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 PROTECTIVE COVENANTS

FOR

VILLAGE FARMS

PLAT I

VILLAGE FARMS PLAT ONE, of which this is a correct plat, is laid out on and comprises that part of Fractional Sections 20, Town 1, United States Reserve, Village of Waterville, Lucas County, Ohio, bounded and described as follows:

Beginning in the centerline of Waterville-Monclova Road at the northwesterly corner of Waterbury Plat Three as recorded in Volume 80 Page 17, Lucas County Book of Plats; thence North 00 degrees 14 minutes 55 seconds West along said centerline of Waterville-Monclova Road a distance of 1184.21 feet to the north corporation line of the Village of Waterville; thence North 89 degrees 36 minutes 37 seconds East along said north corporation line of Waterville a distance of 616.92 feet; thence South 00 degrees 23 minutes 23 seconds East 210.00 feet; thence South 89 degrees 36 minutes 37 seconds West 16.39 feet; thence South 03 degrees 41 minutes 34 seconds East 302.69 feet; thence South 03 degrees 41 minutes 34 seconds East 282.51 feet; thence South 171.92 feet; thence South 88 degrees 08 minutes 41 seconds East 17.93 feet, same being the chord bearing and chord length of a curve to the right whose radius is 1794.40 feet, delta is 02 degrees 25 minutes 13 seconds, tangent is 37.90 feet and arc is 75.80 feet; thence South 00 degrees 04 minutes 39 seconds West 236.03 feet to the northerly line of said Waterbury Plat Three; thence along said northerly lines of Waterbury Plat Three South 89 degrees 44 minutes 25 seconds West 14.60 feet, North 00 degrees 15 minutes 35 seconds West 27.61 feet, South 89 degrees 45 minutes 05 seconds West 210.00 feet, South 00 degrees 14 minutes 55 seconds East 10.00 feet and South 89 degrees 45 minutes 05 seconds West 409.99 feet to the place of beginning; containing 16.69 acres of land, more or less.
The following expressed conditions, provisions, and covenants shall be made a part thereof, with respect to Lots 12-40.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and an attached garage for not more than three cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided by an Architectural Control Committee composed of Ferdinand Seipel, Jr., Bowling Green, Ohio; Gary L. Obenauf, Grand Rapids, Ohio; and John T. Manifan, Waterville, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee’s approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. It shall be required that in all new residential construction all single family detached dwellings must have a minimum of a two-car garage. All family units as initially constructed must have a minimum
of 1500 square feet of finished living area in a one story dwelling, and multi-level units must have at least 900 square feet on ground level with a total minimum area of 1700 square feet of finished living area.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No structure of a temporary character, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. No camping trailer, motor home, boat, storage trailer or the like may be parked for a period of longer than 48 hours in the front of the building set back of any residence. All such vehicles must be stored only in side yards and adequately sheltered, covered or concealed either through landscaping or allowed fencing so as not to be visually offensive to either adjacent neighbor or frontal traffic. No vehicle will be used for living purposes while on the property.

7. No barns or other outbuilding shall be allowed to be erected on any of the lots of this addition without special written approval of the Architectural Control Committee. In addition, no storage sheds, enclosures, buildings of any kind wood piles or any obstructions shall be located in the rear yards except within 12 feet from the rear of the main residential structure. Above-ground swimming pools will be prohibited and all in-ground pools along with required fencing and equipment storage must be approved by the Architectural Control Committee.

8. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless considered as a "Decorative" fence as determined in writing by the Architectural Control Committee. Other fencing in the remainder of the property shall be of only split or round rail wood fencing type with or without a wire mesh affixed to the interior and said fence. Security fencing other than split or round rail fencing shall be allowed, provided it does not extend 12 feet beyond the rear of the main residential building.
9. No professional office, business, trade, or commercial activity of any kind shall be conducted in any building or any portion of any lot, block or building site in said subdivision except those incidental to the original sale of each dwelling and lot by the subdivider or its appointed agent. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby protected without the consent in writing of the Architectural Control Committee and the Administrator of the Village of Waterville; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than 6 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

10. No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property, provided that they are not kept, bred, or maintained for any commercial use of purpose.

11. Before any house may be occupied it must be completely finished on the exterior in accordance with plans approved by the Architectural Control Committee; all the yard which is visible from all streets must be planted with grass or have other suitable ground cover, the front of the dwelling must be landscaped, and the driveway surface must be paved with either asphalt or concrete. Public sidewalks must be installed and maintained in conformance with provisions of the Waterville Zoning Code. A reasonable exception to this restriction may be granted for a time limit of up to 120 days by the above committee due to weather conditions or other circumstances beyond the control of either builder or owner.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in one way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, the said Robert L. Wasserman, Executive Vice-President and Margretta R. Laskey, Vice-President of The Port Lawrence Title and Trust Company, acting in the capacity of Trustee for the owners of VILLAGE FARMS FLAT ONE have hereunto subscribed his name on the 15 day, August, Nineteen Hundred and Eighty-Nine.

THE PORT LAWRENCE TITLE AND TRUST CO.

By: Robert L. Wasserman
   Executive Vice-President

By: Margretta R. Laskey
   Vice-President

Witnesses

STATE OF OHIO  )
   SS.
COUNTY OF LUCAS )

Before me, a Notary Public in and for said County, personally appeared Robert L. Wasserman, Executive Vice-President and Margretta R. Laskey, Vice President of the said The Port Lawrence Title and Trust Company, who acknowledged that he did sign said instrument as such officers of said corporation on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Robert L. Wasserman as such officer, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this day of , 1989.

__________________________
Notary Public

SUSAN J. NEITZEL

RECEIVED & RECORDED
AUG 16 1989
BILL COPELEAND
RECORDED, LUCAS COUNTY, OHIO

89 1135B11
DECLARATION OF PROTECTIVE COVENANTS

FOR

VILLAGE FARMS

PLAT I

LOTS 1 THRU 11

VILLAGE FARMS PLAT ONE, of which this is a correct plat, is laid out on and comprises that part of Fractional Sections 20, Town 1, United States Reserve, Village of Waterville, Lucas County, Ohio, bounded and described as follows:

Beginning in the centerline of Waterville-Monclova Road at the northwesterly corner of Waterbury Plat Three as recorded in Volume 80 Page 17, Lucas County Book of Plats, thence North 00 degrees 14 minutes 55 seconds West along said centerline of Waterville-Monclova Road a distance of 1184.21 feet to the north corporation line of the Village of Waterville; thence North 89 degrees 36 minutes 37 seconds East along said north corporation line of Waterville a distance of 616.92 feet; thence South 00 degrees 23 minutes 23 seconds East 210.00 feet; thence South 89 degrees 36 minutes 37 seconds West 16.39 feet; thence South 00 degrees 23 minutes 23 seconds East 302.69 feet; thence South 03 degrees 41 minutes 34 seconds East 282.51 feet, thence South 171.92 feet, thence South 00 degrees 08 minutes 41 seconds East 17.93 feet, same being the chord bearing and chord length of a curve to the right whose radius is 1794.40 feet, delta is 02 degrees 25 minutes 13 seconds, tangent is 37.90 feet and arc is 75.80 feet; thence South 00 degrees 04 minutes 39 seconds West 236.03 feet to the northerly line of said Waterbury Plat Three, thence along said northerly lines of Waterbury Plat Three South 89 degrees 44 minutes 25 seconds West 14.60 feet, North 00 degrees 15 minutes 35 seconds West 27.61 feet, South 89 degrees 45 minutes 05 seconds West 210.00 feet, South 00 degrees 14
minutes 55 seconds East 10.00 feet and South 89 degrees 45
minutes 05 seconds West 409.99 feet to the place beginning,
containing 16.69 acres of land, more or less.
The following expressed conditions, provisions, and
covenants shall be made a part thereof, with respect to lots 1
thru 11.
1. No lot shall be used except for residential purposes. No
building shall be erected, altered, placed, or permitted to
remain on any lot other than one detached single-family dwelling
not to exceed 2 stories in height and an attached garage for not
more than three cars.
2. No building shall be erected, placed, or altered in any
lot until the construction plans and specifications and a plan
showing the location of the structure have been approved by the
Architectural Control committee as to the quality of workmanship
and materials, harmony of external design with existing
structures, and as to location with respect to topography and
finish grade elevation. Approval shall be provided by an
Architectural Control Committee composed of Ferdinand Seipel,
Jr., Bowling Green, Ohio; Gary L. Obenauf, Grand Rapids, Ohio;
and John T. Hanifan, Waterville, Ohio. A majority of the
committee may designate a representative to act for it. In the
event of death or resignation of any member of the committee, the
remaining members shall have full authority to designate a
successor. Neither the members of the committee, nor its
designated representative shall be entitled to any compensation
for services performed pursuant to this covenant. At any time,
the then recorded owners of a majority of the lots shall have the
power through a duly recorded written instrument to change the
membership of the committee or to withdraw from the committee or
restore to it any of its powers and duties.
The committee's approval or disapproval as required in these
-2-
covenants shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. It shall be required that in all new residential construction all single family detached dwellings must have a minimum of a two-car garage. All family units as initially constructed must have a minimum of 1200 square feet of finished living area in a one story dwelling, and multi-level units must have at least 800 square feet on ground level with a total of 1600 square feet of finished living area.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No structure of a temporary character, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. No camping trailer, motor home, boat, storage trailer or the like may be parked for a period of longer than 48 hours in the front of the building set back of any residence. All such vehicles must be stored only in side yards and adequately sheltered, covered or concealed either through landscaping or allowed fencing so as not to be visually offensive to either adjacent neighbor or frontal traffic. No vehicle will be used for living purposes while on the property.

7. No barns or other outbuilding shall be allowed to be erected on any of the lots of this addition without special written approval of the Architectural Control Committee. In
addition, no storage sheds, enclosures, buildings of any kind, wood piles or any obstructions shall be located in the rear yards except within 12 feet from the rear of the main residential structure. Above-ground swimming pools will be prohibited and all in-ground pools along with required fencing and equipment storage must be approved by the Architectural control Committee.

8. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless considered as a "Decorative" fence as determined in writing by the Architectural Control Committee. Other fencing in the remainder of the property shall be of only split or round rail wood fencing type with or without a wire mesh affixed to the interior and said fence. Security fencing other than split or round-rail fencing shall be allowed, provided it does not extend 12 feet beyond the rear of the main residential building.

9. No professional office, business, trade, or commercial activity of any kind shall be conducted in any building or any portion of any lot, block or building site in said subdivision except those incidental to the original sale of each dwelling and lot by the subdivider or its appointed agent. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby protected without the consent in writing of the Architectural Control Committee and the Administrator of the Village of Waterville; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than 6 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

10. No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said
property. Dogs and cats may be kept upon said property, provided that they are not kept, bred, or maintained for any commercial use of purpose.

11. Before any house may be occupied it must be completely finished on the exterior in accordance with plans approved by the Architectural Control Committee; all the yard which is visible from all streets must be planted with grass or have other suitable ground cover, the front of the dwelling must be landscaped, and the driveway surface must be paved with either asphalt or concrete. Public sidewalks must be installed and maintained in conformance with provisions of the Waterville Zoning Code. A reasonable exception to this restriction may be granted for a time limit of up to 120 days by the above committee due to weather conditions or other circumstances beyond the control of either builder or owner.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall be in no way affect any of the other provisions which shall remain in full force and effect.
In witness whereof, the said Victor Crouch, Executive Vice-President and Margarettta R. Laskey, Vice-President of The Fort Lawrence Title and Trust Company, acting in the capacity of Trustee for the owners of VILLAGE FARMS PLAT ONE, LOTS 1-11 have hereunto subscribed their names on this 3 day of December, Nineteen Hundred and Ninety-two.

THE PORT LAWRENCE TITLE AND TRUST CO.

By: ________________
   Victor Crouch
   Executive Vice-President

WITNESSES:

   ________________
   Edward R. Langham
   By: ________________
   Margarettta R. Laskey
   Vice-President

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Victor Crouch, Executive Vice-President and Margarettta R. Laskey, Vice President of the said The Fort Lawrence Title and Trust Company, who acknowledged that he did sign said instrument as such officers of said corporation on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Robert L. Wasserman and Margarettta R. Laskey as such officers, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this 3 day of December, 1992.

____________________
Notary Public

THERESA B. WHETRO
Notary Public, State of Ohio
My Commission Expires 5-30-95

-6-
In witness whereof, the said Gary L. Obenauf, President and John T. Hanifan, Vice-President of The Hanifan-Obenauf Builders, Inc., acting in the capacity of Trustee for the owners of VILLAGE FARMS PLAT ONE, LOTS 1-11 have hereunto subscribed their names on this 31st day of December, Nineteen Hundred and Ninety-Two.

HANIFAN-OBENAUF BUILDERS, INC.

By: ___________________________
    Gary L. Obenauf
    President

By: ___________________________
    John T. Hanifan
    Vice-President

WITNESSES:

Ferdinand Seppal Jr.

TINA D. GOLDBING

STATE OF OHIO  
COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Gary L. Obenauf, President and John T. Hanifan, Vice-President of said Hanifan-Obenauf Builders, Inc., who acknowledged that he did sign said instrument as such officers of said corporation on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Gary L. Obenauf and John T. Hanifan as such officers, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this 13th day of December, 1992.

TINA D. GOLDBING
Notary Public

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JAN 20 1993 12:37 PM
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