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DECLARATION OF PROTECTIVE COVENANTS
FOR
VILLAGE FARMS
PLAT IX

VILLAGE FARMS PLAT TWO, 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:

Commencing at the southeast corner of River Tract 34 (northwest corner of River Tract 35); thence North 00 degrees 04 minutes 39 seconds East 99.00 feet along the west line of River Tract 34 and the East line of Waterbury Plat Three recorded in Volume 80 page 17 Book of Plats and recorded as North 00 degrees 06 minutes 06 seconds West on the west line of Patriot Square Plat Three recorded in Volume 188 page 82 Book of Plats; thence along the northerly line of said Waterbury Plat Three the following five courses to the Point of Beginning; North 89 degrees 55 minutes 21 seconds West 145 feet; North 00 degrees 04 minutes 39 seconds East 27.00 feet; North 89 degrees 55 minutes 21 seconds West 210.00 feet; South 00 degrees 04 minutes 37 seconds West 6.77 feet; South 89 degrees 44 minutes 18 seconds West 18.00 feet; thence continuing along the north line of said Waterbury Plat Three South 89 degrees 44 minutes 23 seconds West 320.00 feet; thence along the easterly line of Village Farms Plat One recorded in Volume 125 page 5 Book of Plats the following five courses: North 00 degrees 04 minutes 39 seconds East 236.03 feet; on a curve to the left having a radius of 1824.40 feet a delta of 00 degrees 33 minutes 47 seconds a tangent of 8.97 feet a chord of 17.93 feet a chord bearing of North 88 degrees 08 minutes 40 seconds West an arc of 17.93 feet North 171.92 feet; North 03 degrees 41 minutes 34 seconds West 282.51 feet; North 00 degrees 23 minutes 23 seconds West 152.69 feet; thence North 89 degrees 36 minutes 37 seconds East 352.38 feet; thence South 03 degrees 08 minutes 54 seconds East 454.94 feet; thence 00 degrees 04 minutes 39 seconds West 232.17 feet; thence on a curve to the right having a radius of 2028.66 feet a delta of 00 degrees 33.
minutes 54 seconds a tangent of 10.01 feet a chord of 20.01 feet a
chord bearing of North 88 degrees 00 minutes 06 seconds West an arc of
20.01 feet; thence South 00 degrees 04 minutes 39 seconds West 158.37
feet to the place of Beginning; containing 6.76 acres of land, more or
less. The bearings are related to Village Farms Plat One.

The following expressed conditions, provisions, and covenants
shall be made a part thereof, with respect to Lots 41-57.

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. 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
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

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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 1600 square feet of finished living area in a one story dwelling, and multi-level units must have at least 1800 square feet on ground level with a total minimum area of 1800 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 frontage 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 no 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 Margaretta R. Laskey, Vice-President of The Port Lawrence Title and Trust Company, acting in the capacity of Trustee for the owners of VILLAGE FARMS PLAT TWO have hereunto subscribed their names on this day of, Nineteen Hundred and Ninety-One.

THE PORT LAWRENCE TITLE AND TRUST CO.

BY:  ___________________________
     Robert L. Wasserman
     Executive Vice-President

Witnesses

BY:  ___________________________
     Margaretta R. Laskey
     Vice-President

STATE OF OHIO )
COUNTY OF LUCAS ) SS.

Before me, a Notary Public in and for said County, personally appeared Robert L. Wasserman, Executive Vice-President and Margaretta 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 and Margaretta R. Laskey as such officers, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of October, 1991.

RECEIVED & RECORDED SEP 26 1991 9:25 PM
SUE RIoux
RECORDER LUCAS COUNTY, OHIO

ANGELA M. YASKOWITZ
Notary Public
Notary Public, c/o Ohio
Key Commission Expires 1-20-94

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