WATERBURY
PLAT III

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DECLARATION OF RESTRICTIONS

as to

WATERBURY FLAT III
A Subdivision in the Village of Waterville, Lucas County, Ohio

This Declaration, made and entered into by WATERBURY DEVELOPMENT COMPANY, an Ohio corporation, hereinafter called "Owner", this 25th day of February, 1979.

WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of land, situated in the Village of Waterville, Lucas County, Ohio, hereinafter referred to as "WATERBURY" and described as follows:

Lots 57 through 82, inclusive, in WATERBURY, FLAT III, a Subdivision in the Village of Waterville, Lucas County, Ohio; and

WHEREAS, Owner has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into 26 lots numbered consecutively from 57 through 82;

2. The dedication to public use of certain streets and ways therein; and

3. The reservation of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Waterbury certain easements and rights in, over and to Waterbury and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Waterbury and to impose hereby certain restrictions on such lots in said Waterbury;
NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Waterbury as an architecturally harmonious, artistic, and desirable residence district, Owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Waterbury hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

ARTICLE ONE

Section 1. An Architectural Control Committee consisting of three individuals is hereby established. The initial members of the committee shall be C. J. Yager, Jack Dawson, and Joseph S. Heyman. C. J. Yager and Jack Dawson are appointed by the Owner and may be replaced from time to time by Owner. Joseph S. Heyman is appointed by Port Lawrence Title & Trust Company, Trustee, which owns a mortgage on said real estate, and Joseph S. Heyman may be replaced from time to time by said Trustee. In the event that any member of the committee should die or resign and a successor not be appointed as provided above within six (6) months of such death or resignation, the Waterbury Association hereinafter established may appoint a successor for such individuals.

Section 2. The committee described in Section 1 shall continue to function until construction on all lots in Waterbury has been completed and title to all such lots has been conveyed from Owner to other parties. Upon such completion of construction and conveyance of title, the individuals specified in Section 1, or their successors chosen in accordance with Section 1, shall be deemed to have resigned. The Waterbury Plat III Association, as hereinafter created, shall appoint all three members of the committee and may thereafter replace from time to time any member of such committee. Provided, however, that at any time prior to such completion of construction and conveyance of title for all lots the individuals named in Section 1 may voluntarily resign and turn control of the committee over to the Waterbury Plat III Association by a letter in writing to the Association.
Section 3. No building, driveway, swimming pool, fence, wall or other structure shall be erected or maintained on any lot or parcel, nor shall any change, addition to or alteration therein substantially affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications showing the location of such structure of said lot and grading plans, which plans and specifications have first been approved in writing both as to conformity to external design and as to location on the lot by said Architectural Control Committee; nor shall there by any subdivision, platting, re-platting or change in the location of roads, public walkways of any parcel or lot without approval of the Architectural Control Committee in writing.

Section 4. Owner reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the plat of Waterbury, designated as utility rights-of-way, for the construction, operation and maintenance of electric power and communications lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances; and no building or other structure or any part thereof, shall be erected or maintained upon any part of the property in Waterbury, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 5. Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through under and/or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

Section 6. Owner reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.
Section 7. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines that the building set-back line or lines shown upon the recorded plat of said subdivision, nor nearer to any side line or rear line than shall be determined by Owner in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side or rear lines of said premises shall apply to and include covered porches, verandas, portes cochere, and other similar projections therefrom.

Section 8. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon.

No trees whose diameter exceed seven (7) inches, measuring three feet from the ground, shall be removed without the prior written consent of the Architectural Control Committee, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, driveway, or walks, whose plans have been approved by the Architectural Control Committee, or removal ordered by any state or local governmental agency having jurisdiction thereof.

Section 9. Owner hereby establishes the Waterbury Plat III Association which shall consist of all of the owners of real estate located within Waterbury. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title to a lot is in the name of more than one person, such co-owners acting jointly shall be entitled to but one (1) vote. The Association by a vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations, or bylaws as it may deem advisable for the general welfare of the residents of Waterbury and all parts of said property shall at all times be maintained subject to such rules, regulations, and bylaws. The officers of the Association shall
be elected as provided in the bylaws, shall exercise the powers, discharge the duties, and be vested with the rights conferred by the bylaws and this Declaration upon the Association, except as otherwise specifically provided. Officers of the Waterbury Plat III Association may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The bylaws shall confer upon the President of the Association, or such other officers as they may direct, the specific duty of acting as liaison between the Association and local governmental officials for the purpose of coordinating their efforts in enforcing the restrictive provisions of this Agreement which are of mutual interest.

The bylaws of the Association shall provide for an annual meeting of the Owners' Association on a date specified therein. Special meetings of the Association may be called by owners representing one-third (1/3) of the votes of the Association by giving notice of such meeting through publication in a newspaper of general publication in the area at least three (3) weeks prior to the date of said meeting at a place located within the Waterbury subdivision; a meeting may be called by the President of Waterbury Plat III Association by the giving of notice in a newspaper of general circulation as provided above.

The rules, regulations or bylaws adopted by the Waterbury Plat III Association may be amended at any time by owners representing two-thirds (2/3) of the votes of the Association, at a meeting of the Association called for that purpose.

Section 10. The Waterbury Plat III Association shall have complete responsibility for maintaining the area designated on the plat as "retention basin" (lots 70 through 72). Such responsibility shall include the obligation to maintain the area, to enforce restrictions, rules and regulations regarding the use of the area, approve and implement any modification, repair or maintenance of the drainage system, and assess and collect from owners of Waterbury the funds required for the foregoing. The Waterbury Plat III Association shall be authorized to make assessments against the owners of Waterbury at any meeting called for the purpose of creating or increasing such assessment provided that notice of such meeting, time and place shall have first been published in a newspaper of general circulation in the area on at least three (3) separate occasions and at least three (3) weeks prior to a meeting held and that further
notice shall have been delivered to each occupied residence within Waterbury at least seven (7) days prior to the meeting. All assessments properly made by the Association shall be a lien upon the lot of the assessed owner.

ARTICLE TWO

The following restrictions shall apply to those lots within the area designated on the plat as the "retention basin" consisting of Lots 70 through 72.

Section 1. So long as the area designated on the plat as a retention basin is used for such purposes and until such time as alternate storm sewers have been constructed and are in operation, only grass, shrubbery and trees shall be permitted within the retention basin area and no change of grade or contour of lands shall be permitted in the retention basin area. No buildings, driveways, swimming pool, wall or other structure shall be constructed in the retention basin area and only such fences as will not impede the drainage or flow of water within such area shall be permitted after first being approved by the Architectural Control Committee. No gardens or other tilling of the soil shall be permitted in the retention basin area.

Section 2. As long as the restrictions in this Article Two remain in effect, the Waterbury Plat III Association shall have the right and responsibility to enforce these restrictions and to impose such other rules and regulations as may be reasonably required to carry out the purpose of these restrictions which is to assure the preservation of the area designated as retention basin on the plat.

ARTICLE THREE

The following restrictions shall apply to all lots in Waterbury:

Section 1. Each lot in Waterbury is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

Section 2. No dwelling erected in said Waterbury shall be used
as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. The windows of all dwellings in Waterbury shall be constructed of wood and the design for all mail boxes, which shall be of a "rural" nature, must be approved by the Architectural Control Committee to assure uniformity. All approved structures must be completed by an owner within one (1) year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Owner.

Section 3. No boat, boat trailer, recreational vehicle or truck of any type shall be parked, kept or stored on any lot in Waterbury; provided that a boat, boat trailer, recreational vehicle or truck may be stored in the garage completely hidden from view; and provided further that this restriction shall not prohibit the parking in the driveway of a lot of a truck or van not larger than three quarter (3/4) ton capacity, used by the owner of such lot or a member of his household, primarily as a means of transportation. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Waterbury, except with the approval of the Architectural Control Committee.

Section 4. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas or oil shall, at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street.
without the written consent of the Architectural Control Committee first having been obtained. The right is reserved by Owner to erect advertising signs and displays at entrances to Development until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 5. Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract. The Waterbury Plat III Association shall have the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become a nuisance to the owners or inhabitants of Waterbury.

Section 6. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers or a revolving type not higher than seven feet from the ground. No laundry shall be hung for drying on Sundays or legal holidays; no laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power yard equipment, such as power mowers and power shears, shall be used by anyone on Sundays or legal holidays until after 10:00 A.M.

Section 7. All rubbish, and debris, combustible and non-combustible, and all garbage shall be stored in enclosed containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may from time to time be established by the Waterbury Plat III Association.

Section 8. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of the premises. All lot owners in Waterbury are responsible for the proper care and maintenance of their respective yards including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from sidewalks. This obligation also extends to any portion of a lot lying within the retention basin area. No trash burner, outdoor fireplace,
or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

Section 9. Any tanks for the storage of propane gas or fuel oil shall be located at least ten (10) feet from any lot line and ten (10) feet from any residential dwelling and shall comply with all applicable governmental rules and regulations pertaining thereto.

ARTICLE FOUR

Section 1. Each grantee of Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights, and powers of Owner, created or reserved by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, regardless of how acquired, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Owner, its successors or assigns, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Owner, and Owner or its successors or assigns, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall
supersedes or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be subrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or affect the rest of this Declaration.

Section 5. Owner reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Sections 9, 10 and 11 of Article One and in Article Two hereof.

Section 6. A violation of any of the rules and regulations adopted by Owner or by the Association formed pursuant to Article One hereof, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers retained by Owner shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Waterbury Development Company has caused this Declaration to be signed by its President and Vice-President on the day and year first above written.

WITNESSED:                      WATERBURY DEVELOPMENT COMPANY

______________________________
Roger Foss

By ____________________________
Jack Dawson, President

______________________________
L.G. Foss

______________________________
C. J. Hager, Vice-President

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STATE OF OHIO 
COUNTY OF LUCAS 

Before me, a Notary Public in and for said County, personally appeared
JACK DAWSON and C. J. YAGER of said WATERBURY DEVELOPMENT COMPANY, who acknowledged
that they did sign said instrument as President and Vice-President of said WATER-
BURY DEVELOPMENT COMPANY in behalf of said company and by authority of its Board
of Directors; and that said instrument is the voluntary act and deed of JACK
DAWSON and C. J. YAGER 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 25th day of February, 1979.

Ralph Bragg
Notary Public

This Instrument Prepared By:

Ralph Bragg, Esquire
Spengler, Nathanson, Heyman,
McCarthy & Durfee
935 National Bank Building
Toledo, Ohio 43604
(419) 241-2201

Received for record March 8, 1979 at 3:16 P.M. in
Mortgage Record 79-216D03, Lucas County, Ohio Records.