VILLAGE PARK

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DECLARATION OF PROTECTIVE COVENANTS 
FOR 
VILLAGE PARK

VILLAGE PARK, lots 1 thru 38 comprises that part of the 
north one-half of River Tract 35, Town 1, U.S.R., Village of 
Waterville, Lucas County, Ohio, bounded and described as follows: 
Beginning at the intersection of the south line of said north 
one-half of River Tract 35 and westerly line of the Norfolk and 
Western Railroad; thence North 89°-55'-30" West along said south 
line of the north one-half of River Tract 35 a distance of 1662.39 
feet; thence North 00°-04'-30" East 360.00 feet; thence South 89°-55'- 
30" East 1202.57 feet; thence South 86°-47'-22" East 377.01 feet; 
thence South 77°-57'-00" East 150.00 feet to the westerly line of the 
Norfolk and Western Railroad a distance of 315.00 feet to the place 
of beginning and containing 13.84 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 
two 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, Whitehouse, 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 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. In all other residential construction at 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, 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 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.

7. 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.

8. 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 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.

9. 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.

10. 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.

11. 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., Thomas R. Kearney, and Janet L. Seipel, duly elected officers of Seipel Investment Company, being the owner of VILLAGE PARK, Lots 1 thru 38 have hereunto subscribed their names; on this 6th day of July Nineteen Hundred and Seventy Three.
SEIPEL INVESTMENT COMPANY
Ferdinand Seipel, Jr.
Thomas R. Kearney
Janet L. Seipel

Two witnesses.

Acknowledged July 6th 1973 by all of the above named parties, before a Notary Public, Lucas County, Ohio, (Seal).