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.
NOW THEREFORE, in consideration of these 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 purpose for which the same are designated, and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of Sweetwater Place as an architecturally harmonious, artistic and desirable residence district, Developer, for itself, and its successors and assigns, does hereby declare, covenant and stipulate that each lot in Sweetwater Place hereafter sold, conveyed or transferred by Developer, or its successors and assigns, 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**

**USE OF LAND**

1.1 **Residential Lots.** All lots in Sweetwater Place shall be known and described as residential lots and shall be used and occupied solely for private residence purposes by a single family. Only one (1) single family, private residence purpose building, hereinafter for convenience called “dwelling,” shall be constructed thereon. No part of any lot in Sweetwater Place shall be used for any non-residential purpose, except as otherwise provided herein.

1.2 **Reservation of Easement Rights.** Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-way in, through under and/or over those portions of each lot, as shown on the plat of Sweetwater Place designated as utility right-of-ways, 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, or any other facilities or utilities deemed necessary or convenient by Developer or its successors or assigns for Sweetwater Place, 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. No building or other structure or any part thereof shall be erected or maintained upon any part of the property in Sweetwater Place, over or upon which easements for installation and maintenance of public utilities and storm sewers will be or have been granted.
1.3 Establishment of Grades. Developer reserves sole and exclusive right to do and establish grades and slopes on the residential lots in Sweetwater Place and fix the grade in which any dwelling shall hereafter be constructed thereon, so that the same may conform to the general layout of the entire subdivision.

1.4 Submission and Approval of Plans and Specifications. No dwelling or any addition thereto, or any alterations thereof, shall be constructed on any lot unless or until the size, location, type, style of architecture, use, materials and construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevations of the dwelling, the plot plan showing the proposed location of the dwelling upon any lot, and the plans, specifications and details of the dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer. No dwelling except such as conform to the approved plans, specifications and details shall be constructed upon any lot. All dwellings must be custom stick built on site, and no prefabricated, manufactured, or modular homes or dwellings shall be approved for construction or placement on any lot within the subdivision.

1.5 Location of Structures. No structure or any part thereof shall be constructed on any part of a lot nearer to the front or streetline or lines than the building set-back line or lines shown upon the plat of the subdivision, or nearer to any sideline or rearline than shall be determined by Developer in writing at the time of the approval of the plans and specifications for the dwelling. This restriction as to the distances at which said dwelling shall be sited on the front, side and rear lines of each lot, shall apply to and include porches, verandas, porte cochera, and other similar projections from the dwelling.

1.6 Architectural Standards. No dwelling shall be constructed upon any lot having a floor area, excluding garage, porches and basement, less than 1,650 square feet if the structure is a single story dwelling; and 1,800 square feet if the structure is a story and a half
dwellings; and 2,000 square feet if the structure is a two story dwelling. Each such dwelling shall include an attached two-car garage of not less than 450 square feet.

The exterior of the front and sides of each dwelling shall be brick or a combination of brick, wood or siding, with a minimum of 36 inches of brick. The back of the dwelling could be all wood or siding if desired.

1.7 Lawns and Plantings. That portion of each lot lying between the building set-back line and the street or streets shall be used only for lawn purposes. Nothing herein contained, however, shall be construed as preventing the use of such portions of any lot for walks, the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary, fountains and similar ornamentation, or for the purpose of beautifying any lot. No vegetables or grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain anywhere upon any lot; and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon.

1.8 Swimming Pools. No above ground pools shall be erected, placed or suffered to remain upon any lot. In-ground swimming pools may be erected, placed or suffered to remain on a lot only with the approval of Developer as to design, size, location and landscaping.

1.9 Fences. 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 Developer. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor, and shall be subject to the terms and conditions of such consent as to its type, height, width, color and any upkeep in a general condition pertaining thereto that such consent may name.

1.10 Use Restrictions.

(A) No spirits, 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 the premises. No well for gas or oil shall at any time, whether intended for temporary or permanent purpose, shall be erected, placed or suffered to remain on the premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, lamp post, television antenna tower, satellite dish larger than 24 inches in diameter, recreation equipment, advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of the premises, shall be erected, placed or suffered to remain upon the premises. No sheds, barns or utility buildings shall be erected, placed or suffered to remain on the premises without the written consent of Developer. The right is reserved by Developer to erect advertising signs and displays at entrances to the development until all lots are sold and to erect small structures and place signs on any unsold lot or improvements thereon. A builder erecting a dwelling may place one identification sign on the property during the construction.

(B) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lawn, except in the rear yard. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.

(C) No boat, boat trailer, house trailer, motor home, recreational vehicle, motor coach or truck (except pickup trucks or vans not exceeding one (1) ton) shall be parked, stored or suffered to remain within Sweetwater Place, whether on a lot or in a street, unless parked or stored within a garage out of view. No trailer, tent, shack, barn, house-car playhouse, greenhouse, tree house or outbuilding of any kind shall be permitted in Sweetwater Place, except with the approval of Developer.

(D) No lot shall be used for storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon a lot, building materials may be stored thereon. However, any building materials not incorporated in the building within ninety (90) days after they have been delivered to the lot shall be removed therefrom.

(E) No dwelling erected in Sweetwater Place shall be used as a residence until the exterior thereof has been completed as specified and approved in the detailed plans and specifications therefor. No sod, dirt or gravel, or other incident to construction of an approved structure shall be removed from the lot without the approval of Developer.
1.11. Pets. Except for normal household pets, no animals, rabbits or poultry of any kind, character or species shall be kept on or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lot. Developer shall have the right to establish reasonable regulations governing the keeping within a dwelling of domestic dogs, cats, or other household pets, calculated not to be a nuisance to the owners or inhabitants of Sweetwater Place.

1.12. Completion of Structures. All structures must be completed within six (6) months after the date of beginning of construction.

1.13. Construction in Violation of Approved Plan. Any material variance in the actual construction or location of any approved structure, or the alteration or addition to any lot or structure from the approved plans and specifications shall be deemed in violation of these restrictions and shall subject the owner to the remedies specified below.

ARTICLE TWO

ENFORCEMENT OF RESTRICTIONS AND GENERAL MATTERS

2.1. Restrictions Run with the Land. 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. 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.

2.2. Remedies for Violations. The violation of every restriction or condition or the breach of any covenant or provision herein contained shall give Developer, or 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 such lot or lots, any structure or thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer shall not thereby be deemed guilty of any manner of trespass; or

B. In the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Developer, or its successors and assigns.

**2.3. Transfers Subject to Restrictions.** 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 a mortgage, now or hereafter executed, or encumbering any of the real property herein described; and none of such restrictions, covenants, conditions, agreements or other provisions shall supercede 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 the property is acquired in lieu of foreclosure of any mortgage, or under any provisions of any deed of 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.

**2.4. No Waiver of Restrictions.** 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.

**2.5 Savings Clause.** 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.
2.6. Rights Assignable. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns. Any such assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE
SWEETWATER PLACE HOMEOWNERS ASSOCIATION

3.1. Sweetwater Place Homeowners Association. Developer hereby establishes the Sweetwater Place Homeowners Association, which shall consist of all of the owners of real estate located within Sweetwater Place. 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) persons such co-owners acting jointly shall be entitled to but one vote.

3.2. Adoption of Rules and Regulations. The Association, by vote of two-thirds (2/3) 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 residents of the property; and all parts of the property shall at times be maintained subject to such rules and regulations.

The rules, regulations or By-Laws adopted by the 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.

3.3. Officers. The officers of the Association shall be elected as provided in the By-Laws, 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 Sweetwater Place 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 specific duty of acting as liaison between the Association and local governmental officials for the purpose of coordinating their efforts in enforcing the restrictive provisions of this Declaration which are of mutual interest.

3.4. Meetings. The By-Laws of the Association shall provide for an annual meeting of the Association on a date specified therein. Special meetings of the Association may be called by owners representing fifty percent (50%) of the votes of the Association by giving notice of such meeting (1) by mailing a notice of such meeting, at least 3 weeks prior to such meeting, to each owner at the address for such owner contained in the records maintained by the Association; and (2) 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 Sweetwater Place. A meeting may be called by the President of the Association by giving of notice in the manner as provided above.

3.5. Leases. Any owner who leases his lot 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 a 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 Developer or by the Association formed pursuant to this lease restrictions shall be deemed a violation of this Declaration and may be enjoined as herein provided.

ARTICLE FOUR
DURATION OF RESTRICTIONS AND AMENDMENTS
4.1. Duration of Restrictions. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under and through the Developers until the first day of January, 2010, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

4.2. Amendments. These covenants and restrictions may be amended prior to January 1, 2010, with written approval of not less than seventy-five percent (75%) of the eligible voters as set forth in paragraph 3.1 of this Declaration of Restrictions for the lots in Sweetwater Place, which amendment shall become effective from or 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 or amended after January 1, 2010, with the written approval of not less than fifty percent (50%) of the eligible voters as set forth in paragraph 3.1 of this Declaration of Restrictions for the lots in Sweetwater Place, upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, L.A.M.D. Development, LLC, has hereunto set its hand this 29th day of August, 2001.

Signed and acknowledged in the presence of:

L.A.M.D. Development, LLC, an Ohio Limited Liability Company

By: Robert D. Soltis, President

Robert D. Soltis, President

The foregoing instrument was acknowledged before me the 29th day of August, 2001 by Robert D. Soltis, the President of L.A.M.D. Development, LLC, an Ohio Limited Liability Company, on behalf of the company.