VILLAGE PARK
PLAT III
PHASE 3

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DECLARATION OF PROTECTIVE COVENANTS

FOR

VILLAGE PARK, PLAT III

VILLAGE PARK - PLAT III, Phase Three, Lots 134 thru 181, 201 thru 209, 252 thru 289, and 302 thru 312 comprises that part of River Tracts 34 and 35, Town 1, U.S.R., Village of Waterville, Lucas County, Ohio, bounded and described as follows: Beginning at the southwesterly corner of Village Park Plat Three - Phase Two; thence North 89 degrees 55 minutes 30 seconds West along the northerly line of Village Park Plats One and Two, a distance of 1,217.57 feet; thence North 00 degrees 04 minutes 30 seconds East 220 feet; thence South 89 degrees 55 minutes 30 seconds East 21.02 feet; thence North 00 degrees 05 minutes 51 seconds East 754.22 feet to the south line of Anthony-Wayne School Plat; thence North 89 degrees 55 minutes 07 seconds East along the south line of said Anthony-Wayne School Plat and its extension, a distance of 210 feet to the east line of said Anthony-Wayne School Plat; thence North 00 degrees 05 minutes 51 seconds East along said east line of Anthony-Wayne School Plat, a distance of 666.09 feet to the north line of River Tract 34; thence North 89 degrees 51 minutes 27 seconds East along said north line of River Tract 34, a distance of 997.40 feet to the northwesterly corner of Village Park Plat Three - Phase Two; and thence South 00 degrees 29 minutes 03 seconds West along the westerly line of said Village Park Plat Three - Phase Two, a distance of 1,644.85 feet to the place of beginning; excepting therefrom that part in Sycamore Lane.

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 or two-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 Richard G. Randolf, Toledo, Ohio; John V. Rush, Jr., Toledo, Ohio; Lloyd R. Weaver, Toledo, 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 full basement, and a one car garage, or where full basements are not provided single family detached dwellings must have a two car garage. All family units as initially constructed must have a minimum of 1,200
sq. ft. of finished living area. In all other residential construction, a
least one car 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 adminis-
trator 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 purposes.

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 way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, the said John V. Rush, Jr. and Lloyd R. Weaver, duly elected officers of Landex Corporation, being the owner of VILLAGE PARK lots 134 thru 181, lots 201 thru 209, lots 212 thru 289 and lots 302 thru 312 have hereunto subscribed their names on this 15th day of November, Nineteen Hundred and Seventy-Eight.

STATE OF OHIO
LUCAS COUNTY

Before me, a Notary Public in and for said County, personally appeared John V. Rush, Jr., President and Lloyd R. Weaver, Secretary, of the said Landex Corporation, an Ohio Corporation, who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said corporation and that said instrument is the voluntary act and deed of the said John V. Rush and Lloyd R. Weaver as such officers of said corporation for the uses and purposes therein express.