Crane Creek Place

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12/4/95 PROTECTIVE AREA COVENANTS FOR

CRANE CREEK PLACE, IN THE VILLAGE OF MILLBURY,

LAKE TOWNSHIP, WOOD COUNTY, OHIO

WHEREAS, Reynolds Real Estate Company, an Ohio Corporation; hereinafter referred to as the owner, holds title in fee simple to all of the following described parcels of land situated in the Village of Millbury, Lake Township, Wood County, Ohio, to wit:

Lots numbers one (1) through fifty (50) both inclusive, in Crane Creek Place, a subdivision in Village of Millbury, Lake Township, Wood County, Ohio.

and said parcels will hereafter be referred to as Crane Creek Place.

Whereas, Reynolds Real Estate Company, the owner, desires to establish restrictions upon the manner of use, improvement, and enjoyment of all the above described lots in Crane Creek Place;

Whereas, all lot owners in Crane Creek Place join in said restrictions by consent thereto;

Whereas, Crane Creek Place is a subdivision in the Village of Millbury, Lake Township, Wood County, Ohio, which has been subdivided and laid out into lots with certain streets and ways dedicated to public use, which plat is recorded in Volume _____ at Page ____ of the Plat Records of the Recorder of Wood County, Ohio;

Whereas, it is necessary to impose reasonable restrictions upon the manner of use, improvements, responsibilities and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof described in or referred to in these restrictions, located and situated in Crane Creek Place in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable residential district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

In consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use occupancy and enjoyment of Crane Creek Place as an architecturally harmonious, artistic and desirable residential district, Reynolds Real Estate Company, for itself, its successors and assign, hereby declares and stipulates that the above described lots are of land hereby restricted in accordance with the restrictions herein and hereinafter set forth, and agree that each lot above described in Crane Creek Place hereafter be conveyed by owner, its successors and assigns, subject to these restrictions:

1. These covenants and restrictions are to run with the land and shall be binding on Reynolds Real Estate Company, its successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot described above and shall continue until January 1st, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of the majority of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

Respecting any matter involving these restrictions in which a vote is necessary or proper or for any other purpose contemplated by these restrictions, each lot shall be entitled to one vote and particularly the majority shall be determined by the number of lots entitled to vote for any proposition, amendment or other matter.

2. All lots, subdivisions of lots, and portions of herein described lots in Crane Creek Place shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises as described in these restrictions other than a single residence designed for the use of one family only, and a private detached or attached garage for not more than three cars for the sole use of the occupier of said premises. Location and design of any detached garage must be approved by the Building Committee. Not more than one residence shall be built upon any lot, except that Lot #1 (one), and Lot #30 (thirty), may be used for duplexes or twinplexes (that is for not more than occupancy by two (2) famillies on each of said lots.

3. No noxious or offensive trade or activity shall be carried on in Crane Creek Place nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of lot or lots described herein shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or horse stables cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers, recreational vehicles, or boats (unless said articles are stored within structures) or house trailers, scrap iron, wood building materials, paper glass, junk or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land and house sale office by the developer and those in privity with it) or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the lots herein described for single residential purposes, except Lot #1 (one), and Lot #30 (thirty, for dual residential purposes (that is one duplex or one twinplex for not more than occupancy by two families on each of said lots).

4. No trailer, basement, tent, shack, garage. barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on lots covered hereby. No building erected on said premises shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. The type of residential structure which shall be permitted shall be the conventional two-story house, the story and a half house, the one-floor "ranch type" house and the tri-level house (oftentimes called split-level), except on Lot #1 and Lot #30.
The exterior construction of any and all buildings shall be vinyl, aluminum, brick veneer, stone, wood or if another material it must be of a quality and make approved by the Building Committee.

6. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

7. No so-called "ribbon driveways" shall be permitted and all driveways shall be of solid concrete or asphalt construction with a minimum of nine (9) feet in width.

8. No fence shall be erected or maintained closer to the street than the rear of the house, and on corner lots closer to the building line on the street side, and shall not be erected or maintained until approved by the Building Committee.

9. No building, fence, hedge, wall, walk, satellite receiving equipment or other structure, grading or planting shall be commenced, erected, or maintained nor shall any addition to, or change or alteration therein be made until two (2) sets of the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location of such structure or work to be done, and the grading plan of the plot to be built upon, shall have been submitted to and approved in writing by at least a majority of a Building Committee consisting of Charles J. Reynolds,

Jon F. Strole and Mark C. Reynolds or the survivors of them. One (1) set of writings submitted to the Building Committee may be retained by it. In the event of the resignation, death or failure to act by any Building Committee member, the remaining member or members shall have the power to appoint his successor or successors. The above Building Committee then shall serve until another Building Committee is elected as hereinafter provided. The Building Committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the Building Committee shall have to take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading, and the location of the buildings, fences, hedges, walls, walks or other structures, gradings or planting conform and are harmonious with the existing buildings in said Plat and surrounding territory. In the event such Building Committee shall fail to approve or disapprove such plans, specifications and grading plans within sixty (60) days after the same have been submitted to it, then such approval will not be required, provided however, the design of the structure, size construction and its location on the building site conform to and are in harmony with existing building in Crane Creek Place and the restrictions contained herein. The members of the Building Committee shall not be entitled to any compensation.

10. A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear of each lot described herein and across other space designated on the recorded Plat as an easement right-of-way for utility installations, removal, repairs and maintenance, together with the free right of entry for purposes of maintaining grade and drainage and other lawful and proper purposes. The said Reynolds Real Estate Company, its successors or assigns designated in writing, shall have the right in such spaces therin designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

11. A perpetual easement is dedicated, established, and reserved to the undersigned, its successors and assigns over those portions of each lot described herein which are presently or may hereafter be made part of the drainage system for the plat and which are sometimes called drainage swales, or drainage waterways. Said easement is for the benefit of the entire plat and shall include the right of removal, repair and maintenance together with the free right of entry for maintaining grade and drainage and other lawful and proper purposes. Each lot owner is particularly restricted from impeding, transferring or otherwise affecting water flow and drainage, and in addition the undersigned, its successors, or assigns shall have the right to enter said easement and spaces to remove, repair and maintain drainage without notice to owner. No improvements of any kind are allowed or permitted within the limits of said easements except by the undersigned, its successors and assigns.

12. If any lot owner or tenant thereof, or any other occupant of any lot described in these restrictions in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property described in these restrictions in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, so as to or in order to prevent him or them from so doing, or to seek legal or equitable relief by proper court action to correct any such violation, or to recover damages or other dues or remedies for such violation.

13. When all lots have been sold by the present owner, the Building Committee may appoint successors consisting of the then lot owners and thereafter the Building Committee shall be elected by majority vote of lot owners.

14. A perpetual easement is reserved in and granted to Reynolds Real Estate Company over the part of each lot for purposes of utility installations and maintenance, as shown upon said recorded Plat with the full and unrestricted power to grant rights-of-way and/or easements theron for such purposes to public utility corporations and/or governmental authorities.

15. No permanent or semi-permanent recreation facility (expressly including basketball backboards, or courts, swimming pool, patios and backboards) addition, outbuilding or fence may be erected, constructed or maintained without express written approval by the Building Committee. Violation of this restriction shall allow the Building Committee to come on the premises and dismantle such structure.

16. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Reynolds Real Estate Company, its successors, legal representatives and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots or building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

17. Invalidation of any one of these restrictions or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots numbers one (1) through fifty (50) both inclusive, in Crane Creek Park, a subdivision in the Village of Millbury, Lake Township, Wood County, Ohio.

Reynolds Real Estate Company, as owner, hereby declares and establishes the foregoiung restrictions and covenants and executes the same at Toledo, Ohio this 4th day of December, 1995

Signed, acknowledged,
delivered and witnessed
in the presence of:

Stanley J. Criswell

Linda Anderson

Reynolds Real Estate Company

By Charles J. Reynolds Pres
Charles J. Reynolds, Pres

By Jon F. Strole Secretary
Jon F. Strole, Secretary

STATE OF OHIO)
)ss
LUCAS COUNTY

Before me a Notary Public in and for said County personally appeared Charles J. Reynolds, President and Jon F. Strole, Secretary, of Reynolds Real Estate Company, who acknowledged the he did sign said instrument as such officer of said corporation in behalf of said corporation and by authority of its Board of Directors; that said instrument is the voluntary act and deed of the said Charles J. Reynolds, President, and Jon F. Strole, Secretary, 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 4th day of December Nineteen Hundred and Ninety Five.

Stanley J. Criswell
Notary Public

STANLEY J. CRISWELL
Notary Public - State of Ohio
My Commission Expires June 16, 2000

This instrument prepared by
Reynolds Real Estate Company

AMENDMENT TO PROTECTIVE AREA COVENANTS FOR

CRANE CREEK PLACE. IN THE VILLAGE OF MILLBURY,

LAKE TOWNSHIP, WOOD COUNTY. OHIO

WHEREAS, the Original Protective Area Covenants for Crane Creek Place, a Subdivision in the Village of Millbury. Lake Township, Wood County. were filed by Reynolds Real Estate Company dated December 4th. 1995 in the office of the Recorder of Wood County. Ohio in Volume 706 of Deeds, page 527;

WHEREAS, all of the owners desire to amend said Protective Area Covenants in certain respects,

NOW, THEREFORE, in consideration of these premises, the majority of owners of the lots in this subdivision, at a duly constituted meeting on April 9th. 1996, amended said restrictions as follows:

Article Three of the Restrictions is amended to read as follows:

"3. No noxious or offensive trade or activity shall be carried on in Crane Creek Place nor shall anything be permitted therein which may become an annoyance or nuisance. No part of lot or lots described herein shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or horse stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance. The storage of trailers, travel trailers, recreational vehicles, boats or house trailers by the each owner of above described lots are permitted behind said owner's premises, within the lines of the structure. Nor shall scrap iron, wood building materials, paper, glass, junk or any reclaimed products be permitted therein; nor shall said premises be used for any business, (except the operation of the land and house sale office by the developer and those in privity with it) or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the lots herein described for single residential purposes, except Lot # 1 (one), and Lot # 30 (thirty), for dual residential purposes (that is one duplex or one twinplex for not more than occupancy by two families on each of said lots)."

IN WITNESS WHEREOF, Reynolds Real Estate Company as owners of Lots Numbered 1 thru 22, and Lots 24 thru 50, all inclusive, and Henry C. Freier and F. Maxine Freier, husband and wife, as owners of Lot Number 23, as of this ___ day of April, 1996 have caused this Amendment to the Original Protective Area Covenants to be approved and signed on the day and year first above written.

Signed, Acknowledged and
Delivered in the Presence of:

Stanley J. Criswell
Stanley J. Criswell

D. Linda Anderson
D. Linda Anderson

Reynolds Real Estate Company

by: Charles J. Reynolds, Pres.
Charles J. Reynolds, Pres.

by: Jon F. Strole, Secretary
Jon F. Strole, Secretary

AND

D. Linda Anderson

Stanley J. Criswell

by: Henry C. Freier
Henry C. Freier, Owner lot 23

by: F. Maxine Freier
F. Maxine Freier, Owner 23

STATE OF OHIO)
) SS
COUNTY OF Lucas)

Before me, a Notary Public in and for said county, personally appeared Charles J. Reynolds, President and Jon F. Strole, Secretary, of Reynolds Real Estate Company, and Henry C. Freier and F. Maxine Freier, owners of lot 23, who acknowledge that they did sign said instrument as officers of the corporation and/or individual owners, and that the same is their free 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 15th day of April, 1996.

Notary Public

STANLEY J. CRIS...
Notary Public - State of
My Commission Expires June 12, 2000

This instrument prepared by:
Tam E. Salsberry, Esq.

After Recording please Mail to:
Mr. Charles Reynolds
4808 South Detroit Ave.
Toledo, Ohio 43614

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
April 16 19 96 at 2:55P
Vol. 710 Page 586 Record of Deeds

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SUE KINDER, RECORDER

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