Hoelten Addition
Phase II

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DECLARATION OF RESTRICTIONS FOR HOELTER ADDITION PHASE II

WHEREAS, Michael R. Hoelter and Mary L. Hoelter, husband and wife, and Marilyn J. Woodruff, unmarried (hereinafter collectively referred to as "Developer"), are the owners in fee simple of the following described real estate:

> Lots One (1) through Fifteen (15) of Hoelter Addition Phase II, a Subdivision in the Village of Luckey, Wood County, Ohio, as recorded in Plat Volume 21, Page 758 and Page 763, of the Plat Records of Wood County, Ohio.

WHEREAS, Developer, in order to establish restrictions upon the manner and use, improvement and enjoyment of the lots described above, which will make said lots more attractive for residential purposes to the benefit of the owners, Developer and future owners, desires to execute this Declaration of Restrictions;

NOW THEREFORE, Developer, in consideration of the enhancement of the value of the lots described above, by reason of the adoption of restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner of a portion of any of said described lots for the owner, for the Developer, for themselves and their successors and assigns, hereby declare, covenant and stipulate that all lots included in the above described premises known as Hoelter Addition Phase II in the Village of Luckey, Wood County, Ohio, shall be deemed sold, conveyed or transferred by Developer, or Developer's successors and assigns, subject to the following covenants, conditions, agreements and restrictions which shall run with the land, to wit:

SECTION 1: The described lots in Hoelter Addition Phase II shall be known and described as residential parcels and shall be used and occupied solely for private residential purposes by a single family and no other than one single family private residence purpose building (hereinafter referred to as "Dwelling") shall be erected, placed or suffered to remain on any lot, and no part of any lot shall be used for any nonresidential purpose except as otherwise provided herein, or as specifically permitted by the provisions hereof.

SECTION 2: Developer reserves unto themselves, their heirs, successors and assigns the sole and exclusive right to grant consents for easements and rights-of-way in, through, under, and/or over those portions of each of the front, rear and sides of each lot as shown on the plat of Hoelter Addition Phase II, designated as utility easements for the construction, operation and maintenance of electric lines, lights, telephone and telegraph poles, lines and conduits, sanitary and storm sewers or any other public utility facilities, together with the necessary or proper incidents and appurtenances thereto. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

SECTION 3: Developer reserves unto themselves, their heirs, successors and assigns, the sole and exclusive right to establish grades and slopes on all lots in Hoelter Addition Phase II, and to fix the grade of which any Dwelling shall hereafter be erected or placed thereon so that the same may conform to the general plan of the development. The established drainage flow on any lot shall not be altered by anyone other than the maintaining authority.

SECTION 4: No Dwelling or any addition thereto or alterations thereof, shall be erected, reconstructed, placed or suffered to remain on any lot of Hoelter Addition Phase II unless, or until the size, location, type, style of architecture, use, materials and construction thereof, and the exterior color scheme thereof, the grading plan of the lot, including the grade elevations of said

Dwelling, a plot plan showing the proposed location of said Dwelling upon any lot and the plans, specifications and details of said Dwelling shall have been approved in writing by Developer, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no Dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot of Hoelter Addition Phase II.

SECTION 5: No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain upon any part of a lot in Hoelter Addition Phase II nearer than thirty-five (35) feet from the front or street line or lines, nor nearer than twenty-five (25) from the rear line, nor nearer then ten (10) feet from the side line of a lot. This restriction as to the distances at which said Dwelling shall be placed from the front, side and rear lines of said lots shall apply to and include porches, verandas and other similar projections of said Dwelling. The building set back lines established herein are shown on the recorded plat.

SECTION 6: No Dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot in Hoelter Addition Phase II having a floor area, excluding garage, porches and basements, of less than 1500 square feet. No Dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises unless in addition to the floor area above specified and required, said Dwelling shall include an attached two (2) car garage.

SECTION 7: No Dwelling erected in Hoelter Addition Phase II shall be used as a residence until the exterior thereof has been completed as specified and called for in the detail plans and specifications thereof. No sod, dirt or gravel other than incident to construction of approved structures shall be removed from said lot without the approval of Developer.

SECTION 8: Each lot in Hoelter Addition Phase II shall be neatly maintained by owner from the time of purchase. All rubbish an debris, combustible and noncombustible, and all garbage shall be stored, maintained and disposed of in a neat orderly manner and condition.

SECTION 9: The location, grade and slope, of any and all driveways shall be established as approved by Developer in writing at the time of approval of the plans and specifications for said Dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Hoelter Addition Phase II, except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and their approval thereof endorsed thereon in writing. All driveways shall be paved either with concrete, blacktop or similar material as approved by Developer.

SECTION 10: Upon any owner's commencement of the construction of any dwelling on the lot purchased by such owners, said construction, including the completion of the structures, landscaping, lawn and driveway, must be completed within twelve (12) months of the date of commencement.

SECTION 11: Each grantee of a lot in Hoelter Addition Phase II, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdictional rights and powers of Developer created or reserved by this Declaration or by plat or deed restrictions 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 as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

SECTION 12: These covenants and restrictions shall run with the land and shall be binding upon the owners of any lot in Hoelter

Addition Phase II, for a period of ten (10) years from and after the date hereof at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless earlier terminated as provided for herein. These covenants and restrictions may be amended within the initial ten (10) year period with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Hoelter Addition Phase II, which amendments shall become effective from and after the filing of the same with the Recorder of Deeds, Wood County, Ohio, of the instrument setting forth the amendments and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated at the end of the initial ten (10) year period or may be amended or terminated thereafter with the written approval of the owners of not less than two-thirds (2/3) of the lots in Hoelter Addition Phase II, upon the filing of an instrument as aforesaid with the Recorder of Deeds, Wood County, Ohio.

SECTION 13: No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof no matter how many breaches may occur.

SECTION 14: The invalidity of any restriction hereby imposed or any provision shall not impair or effect in any manner the validity, enforceability or effect of the remaining restrictions and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 21st day of November, 1995.

Leeny Blecke

Peggy A. Rentz

Jerome A. Carpenter

Michael R. Hoelter, Developer

Mary L. Hoelter, Developer

Marilyn J. Woodruff, Developer

STATE OF OHIO)
) ss.
COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this 21st day of November, 1995 by Michael R. Hoelter, Mary L. Hoelter and Marilyn J. Woodruff, being all the parties, and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wood County, Ohio this 21st day of November, 1995.

JEROME A. CARPENTER
Notary Public, State of Ohio
My Commission Expires March 11, 1997

Notary Public

This instrument prepared by: MITCHELL, STEARNS & HAMMER
329 North Main Street
Bowling Green, Ohio 43402

3 pg.

JEROME A. CARPENTER
Notary Public, State of Ohio
My Commission Expires March 11, 1997

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
NOV 29 1995 at 10:10 A
Vol. 706 Page 281 Record of DEED
22.00
SUE KINDER, RECORDER

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HAMMER, TEET, & STEARNS

SUPPLEMENTAL RESTRICTION
FOR HOELTER ADDITION PHASE II

Vol: 720 Pg: 723

WHEREAS, Michael R. Hoelter and Mary L. Hoelter, husband and wife, and Marilyn J. Woodruff, unmarried (hereinafter collectively referred to as "Developer"), are the owners in fee simple of the following described real estate:

> Lots Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Eleven (11) of Hoelter Addition Phase II, a Subdivision in the Village of Luckey, Wood County, Ohio, as recorded in Plat Volume 21, Page 758 and Page 763, of the Plat Records of Wood County, Ohio.

WHEREAS, Developer, in order to establish restrictions upon the manner and use, improvement and enjoyment of the lots described above, which will make said lots more attractive for residential purposes to the benefit of the owners, Developer and future owners, desires to execute this Supplemental Restriction;

NOW THEREFORE, Developer, in consideration of the enhancement of the value of the lots described above, by reason of the adoption of restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner of a portion of any of said described lots for the owner, for the Developer, for themselves and their successors and assigns, hereby declare, covenant and stipulate that lots Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Eleven (11) included of Hoelter Addition Phase II shall be deemed sold, conveyed or transferred by Developer, or Developer's successors and assigns, subject to the following supplemental restriction which shall run with the land, to wit:

SECTION 1: No fence, hedge wall or other enclosure of any kind for any purpose shall be erected, placed or suffered to remain upon said lots without first obtaining the written consent of the Developer as to the type, height, width, color, upkeeping and the general appearance pertaining thereto.

SECTION 2: This restriction shall run with the land and shall be binding upon the owners of lots Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Eleven (11) in Hoelter Addition Phase II, for a period of ten (10) years from and after the date hereof at which time the restriction shall be automatically extended for successive periods of ten (10) years unless earlier terminated as provided for herein. This restriction may be amended within the initial ten (10) year period with the written approval of all the owners of lots Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Eleven (11) in Hoelter Addition Phase II, which amendment shall become effective from and after the filing of the same with the Recorder of Deeds, Wood County, Ohio, of the instrument setting forth the amendment and signed by all approving lot owners with the formalities required by law. This restriction may be terminated at the end of the initial ten (10) year period or may be amended or terminated thereafter with the written approval of all the owners of lots Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Eleven (11) in Hoelter Addition Phase II, upon the filing of an instrument as aforesaid with the Recorder of Deeds, Wood County, Ohio.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the 6th day of February, 1997.

Thomas E. Teet

Annette M. Teet

Michael R. Hoelter, Developer

Mary L. Hoelter, Developer

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THOMAS E. TEET

ANNETTE M. TEET

Marilyn J. Woodruff by Michael Hoelter

Marilyn J. Woodruff, Developer P.O.A.

By Michael R. Hoelter her Attorney in Fact

STATE OF OHIO)
) ss.
COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this 6th day of Feb, 1997 by Michael R. Hoelter, Mary L. Hoelter and Marilyn J. Woodruff* being all the parties, and the same is their free act and deed. *By Michael R. Hoelter her Attorney in Fact.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wood County, Ohio this 6th day of February, 1997.

THOMAS E. TEET, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date-Section 147.03 R.C.

Notary Public

NOTARIAL SEAL

This instrument prepared by: MITCHELL, STEARNS & HAMMER
112 E. Oak Street
Bowling Green, Ohio 43402

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
Feb 7 19 97 at 9:10 A
Vol. 720 Page 723 Record of Deeds

Sue Kinder
SUE KINDER, RECORDER $14.00

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HAMMER, TEET, & STEARNS