Spring View, Plat I
Lots 1 - 31

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
AS TO
SPRING VIEW, PLAT I, LOTS #1-31

A Subdivision in the City of Oregon, Lucas County, Ohio

THIS DECLARATION, made and entered into by Saga Custom Homes, Ltd., an Ohio Limited Liability Company, hereinafter referred to as "Developer", this day of July, 2005.

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of a certain parcel of land situated in the City of Oregon, Lucas County, Ohio, hereinafter referred to as "Spring View, Plat I", a Subdivision in the City of Oregon, Lucas County, Ohio.

WHEREAS, Developer has caused a plat of the above-described land to be prepared and recorded, which plat provided for:

1. Subdivision of said land known and hereinafter referred to as "Spring View, Plat I";
2. The dedication to public use of certain streets and ways therein; and
3. The preservation of certain easements therein for installation and maintenance of public utility service; and

WHEREAS, Developer desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Spring View, Plat I, certain easements and rights in, over, and to Spring View, Plat I, and certain restrictions upon the manners of use, improvement and enjoyment of the afore-mentioned lots in Spring View, Plat I, and to impose hereby certain restrictions on such lots in said Spring View, Plat I.

NOW THEREFORE, in consideration of these promises 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 purpose for which the same are designated, and to provide a uniform general plan for the improvement, development, use, occupancy, enjoyment of said Spring View, Plat I, as an architecturally
harmonious, artistic and desirable residential district, Developer, the owner, for itself, its successors and assigns, does hereby declare, covenant, and stipulate that each said lot in Spring View, Plat I, shall hereafter be sold, conveyed, or transferred by Developer, its successors and assigns, including transfers by operation of law, shall hereafter be deemed sold, conveyed or transferred, subject to the following covenants, conditions, agreements, and restrictions, to wit:

**ARTICLE ONE.**

**Section 1.** All said Lots #1-31 in Spring View, Plat I, shall be known and described as residential lots and shall be used and occupied solely for private residential purposes by a single family.

**Section 2.** Developer reserves to itself, the exclusive right to grant consents for easements and right-of-ways for all utilities.

**Section 3.** Developer shall establish an Architectural Control Committee and have the right to change members at any time. All plans for any construction must be approved by the Architectural Control Committee prior to commencing construction.

**Section 4.** Two complete sets of plans shall be given to the Architectural Control Committee for approval. One set to remain with the Developer and one signed approved set will be returned to lot owner.

**Section 5.** Building set-back lines will be according to construction plans and to agree with The City of Oregon Building Codes.

**Section 6.** No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area, excluding garage, porches and basement, less than 1,600 square feet in the event said structure is a single story, 1,800 square feet in the event is a story-and-a-half, and 2,000 square feet in the event said structure is a two story. All dwellings shall include an attached two car garage of not less than 450 square feet.

**Section 7.** The front of each dwelling must have a minimum of fifty percent (50%) brick or dryvit type stucco material. Remainder of front can be of wood or vinyl if desired. An approved true colonial plan can eliminate all brick on front.
Sides and rear of dwellings can be of vinyl or approved materials by Developer. All outside chimneys and chases may be covered by vinyl or approved materials by Developer.

All dwellings shall have overhangs of not less than twelve (12) inches, the exterior of which may be clad in vinyl or aluminum. All dwellings shall have roofs with pitches no less than six (6) inches per one (1) foot. This minimum roof pitch shall be maintained on all areas of all roofs on the home, garage and porches. All dwellings shall be completed within one year of the date building permit is issued.

Section 8. All driveways must be of concrete construction.

Section 9. Sidewalks are required as approved by The City of Oregon on each lot. Each lot owner, at his or her own expense, 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.

Section 10. The first mailbox will be furnished by Developer to lot owner at no cost. Mailbox may be painted by lot owner to match colors used on residence. Replacement mailbox is the responsibility of lot owner and must match the specifications of the original mailbox.

Section 11. That portion of each lot lying between sidewalk and street curb will be used for lawn purposes only, except that it will be required by Developer to use this space for the planting of one (1) or two (2) Bradford Pear trees, minimum 2" diameter according to master plan. It shall be homeowner’s responsibility to plant said trees within six months of completion of home construction.

Section 12. No fence shall be erected or maintained in the portion of each lot lying between the building setback line and the street or streets. A lot owner may erect and maintain a fence commencing at the rear of the dwelling and extending to and across the back lot line. No chain link or wire fence shall be permitted. Any fence shall be constructed of quality materials approved by the architectural control committee, and shall not exceed six feet in height.

Section 13. No above-ground pools shall be erected, placed or suffered to remain upon any lot, except that children's wading pools having a total water surface of less than 75 square feet and a depth of less than 24 inches shall be permitted so long
as such wading pool is not visible from the street which runs in front of the residence at which said wading pool is located. In-ground swimming pools may be erected, placed or suffered to remain on a lot only with the approval of the Architectural Control Committee as to size, location and landscaping. Pool house must compliment the home design and be approved by the Committee.

Section 14. The erection of outbuildings will be allowed (one per lot), not to exceed 120 square feet. Buildings to be made of wood only and compliment home design. No outbuilding will be allowed if lot already has a pool house.

Section 15. No television antenna tower, satellite dish exceeding 24" or advertising sign except for the purpose of advertising the sale of said premises shall be allowed on any lot. No satellite dish shall be visible from the front of house.

Section 16. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer and/or the Association, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Developer and/or the Association. Pit Bulls and other vicious animals are strictly prohibited in Spring View, Plat 1. No dog kennel shall be kept upon or maintained on any part of any lot.

Section 17. All clothes poles (folding type only) shall be exposed only in rear of residence.

Section 18. No boat, boat trailer, house trailer, motor home, recreational vehicle, motor coach, motorcycle, or truck (except pickup trucks or vans not exceeding one (1) ton), shall be parked, stored or suffered to remain within Spring View, Plat 1, whether on a lot or in a street, unless parked or stored within a garage out of view.

Section 19. No lot shall be used for storage of automobiles, trailers, scrap, scrap iron, or wood, except during construction of dwelling.

Section 20. No tanks storing propane gas or other fuel oil used for heating a dwelling, shall be permitted on any lot. Any accumulation of firewood shall be stored out of view from the street or streets. All rubbish, debris and garbage shall be stored in
enclosed containers. The enclosed containers shall remain out of view from the streets except for the time scheduled for the removal of rubbish, debris and garbage.

Section 21. Children's play equipment should be picked up in orderly fashion as to not downgrade Spring View, Plat I. Basketball hoops can be placed upon a dwelling lot and can be freestanding or portable but in no way attached to dwelling or garage.

Section 22. Each grantee of Developer, by acceptance of the deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and power of Developer, 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 every restriction or condition or the breach of any covenant or provision herein contained shall give Developer, its successors and assigns, the right:

A. To enter upon the land 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 or thing, or condition that may exist thereon contrary to the intent and meaning of the provision hereof, and Developer 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 Developer, its successors and assigns. Costs, legal or otherwise, incurred by the Developer in enforcing these restrictions shall be borne by the lot owner against whom enforcement is sought.

Section 23. All restrictions, covenants and 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 mortgage now or hereafter executed, or encumbering any of the real property herein described, and none of said restrictions,
covenants, conditions, agreements or other provisions shall supersede or in any way reduce 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 of any mortgage, or under the provisions of any deed or trust in the nature of a 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 the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 24. None of the restrictions proposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.

Section 25. The validity of any restrictions hereby imposed or of any provisions hereof, or of any part of such restrictions or provisions, shall not impair or affect in any manner the validity, enforceability or affect the rest of this Declaration.

Section 26. Developer hereby establishes the Spring View, Plat I Association which shall consist of all of the owners of real estate located within Spring View, Plat I. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title to a lot is in more than one (1) person’s name, such co-owners acting jointly shall be entitled to but one (1) vote.

The Association by vote of two thirds (2/3) of its’ members, may adopt such reasonable rules and regulations is it may deem advisable, for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety and general welfare of the residents of said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 27. The officers of the Association shall be elected as provided in the by-laws of the Association, shall exercise the power, discharge the duties and be vested with the rights conferred by the by-laws and this Declaration upon the Association, except as otherwise specifically provided. Officers of the Spring View, Plat I Association may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The by-laws shall confer upon the President of the Association, or such
other offices as they may direct, the specific duty of acting as liaison between the Association and local governmental officials for the purposes of coordinating their efforts in enforcing the restrictive provisions of this Declaration which are of mutual interest.

The by-laws of the Association shall provide for an annual meeting of the Owners' Association on a date specified therein. Special meetings of the Association may be called by owners representing one-third (1/3) of the votes of the Association by giving notice of such meeting through publication in a newspaper of general publication in the area at least three (3) weeks prior to the date of said meeting at a place located within the Spring View, Plat I Subdivision; a meeting may be called by the President of Spring View, Plat I Association by the giving of notice in a newspaper of general circulation as provided above.

The rules, regulation or by-laws adopted by the Spring View, Plat I Association may be amended at any time by owners representing two-thirds (2/3) of the votes of the Association, at a meeting of the Association called for that purpose.

Section 28. Any owner who leases his lots or the improvements constructed thereon shall be required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of the Declaration of Restrictions, the Association's Articles of Incorporation and by-laws, if any, and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days; provided, however, that the minimum initial term of any such lease shall be six (6) months.

Violation of any of the rules and regulations adopted by owner or by the Association formed pursuant to these restrictions shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 29. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its heirs and assigns. Said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.
Section 30. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under and through the Developer until the 1st day of June, 2005, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended to June 1, 2005, with written approval of not less than two-thirds (2/3) of the eligible voters as set forth in Section 22 of this Declaration of Restrictions for the lots in Spring View, Plat I, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment was signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of June 1, 2005, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Spring Forest, Plat I, upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, Saga Custom Homes, Ltd., an Ohio Limited Liability Company, by Gary A. Breier and Sally A. Breier, being all of the partners, have hereunto set their hands this ___ day of July, 2005.

Signed and acknowledged the presence of:

SAGA CUSTOM HOMES, LTD., AN OHIO LIMITED LIABILITY COMPANY

______________________________
Gary A. Breier, General Partner

______________________________
Sally A. Breier, General Partner

STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this ___ day of July, 2005, by Gary A. Breier and Sally A. Breier, being all of the
General Partners of Saga Custom Homes, Ltd., an Ohio Limited Liability Company, that they are duly authorized in the premises, and they acknowledge they did sign the foregoing instrument and the same is their free act and deed as such General Partners.

[Signature]
Notary Public - State of Ohio

This Instrument Prepared By:
Gary A. Breier
Attorney at Law
Breier & Winckowski, Ltd.
2741 Navarre Ave.
Suite 402
Oregon, OH 43616