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DECLARATION OF RESTRICTIONS

Whereas Stanbery Homes, Inc., an Ohio corporation, is the owner of all the lots in VALENCIA GARDENS, a Subdivision in Sylvania Township, Lucas County Ohio; the original Plat for which subdivision is recorded in Volume 94, pages 44 and 45, Lucas County, Ohio, Record of Plats; and

Whereas said owner desires to impose reasonable and beneficial restrictions and covenants upon the improvement, development, use, occupancy, and enjoyment of said property which are uniform in their provisions, duration, operation and effect;

Now, therefore, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said property as an architecturally harmonious and desirable residential area, said owner for itself, its successors and assigns, and for the regulation and protection of each and every person, his or her or its heirs, successors, executors, administrators, legal representatives and assigns, who shall in the future be the owner, occupant or tenant of any interest in or to any of said property, in the improvement, development, use, occupancy and enjoyment thereof, does by the execution and recording of this Declaration of Restrictions, hereby restrict the improvement, development, use, occupancy, and enjoyment of said property to the extent and in the following manner, to-wit:

1. Power of approval, definition, interpretation and administration of these covenants shall be vested in Stanbery Homes, Inc. as long as said company shall retain fee ownership of any lot or retain any reversionary interest in any lot.

2. When Stanbery Homes, Inc. no longer retains any fee ownership or reversionary interest in any lot, the power of approval, definition, interpretation and administration of these covenants as they apply to all lots shall be vested in an Architectural Control Committee. Said Architectural Control Committee shall be composed of five (5) members who are owners of record of lots in said subdivision. Said members shall be elected by a vote of a majority of the owners of record in said subdivision. Each owner shall have one vote for each lot owned by him. A majority of the Committee, so elected, may designate a nominee to act for it. In the event of a vacancy on said Committee created by the death, resignation, or loss of ownership eligibility of any member of said Committee, the remaining members shall have full authority to designate a successor to fill said vacancy and complete the unexpired term. Members of said Committee shall serve for a term of five (5) years. Neither the members of the Committee, nor its nominee, shall be entitled to any compensation for services performed pursuant to these covenants. At any time following the establishment of the Committee, the then record owners of two-thirds (2/3) or more of said lots shall have the power through a duly executed and recorded instrument to change the number of members of the Committee and to withdraw from the Committee or add to it, any of the Committee's powers and duties as they apply to any and all lots.

3. The following terms, as used in these covenants, shall be considered as follows:

"Committee" shall mean either Stanbery Homes, Inc. or the Architectural Control Committee as set forth in Sections 1 and 2, whichever is applicable at the time, and the words "or its nominee therefore" shall be implied even if not so stated.

"Approved" or "Approval" shall have the words "in writing" implied even if not so stated.

"Lot" shall mean the lots as shown on the record plat of Valencia Gardens.

"Erected" shall also mean "installed", "altered", "placed", "maintained", and or "suffered to remain".

"Plat" shall mean the record plat of Valencia Gardens.
4. All lots shall be used exclusively for residential purposes. No structure shall be erected other than one (1) single-family, private, residential-purpose dwelling, including attached garage, which shall be an integral part of the dwelling.

5. No structure having less than twenty-five hundred (2,500) square feet of living area, shall be erected on any lot. Determination of said living area shall not include basements, cellars, porches, garages, or any other area not designed for year-round living use.

6. No structure shall be erected on any lot of less than one and one-half (1½) stories in height. Structures having the living area on one level may be approved if the height requirement is met.

7. No structure of any nature shall be erected on any lot until the following documents have been submitted in duplicate and approved by the Committee prior to the commencement of construction:
   a. Construction plans and specifications of said structure which set forth, but are not limited to, quality of workmanship and materials, harmony of exterior design with existing structures, exterior color schemes, and any and all other features necessary to insure an architecturally harmonious and desirable residential area.
   b. A plot plan, drawn to scale, showing the location of all structures, both existing and proposed and all trees with a circumference of thirty (30) inches or more measured three (3) feet from the ground, existing on the lot.
   c. Certification of a surveyor registered in the State of Ohio that he has staked out the proposed structure(s) in accordance with said plot plan (Section 7.b.); and that the topography and finish grade of all proposed structures is in accordance with the intent of the Master Grading Plan approved by the Lucas County Engineer, Lucas County, Ohio.

8. Prior to the completion of any structure a landscaping plan shall be submitted in duplicate and approved by the Committee.

9. Submission of any or all of said documents set forth in Section 7 and 8 may be waived by the Committee, when, in its opinion such submission is not necessary for the compliance with the intent of these covenants.

10. The Committee reserves the sole and exclusive right to establish grades and slopes on the lots and to fix the grade at which any structure shall be erected so the same may conform to the Master Grading Plan and to the intent of these covenants.

11. No portion of any lot nearer to any street than the building set-back line or lines shown upon the plat shall 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 said lots 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 ornamentations, for the purposes of beautifying said lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof.

12. Minimum side and rear yard requirements shall be determined by the Committee for any particular lot.

13. No tree, whose circumference exceeds thirty (30) inches, measured three (3) feet from the ground, shall be removed without the approval of the Committee, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction of any approved dwelling, garage, driveway or walks, or removal ordered by any state or local governmental authority having jurisdiction thereof.

14. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected on any lot unless approved by the Committee; and said fence, hedge, wall or enclosure of any kind shall be subject to any and all terms and conditions pertaining to said approval. Notwithstanding this restriction, the erection of wood "split-rail" fences is hereby granted prior approval by the Committee, provided such "split-rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat.
15. No pole, lamp post, antenna tower, antenna, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose shall be erected on any lot or upon or visible from the outside of any structure without the approval of the Committee.

16. 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. Notwithstanding the foregoing, the storage of building materials and construction debris may be stored on the site during construction in such a manner as not to create a nuisance to other lots. Additional regulations for the storage, maintenance and disposal of garbage, rubbish, leaves and debris of any nature whatsoever may be established, from time to time, by the Committee.

17. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from any lot without the approval of the Committee.

18. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot. The Committee reserves the right to adopt reasonable regulations concerning the keeping within any dwelling of domestic dogs, cats, or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of said subdivision. Such household pets will not be kept, bred or maintained for any commercial purpose.

19. No clothes, sheets, blankets, laundry or other similar articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers. No laundry or other similar articles shall be hung for drying on Sundays or legal holidays.

20. No boat, boat trailer, house trailer, motor home, recreational vehicle or truck of any type shall be parked on any right-of-way or parked, kept or stored on any lot unless completely within a closed garage. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any lot, provided, however, that the Committee may, in its discretion, grant permission to erect a gardenhouse, greenhouse, playhouse or treehouse.

21. No swimming pool of the so-called "above-ground" type shall be erected on any lot.

22. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot. No wines, liquors, beer or other intoxicants shall be manufactured commercially or sold on any lot. No lot shall 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.

23. No well for gas, oil or other substance shall be erected on any lot, at any time, whether for temporary or permanent purposes. However, a well for water may be erected upon the approval of the Committee.

24. No dwelling erected on any lot 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 as approved by the Committee. All approved structures must be completed within one (1) year following the date of the commencement of the construction thereof.

25. No owner, grantee or successor in title of any lot shall subdivide or convey less than the whole of any lot without the approval of the Committee.

26. A failure of the Committee to enforce any of the restrictions, rights, reservations, 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 the Committee shall at any and all times have the right to enforce the same.

27. 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.
28. If any lot owner or tenant thereof, or any other occupant of any lot shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any other lot, or the Committee to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

29. These covenants shall run with the land and be binding upon all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of record of said lots has been recorded, agreeing to and directing a change of said covenants in whole or in part.

30. Invalidation of any of these covenants, or a provision thereof, by judgment or order of Court, shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, said Stanbery Homes, Inc. has caused its corporate name to be subscribed to these presents by its President and Secretary thereunto duly authorized, on this first day of October, 1981.

Signed and acknowledged in the presence of:

Ray C. Stanbery
Pres.

June W. Stanley
Sec.

STATE OF OHIO, COUNTY OF LUCAS, ss.

Before me a Notary Public in and for said County, personally appeared Ray C. Stanbery, President, and Bruce W. Stanbery, Secretary, of the said Stanbery Homes, Inc., who acknowledge that they did sign said instrument as such officers of said corporation in behalf of said corporation and by the authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Ray C. Stanbery, President, and Bruce W. Stanbery, Secretary, as such officers and the voluntary act and deed of said corporation for the uses and purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this first day of October, 1981.

Donald C. Draeger
Notary Public, Lucas County, Ohio
My Commission Expires Jan. 22, 1984

This instrument prepared by Stanbery Homes, Inc.

RECEIVED & RECORDED

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