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DECLARATION OF PROTECTIVE COVENANTS

FOR

VILLAGE PARK

PLAT II

VILLAGE PARK - PLAT II, lots 39 thru 64 comprises that part of the north 1/2 of River Tract 35, Town 1, U.S.R., Village of Waterville, Lucas County, Ohio, bounded and described as follows:

Beginning at the southwest corner of said north 1/2 of River Tract 35; thence North 00° 04' 45" West along the west line of said River Tract 35 a distance of 345 feet; thence South 89° 55' 30" East 151.05 feet; thence North 00° 04' 30" East 15 feet; thence South 89° 55' 30" East 969.37 feet to the northwest corner of the plat of Village Park; thence South 00° 04' 30" West along the west line of said plat of Village Park a distance of 360 feet to the South line of said north 1/2 of River Tract 35; and thence North 89° 55' 30" West along said south line of the North 1/2 of River Tract 35 a distance of 1120.08 feet to the place of beginning and containing 9.25 acres of land more or less.

The following expressed conditions, provisions, and covenants shall be made a part thereof.

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 a private 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 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., Waterville, Ohio; Thomas R. Kearney, Waterville, Ohio;
and Janet L. Seipel, 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 record 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 construc-
tion all single family detached dwellings must have a minimum of a
full basement, and a one car garage, or where full basements are not
provided single family detached dwellings must have a two car garage.
In all other residential construction at least one garage parking
per unit shall be provided. In order to clarify what appeared as an
inadequate definition it was recommended that "basement" be redefined
to mean: a full-depth story partly or wholly underground, of floor
area at least equal to one-half of the lot area covered by the basic
outside dimensions of the house, exclusive of garage, normally
unfinished, and not counted as being part of the floor area for basic
living purposes. If not occupied as living quarters it shall not
be included as a story for purposes of height measurements.

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, base-
ment, 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 either in side or rear yard and must not be used for
living purposes while on the property.

7. No barns or other out-buildings shall be allowed to be
erected on any of the lots of this addition without special written
approval of 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.

9. No professional office, business, trade, or commercial
activity of any kind shall be conducted in any building or on 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 administra-
tor 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 or 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 and the driveway surface must be paved with either asphalt or concrete. 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
In witness whereof, the said Ferdinand Seipel, Jr. and Janet L. Seipel, duly elected officers of Seipel Investment Company, being the owner of VILLAGE PARK, lots 39 thru 64 have hereunto subscribed their names; on this 22nd day of January Nineteen Hundred and Seventy-Five.

SEIPEL INVESTMENT COMPANY
Ferdinand Seipel, Jr., Pres.

Two witnesses.  Janet L. Seipel, Sec'y.

Acknowledged January 22" 1975 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record January 28" 1975 at 2:25 P.M., and recorded in Volume 2396 of Mortgages, page 50.