TRAIL RIDGE

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DECLARATION OF RESTRICTIONS

as to

TRAIL RIDGE, AN ADDITION TO THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

SEAGATE INVESTMENT COMPANY (hereinafter designated as "SEAGATE") a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 228 Superior Street, Toledo, Ohio, has cuased to by duly laid out, approved, adopted and recorded in Volume 60, page 34, of the Plat Records in the Office of the County Recorder of Lucas County, Ohio, a certain plat designated as TRAIL RIDGE, an Addition to the City of Maumee, Lucas County, Ohio. Seagate is now the owner of all the lots in said plat, and proposes to adopt restrictions as to the use thereof, in order to preserve said addition as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of said plat, and all of the lots thereof, shall run with the land, and all for the benefit of Seagate and all subsequent owners of lots in said plat, and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be as follows:

ONE

Except as hereinafter provided, there shall not be erected or maintained, more than one building or structure upon each lot, or plot consisting of one or more contiguous lots or parts thereof. The term "plot" as hereinafter used shall have the same meaning as in this paragraph.

TWO

Any structure or building erected or maintained upon any of said lots or plots, shall be a single residence building, used solely as a private residence for one family only, and its servants. Such structure or building may have garage quarters as an integral part thereof.

THREE

No building or structure erected or maintained on any lot or plot shall be higher than two normal stories and attic. The remainder of the lot or plot not occupied by said building or structure, excepting necessary walks and driveways, shall be reasonably landscaped and maintained as a grass lawn.

FOUR

All structures and buildings, erected and maintained upon said lots or plots, shall be constructed of new, adequate and generally accepted building materials. If materials other than stone, brick or lumber, (except for basements and interior walls), are proposed to be used, the same must be approved in writing by the Architectural Control Committee hereinafter provided for. If structures or buildings are painted, the colors used shall be standard colors or combinations thereof, in keeping with the decor of the Community, approved by the Architectural Control Committee.

FIVE

Garage entrances shall not face the street upon which the dwelling fronts unless the entrance to the garage is hidden from view from the fronting street by adequate screening approved by the Architectural Control Committee.

SIX

No structure or building shall be erected upon any lot or plot having a construction cost of less than $34,000.00, based on the United States Department of Index of Building Costs for the last year published.

SEVEN

No structure or building, or part thereof (including porches, verandas, porte'-cochere', and other projections from the building) shall be erected or maintained upon any lot or plot nearer the front or street lines than is shown as set-back lines on the recorded plat of the aforesaid addition, nor nearer the back or side lines thereof than is compatible with the general development of the addition with adequate clearance between all structures erected or contemplated to be erected thereon.

EIGHT

Seagate, its successors and assigns shall create and maintain an Architectural Control Committee, consisting of three (3) members, to which all plans for structures and buildings, improvements, landscaping, painting and other details of the improvement of the lots and plots must be submitted for examination and approval, before any erections or imporvements shall be made upon said lots or plots. If at any time Seagate, its successors or assigns, shall fail to create or maintain an Architectural Control Committee, then such a Committee, consisting of three (3) members, may be created and maintained by a majority vote or selection by the owners of the lots in said addition. The Architectural Control Committee shall act by the majority vote of its members.

NINE

No structure or building of any kind shall be erected or maintained upon any of said lots or plots unless and until there has been filed with the Architectural Control Committee complete plans and specifications for such a structure or building, completely showing, among other things, its location upon the lot or plot, materials of which it is to be constructed, the type and style of architecture with colors to be used for painting or other decoration, the grading of the lot or plot, including the grade elevations of the structure or building, the proposed landscaping, and location of driveways or walks, and all other information which the Architectural Control Committee may require or request. No building shall be started or grading of the lot or plot undertaken or other work done upon the premises until the written approval of the Architectural Control Committee has been secured therefor.

TEN

No tree whose diameter exceeds ten (10) inches measured three (3) feet from the ground, shall be removed, nor shall any fence, hedge, wall or enclosure of any kind, for any purpose, be built or maintained upon any lot or plot without the written consent of the Architectural Control Committee, provided, however, that nothing

herein shall be construed as preventing the removal of trees necessitated by the construction of any structure or building properly erected or placed upon the said premises or the removal of which has been ordered by any state or local governmental authority.

ELEVEN

If, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures or typography of the lot or plot upon which it is proposed to erect a structure or building, or make improvements thereon is such that a strict construction of these reservations would work a hardship, the committee may modify these provisions as to such lots or plots as to permit the erection of such structure or building or the making of proposed improvements contrary to such restrictions, which the committee approved in writing.

TWELVE

Seagate, its successors and assigns, shall have the exclusive right to grant consents, easements and right of ways for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits and for water, gas, sewer and other utility conduits and facilities on, over or below all lots and plots and along and upon all highways now existing or hereafter established abutting said premises.

THIRTEEN

No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any lot or plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

FOURTEEN

No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected or maintained upon said premises or any building thereon without the consent of the Architectural Control

Committee being first obtained in writing. The right is reserved by Seagate, its successors and assigns to erect small structures or signs on any unsold lots or plots.

FIFTEEN

No animals, rabbits, poultry, fowl or other live stock shall be kept upon or maintained on any lot or plot, except that Seagate, its successors and assigns may adopt reasonable regulations governing the keeping within any structure or building upon said premises of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of other lots or plots in said addition.

SIXTEEN

No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot or plot, except in the rear yards thereof and then only on portable laundry driers of a revolving type not higher than seven (7) feet tall from the ground. No laundry shall be hung for drying on Sundays or other legal holidays. No power yard equipment such as power mowers, power shears and the like shall be used by anyone upon any of said premises on Sundays or legal highways from May 1st through October 1st of each year.

SEVENTEEN

All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by Seagate, its successors and assigns.

EIGHTEEN

No owner of any lot or plot in said addition shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of Seagate, its successors and assigns.

NINETEEN

In the event of any violation or breach of any of these restrictions or failure to conform thereto, Seagate, its successors

and assigns, is granted the right to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a lot or plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against any one violating these restrictions, in order to provide the proper relief therefrom.

TWENTY

No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occured. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

TWENTY-ONE

The rights, privileges and powers herein retained by or granted to Seagate shall be assignable and shall inure to the benefit of its successors and assigns.

TWENTY-TWO

In the event of a material change in conditions or in circumstances from those existing at the time these restrictions are adopted, which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots or plots in said addition, or which would cause such restrictions to cause being beneficial to the owners of such lots and plots, then Seagate, its successors and assigns, after written notice given by mail to the owners of lots or plots in said addition, may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all lot and plot owners.

TWENTY-THREE

These restrictions as herein enumerated shall be deemed as

covenants and not as conditions hereof and shall run with the land and bind all lot and plot owners, their successors and assigns, until the 1st day of January 1988, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then record owners of the lots and plots in said addition, it is agreed to change said restrictions in whole or in part.

IN TESTIMONY WHEREOF, Seagate Investment Company, by J. E. Hankison, its president and William M. Brown, its secretary, thereunto duly authorized, has hereunto set its hand this 10th day of May, 1963.

SEAGATE INVESTMENT COMPANY

By J. E. Hankison, President

By Wm. M. Brown, Secretary

Two witnesses.

Acknowledged May 10, 1963 by said Company and by said Officers before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 10, 1963 and recorded in Volume 2076 of Mortgages, page 276.

AMENDMENT TO DECLARATION OF RESTRICTIONS

as to

TRAIL RIDGE, AN ADDITION TO THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

SEAGATE INVESTMENT COMPANY, hereinafter called "Seagate", a corporation organized and existing under the laws of the State of Ohio, and the owner of all the lots in Trail Ridge, an Addition to the City of Maumee, Lucas County, Ohio, the plat of which is recorded in Volume 60, page 34 of the Plat Records of the Lucas County Recorder, has heretofore filed a Declaration of Restrictions as to said Trail Ridge Addition, which Declaration is recorded in Volume 2076 at page 276 of the Mortgage Records of said Lucas County, Ohio Recorder.

Seagate does hereby revoke Item Number "Twelve" of said Declaration of Restrictions and adopts the following in substitution therefor:

> "Seagate, its successors and assigns, shall have the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits and for water, gas, sewer and other utility conduits and facilities, on, over or below all of the areas designated as 'utility easement' on said Plat of Trail Ridge recorded in Volume 60, page 34 of the Lucas County Plat Records, and along and upon all highways now existing or hereafter established and abutting all the lots and plots in said Trail Ridge Addition."

IN TESTIMONY WHEREOF, Seagate Investment Company, by J. E. Hankison, its President and William M. Brown, its Secretary, thereunto duly authorized, has hereunto set its hand this 23rd day of May, 1963.

SEAGATE INVESTMENT COMPANY

By J. E. Hankison, President

By Wm. M. Brown, Secretary

Two witnesses.

Acknowledged May 23, 1963 by said Company and by said Officers before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 23, 1963 and recorded in Volume 2077 of Mortgages, page 526.