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ADOPTION OF SHADOW VALLEY ESTATES, PLATS I AND II

and

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by PEOPLE'S SERVICE CO., INC., an Ohio corporation, this ___/3/TH______ day of SEPTEMBER, 1976.

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 1 - 92 of Plats I and II, Shadow Valley Estates, according to recorded plat thereof.

and

WHEREAS, People's Service Company, Inc., desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Shadow Valley Estates, certain covenants and restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Shadow Valley Estates and do impose hereby certain restrictions on such lots in said Shadow Valley Estates.

NOW THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Shadow Valley Estates as an architecturally harmonious, artistic and desirable residence district, People's Service Company, Inc., the owners, for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Shadow Valley Estates hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to wit:

ARTICLE ONE

Section 1. All lots in Shadow Valley Estates, Plats I and II, shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling. Said dwelling shall be used occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

Section 2. No dwelling, porch, veranda, attached garage, driveway, basement, swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grades, elevations, type, style or architecture, cost, use, and materials of construction thereof, the color scheme thereof, and the grading plan of the lot, which said plans and specifications shall have been first approved in writing by People's Service Company, Inc., and a true copy thereof permanently lodged with the People's Service Company, Inc.
Section 3. 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 prohibiting the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains, and similar ornaments, 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. No tree, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of People's Service Company, Inc., provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by People's Service Company, Inc., or removal ordered by any state or local governmental authority having jurisdiction thereof.

Section 4. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of People's Service Company, Inc., shall have been first obtained therefor, 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 contain. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by People's Service Company, Inc. provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision. However, the erection of "chain link" type fences is specifically and permanently prohibited in Shadow Valley Estates.

Section 5. People's Service Company, Inc., reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 6. People's Service Company, Inc., reserves the exclusive right to grant easements 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 utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter be erected or placed thereon.

Section 7. 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 side of each lot, as shown on the plat of part of Shadow Valley Estates, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines and conduits, and for 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 the replat of part of 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 8. 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.

Section 9. No well for gas, oil or other substance, 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 well for water may be installed, erected or placed upon said premises upon obtaining the written consent of the People's Service Company, Inc., or its assigns.

Section 10. No pole, lamp post, antenna tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of said dwelling without the written consent of People's Service Company, Inc., or its assigns first having been obtained.
Section 11. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained upon any part of any lot or tract. People's Service Company, Inc., reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Shadow Valley Estates. Such household pets will not be kept, bred or maintained for any commercial purpose.

Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No laundry shall be hung for drying on Sundays or other legal holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

Section 13. 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 or basement. 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.

Section 14. People's Service Company, Inc., reserves and hereby is granted 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 remove or cause to be removed, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by People's Service Company, Inc., shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, attempt or removal. A failure of People's Service Company, Inc., to enforce any of the restrictions, rights, limitations, agreements, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and People's Service Company, Inc., shall at any and all times have the right to enforce the same.

Section 15. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Shadow Valley Estates unless completely within the closed garage. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any lot in Shadow Valley Estates provided, however, that a gardenhouse, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of People's Service Company, Inc., or its assignees.

Section 16. No garage 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 unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by People's Service Company, Inc., and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the People's Service Company, Inc., and no garage except as conforms to 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 of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 17. No dwelling erected in said Shadow Valley Estates shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by the owner within 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 residential lot may be stored therein but, if not incorporated in said structure within 90 days after their delivery to such lot, shall be removed therefrom. No soil, dirt or gravel, other than incidental to construction of approved structures, shall be removed from said lots without the written approval of People's Service Company, Inc.

Section 18. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of People's Service Company, Inc.

Section 19. In all instances where plans and specifications are required to be submitted to and are approved by People's Service Company, Inc., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.
ARTICLE TWO

Section 1. At any time after the sale of fifty (50) or more lots in Shadow Valley Estates, Plats I and II, 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 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 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 (2/3ds) 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 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 private park, entrance, boulevard and cul-de-sac lands contained in Shadow Valley Estates and/or for other maintenance providing general benefit for the subdivision.

Section 3. Upon the sale of all lots in this subdivision, People's Service Company, Inc. will by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the said People's Service Company, Inc., which said assignment shall be recorded in the Office of the Recorder of Oceola County, Ohio.

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, assessments, and the jurisdiction, rights and powers of People's Service Company, Inc., created or reserved by this Declaration or by plat of deed restrictions heretofore recorded, and all covenants, conditions, restrictions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner 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 condition, or the breach of any covenant or provision herein contained shall give People's Service Company, Inc., 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) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. 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 3. 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 4. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. 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 6. People's Service Company, Inc., reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.
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.

PEOPLE'S SERVICE COMPANY, INC.

By E. O. Knowles, President

By Henry W. Goranson, Secretary

Two witnesses.

Acknowledged September 13th, 1976 by said corporation, by said officers, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 15th 1976 at 3:35 P.M., and recorded in Volume 3379 of Mortgages, page 9.