 6. No pole, lamp post, antenna tower, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric lights or any other purpose, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of said buildings or structures, unless written approval shall first have been obtained from People's Service Company, Inc., its successors or assigns.
Section 7. No advertising sign, whether fixed to window, structure, or site, billboard or other advertising device whether for the purpose of advertising goods, services or entertainment, or advertising the sale of said premises or otherwise shall be erected, placed, displayed or suffered to remain upon said premises without the approval and consent of People’s Service Company, Inc. having been obtained and granted, in writing. People’s Service Company, Inc. reserves the right to place signs on any unsold lots.

Section 8. People’s Service Company, Inc. reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 9. 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 small structures as approved by People’s Service Company, Inc. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by People’s Service Company, Inc., its successors or assigns.

ARTICLE TWO

Section 1. At any time after the sale of all commercial lots in Shadow Valley Estates, People’s Service Company, Inc., may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Shadow Valley Estates Commercial 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, including People’s Service Company, Inc., 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 the owners of 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 occasional or annual assessment of each member for any necessary upkeep or maintenance in Shadow Valley Estates, Plat III, providing general benefit for the subdivision.

ARTICLE THREE
Section 1. Each Grantee of People's Service Company, Inc., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of People's Service Company, Inc., created or reserved by this Declaration or by plat or 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 as 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 conditions, or the breach of any covenant or provision herein contained shall give People's Service Company Inc., or their successors or assigns, 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 People's Service Company, Inc. shall not thereby be deemed guilty of any manner of trespass, or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by People's Service Company Inc., its successors or assigns.
Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described and none of said restrictions, covenants, security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Shadow Valley Estates 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 Shadow Valley Estates, regardless of how or in what manner said interest is acquired.

Section 4. 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 5. The invalidity of any restriction hereby imposed or of any provision hereof or 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 6. A violation of any of the rules and regulations adopted by People's Service Company, Inc. shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. People's Service Company, Inc. reserves the right to transfer its rights, duties and obligations hereunder at any time and its sole discretion.
Section 8. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by People's Service Company, Inc., any such approval designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of People's Service Company, Inc. approved by the written powers of attorney of People's Service Company, Inc. as then recorded in the records of Lucas County, Ohio, shall be sufficient.

IN WITNESS WHEREOF, People's Service Company, Inc. has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

Two Witnesses. People's Service Company, Inc.

By: E. O. Knowles, President

By: Henry W. Goranson, Secretary

Acknowledged February 1st, 1977 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record February 1, 1977 at 2:07 P.M. in Mortgage Record 77-095809, Lucas County, Ohio Records.