ST. CATHERINE VILLAGE

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

WHEREAS, Louisville Title Agency for N.W. Ohio, Inc., Trustee (hereinafter referred to as "Trustee") is the owner in fee simple of the following described real estate

Lot numbers 1 through 20, both inclusive, in St. Catherine Village Subdivision in Springfield Township, Lucas County, Ohio ("Plat").

WHEREAS, Trustee holds title for the benefit of James C. Moses Builders as beneficial owner and Developer for said premises (hereinafter referred to as "Developer").

WHEREAS, Trustees and Developer have determined to establish restrictions upon the manner of use, improvement and enjoyment of the lots described above, which will make said lots more attractive for residential purposes to the benefit of the owners.

NOW, THEREFORE, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become owner of any interest in the premises, Trustee and Developer, for themselves and their respective successors and assigns, hereby declare, covenant and stipulate that all lots included in the above premises known as St. Catherine Village, a Subdivision in Springfield Township, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, subject to the following covenants, land, to-wit:

ARTICLE ONE

Section 1. No dwelling or any addition thereto, or any alterations thereof, shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the exterior color scheme thereon, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling and the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling, have been approved in writing by Developer and a true copy of said plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in St. Catherine Village and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.
Section 2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line of lines than the building set back lines as shown on the recorded plat, nor nearer to any side lot line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porte-cochere, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two, or more lots delineated on the recorded plat of St. Catherine Village, but only with the written consent of Developer.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of the single family dwelling such garage be made an integral part of said dwelling, nor unless nor until the size, location, type style, or architecture, 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 Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in case of a single family dwelling, being an integral part of said dwelling shall be subject to all the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in St. Catherine Village until the plans, specifications and plot plan showing the location of such addition or swimming pool shall have been approved in writing by Developer. Provided, however, that portable 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 fans in from the residence at which said wading pool is located.

Section 6. The location of any and all driveways shall be established as approved by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in St. Catherine Village except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing. Each lot owner shall install such sidewalks as are required by the appropriate governmental authority and approved by Developer.
Section 7. All garages are to be attached to the dwelling unless otherwise approved by Developer. No structure or any part thereof shall be erected, placed or maintained on any lot in St. Catharine Village, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn, nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drives, if otherwise permitted), the planting of trees or shrubs, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so-called, grains or other plants of the ordinary garden or orchard variety shall be grown on such portion thereof except that homeowners may grow vegetables for their own consumption only so long as no plants exceed 3 feet in height, are not visible from the street on which the house fronts; and do not cover more than 250 square feet of land area; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefore and shall 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 name.

Section 8. No basketball backboard or similar structure shall be erected or attached to the front of any dwelling or garage or in front of the actual front building line, and all such structures wherever erected shall be approved by Developer in writing.

Section 9. In connection with the provisions contained in Section 1, 2, 4, and 7 of this ARTICLE ONE, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected hereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may, modify such provisions so as to permit variations in size, type, location of other structures, and the existence of other structures, if not, in its judgment, do material damage to any abutting or adjacent property.

Section 10. 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 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 portion of any lot may now or hereafter front or abut.

Section 11. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and rights-of-way in, through and under or over
those portions of the front, rear and sides of each lot, as shown on the plat of St. Catherine Village designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, or any other public or quasi-public utility facilities, together with the necessary or proper incidents and appurtenances. No building or other structure, or any part thereof, shall be erected or maintained upon any part thereof, shall be erected or maintained upon any part of the property in St. Catherine Village, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot, except that home offices in compliance with applicable zoning regulations shall be permitted. No wells for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot, nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonable disturb the quiet of the owner or owners of any adjoining lot. No poles, overhead or exposed wires, antennas or satellite “dishes” (except those dishes not exceeding 21” in diameter, and located on the residence itself or other location approved by Developer, but in either event not visible from the street and with colors and other specifications as approved by Developer in writing, whether for use in connection with radio, telephone, television, electric light or any other purpose, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of said dwelling with the written consent of Developer first having been obtained. No signs of any character, shall be erected, placed or posted or otherwise displayed on or about any lot without the written permission of Developer. However, a standard real estate and/or Builder’s sign not exceeding 6 square feet in area on a side and advertising the lot or dwelling “For Sale” or “For Rent” shall be permitted. The Developer shall have the right to discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in the St. Catherine Village. Political or campaign signs may be displayed only as provided by local ordinance.

Section 13. The maintenance or harboring of any animals, other than dogs, cats, or birds, which are maintained within the dwelling so as not to unreasonably disturb neighbors, is expressly prohibited in the St. Catherine Village Subdivision. The Developer and/or the Association shall have the right to formulate and enforce reasonable rules and regulation regarding the maintenance of domestic pets in the St. Catherine Village Subdivision.
Section 14. No clothes shall be hung on any part of a building over the rear yard. No line for hanging clothes shall be hung on any part of a building.

Section 15. Any commercial vehicle, such as mobile homes, trucks, or other similar vehicles shall be housed in a garage.

Section 16. All materials, including building materials, must be stored in a reasonable manner to prevent damage. No materials shall be exposed on any of the exterior of any building.

Section 17. All materials, including hazardous materials, must be stored in a manner that prevents damage. No hazardous materials shall be exposed on any of the exterior of any building.

Section 18. No人在 the building shall be allowed to enter the building at any time on any of the exterior of any building.
to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 19. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 20. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction, location, alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 21. Developer hereby requires that the mail and paper delivery box to service each lot shall be of the "rustic cedar" (so-called) variety and Developer shall have the exclusive right to determine the location, color, size, design, and lettering thereof as well as the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of the St. Catherine Village Subdivision be uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

Section 22. Within six (6) months after a residence has been completed and occupied on any lot in the St. Catherine Village Subdivision, the front yard of said lot shall be sodded or hydro-seeded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be sodded or hydro-seeded from the front of the single family residence to the curb line and the sidewalk facing the dedicated public street shall be sodded or hydro-seeded from the single family residence to the curb line. In both cases, the balance of the lot shall be seeded within said six (6) month period.

Section 23. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of Developer shall have been first obtained therefore, and same shall 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 name. Notwithstanding this restriction, the erection of "split rail" type fences (3 rail) are hereby granted prior approval by the Developer provided such "split rail" fences are not erected nearer to any street than the rear of the dwelling.

Section 24. The areas designated for utility and open space easements as set forth in the recorded plat of St. Catherine Village shall be maintained by the lot owners as lawfully fenced, shrubs, trees or other structures, other than utilities, shall be permitted in the said easement areas. Should the lot owner plant or install on the said easement
areas in violation of this section, the governmental authority or utility within whose jurisdiction the lot is located may remove said obstruction at the lot owner’s expense.

Section 25. The established drainage flow anywhere in the subdivision shall not be altered by other than by the maintaining authority.

Section 26. Whenever any of the covenants, reservations, agreements or restrictions herein provide for any approval, designation, determination, modification, consent, enforcement or any other action by Developer, any such approval, designation, determination, modification, consent, enforcement or any other such action may be undertaken by either the Developer, its successors or assigns, or by any attorney-in-fact authorized by it pursuant to a recorded Power of Attorney.

ARTICLE TWO

Section 1. Upon the sale of all the Lots in St. Catherine Village, or at such earlier time as Developer may elect, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "St. Catherine Village Property Owners’ Association" ("Association"), and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Trustee, its successors and assigns, shall be entitled to one vote on each matter submitted to a vote of member 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 Developer and, once formed, the Association, by majority vote of its members, may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the common areas and lots situated in the St. Catherine Village Subdivision, and for the health, comfort, safety and general welfare of residents of said lots, and all of such lots shall at all times be maintained subject to said rules and regulations.

Section 3. The Developer and, once formed, the Association, by majority vote of its members, may establish and levy on each lot owner in a reasonable and equitable manner, such sums as are determined by the Association to be reasonably necessary to raise such funds as are required to maintain the common areas of the St. Catherine Village Subdivision and, when formed, to also conduct the business of the Association and cover the cost of its operations and maintain and insure any of its property. Any such assessments, or portion thereof, which remain unpaid sixty (60) days after receipt of the notice thereof by the lot owner, shall become a lien on said lot for the benefit of the Developer and/or, once formed, the Association.

Section 4. Each and every lot in the Plat shall be subject to an annual assessment in the amount established by the Association. The Association shall have a lien
perpetually upon lots in the Plat to secure the payment of the annual maintenance charge. (Notwithstanding said provision, the Developer, until the Association is formed, shall also have such assessment and lien rights.) In default of the payment of such maintenance charge, a "Notice of Lien" is substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that the St. Catherine Village Property Owners' Association claims lien for unpaid annual assessments for the year(s) __________________ in the amount of $ ______________ against the following described premises:

(Insert Legal Description)

ST. CATHERINE VILLAGE PROPERTY OWNERS' ASSOCIATION

By: __________________________

President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of _____________, 20__, by ______________, President of St. Catherine Village Owners' Association, and Ohio corporation, on behalf of the corporation.

Notary Public

In the event any of said annual assessments is not paid when due, the Developer and/or Association may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessment provided for herein by non-use of the Common Areas or any facilities located thereon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien, provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such
assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due, or from the lien thereof. Said charges and assessment shall be levied against all lots in the subdivision and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Developer and/or the Association may determine from time to time to be for the general benefit of the owners of the lots in St. Catherine Village, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association’s right and duties under the within Declaration of Restrictions.

Section 5. Upon the initial sale of any lot in the Plat by the Developer, an initial fee of One Hundred Dollars ($100.00) shall be paid to the Developer for working capital to pay common expenses. Upon the request of any lot owner, the Secretary or President of the Association, or the Developer, as the case may be, shall certify in writing the payment status of any assessments on any lot.

Section 6. Developer may, by an instrument in writing in the nature of an assignment, vest the Association, when formed, with some or all of the rights, privileges and powers of Developer contained herein which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each Grantee of a lot in St. Catherine Village, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of Developer and the Association, created or reserved by this Declaration or by plat or recorded deed restrictions, 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 the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restrictions or condition, or the breach of any covenant or provisions herein contained shall give Developer, or the Association, the right to enter upon the land upon which or as to which, such violation or breach exists, and to summarize 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 Developer or the Association shall not thereby be deemed guilty of any manner of trespass. The continuance of any breach may be enjoined, stayed, or remedied by appropriate legal proceedings, either by law or in equity, by Developer, the Association, or by individual owners.
Section 2. These covenants and restrictions shall run with the land and shall be binding upon Trustee, Developer and all persons claiming under or through Trustee for a period of twenty (20) years from and after the date hereof, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless earlier terminated as provided for herein. These covenants and restrictions may be amended within the initial twenty (20) year period with written approval of the then owners of not less than two-thirds (2/3) of the lots in the St. Catherine Village Subdivision which amendments shall become effective from and after the filing of the same with the Recorder of Deeds of Lucas County, Ohio, of the instrument setting forth the amendments and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated at the end of the initial twenty (20) year period, or 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 the St. Catherine Village Subdivision upon the filing of an instrument as aforesaid with the Recorder of Deeds of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of any provision shall not impair or affect in any matter, the validity, enforceability or effect of the remaining restrictions and provisions of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by Developer or by the Association which acquires the rights and benefits of Developer shall be deemed in violation of this Declaration and may be abated and removed or enjoined as herein provided.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hand to this instrument as of the 10th day of September, 2002.

WITNESSES AS TO DEVELOPER:  

DEVELOPER:  

JAMES C. MOSES BUILDERS

 STATE OF OHIO  )  SS:
 COUNTY OF LUCAS  )

02 6950A10
CONSENT AND JOINDER OF
LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

The undersigned, as record titleholder to the real property covered by the foregoing Declaration, hereby consents to the execution and recording of same.

WITNESSES AS TO TRUSTEE: LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

[Signatures]

By: [Signature]
John W. Martin, President

By: [Signature]
James M. Lindsay, Vice President

STATE OF OHIO \ SS
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 16th day of October, 2002, by John W. Martin, President and James M. Lindsay, Vice President of Louisville Title Agency for N.W. Ohio, Inc., an Ohio corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

RECEIVED & RECORDED

OCT 16 2002 9:14 AM
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

[Signature]
NOTARY PUBLIC

02 6950A11