Quail Hollow Estates
Plat IX

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Vol: 728 Pg: 352

DECLARATION OF RESTRICTIONS

AS TO

QUAIL HOLLOW ESTATES PLATS 9 & 10

A SUBDIVISION IN THE CITY OF BOWLING GREEN

WOOD COUNTY, OHIO

WHEREAS, DOLD DEVELOPMENT CO., a Corporation in the State of Ohio, hereinafter referred to as "Developer", with its principal place of business as 26610 Eckel Rd., Perrysburg, Ohio 43551 is the owner of the following described property:

> Lots Six Thousand Four Hundred Forty One (6441) through Six Thousand Four Hundred Sixty Six (6466) all inclusive, in QUAIL HOLLOW ESTATES PLATS 9 & 10, a Subdivision in the City of Bowling Green, Wood County, Ohio;

and,

WHEREAS, Dold Development Co. desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of QUAIL HOLLOW ESTATES Plats 9 & 10, certain easements, and rights in, over and to QUAIL HOLLOW ESTATES Plats 9 & 10 and certain restrictions ("Declaration" or "Restrictions") with respect to the use thereof.

NOW THEREFORE, Dold Development Co. as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

ARTICLE 1 SECTION 1: No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, locations, type, style of architecture, use the materials of construction thereof, and the color scheme therefore, the grading

plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed locations of said dwelling upon said premises and the plans, specifications and details of said dwelling shall have been approved in writing by Dold Development Co., its successors, or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Dold Development Co., and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

ARTICLE 1 SECTION 2: No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the builder, supervisor, or consultant that will be in charge of the construction, has been approved in writing by Dold Development Co.

ARTICLE 1 SECTION 3: All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

ARTICLE 1 SECTION 4: No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines that the building set-back line or lines shown upon the Plat of said Subdivision, nor nearer to any side line or rear line than shall be determined by Dold Development Co. in writing at the time of the approval of the plans and specifications of said dwelling. This restriction as to the distance at which said dwelling house shall be placed from the

front, side and rear lines of said premises shall apply to and include porches, verandahs, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and use in conjunction therewith may include one (1) lot or part of one (1), two (2), or more lots delineated on the recorded Plat of QUAIL HOLLOW ESTATES PLATS 9 & 10, but only with the written consent of Dold Development Co. Dold Development Co. may require dwellings to be erected farther from the street than the building set-back line or lines.

ARTICLE 1 SECTION 5: No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, the garage entrance shall have been first approved in writing by Dold Development Co., and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Dold Development Co., and no garage except as conforms to said plans, specifications and details shall be erected, preconstructed, placed, or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

ARTICLE 1 SECTION 6: All dwellings shall have overhangs of not less than twelve (12) inches, and windows made of wood or vinyl (exterior of which may be clad in aluminum or vinyl). All dwellings shall have roofs with pitches no less than five (5) inches per one (1) foot. This minimum roof pitch will be maintained on all areas of all roofs, on the home, garage, and porches.

ARTICLE 1 SECTION 7: The locations of any and all driveways shall be determined by Dold Development Co. in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as determined in writing by Dold Development Co. Complete specifications for construction of driveways shall be submitted to Dold Development Co. and its approval thereof endorsed thereon in writing.

ARTICLE 1 SECTION 8: No portion of the within described premises nearer to any roadway than the building set-back line or lines shown upon the Plats of said Subdivision shall be used for any purpose other than that of a 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, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly

objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a play set be erected, placed or suffered to remain upon said premises until the written consent of Dold Development Co. shall having been first obtained therefore, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. The size and the construction of such signs will be approved by Dold Development Co., its successors, and assigns.

ARTICLE 1 SECTION 9: In connection with the provisions contained in all of the above Sections, it is hereby provided that if, in the opinion of Dold Development Co., by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said Section would work a hardship, Dold Development Co. may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

ARTICLE 1 SECTION 10: Dold Development Co. reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all roadways, now existing or hereafter

established, upon which any portion of said premises may now or hereafter front or abut.

ARTICLE 1 SECTION 11: Dold Development Co. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plats of QUAIL HOLLOW ESTATES Plats 9 & 10 designed as utility rights of way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper 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 QUAIL HOLLOW ESTATES Plats 9 & 10 over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

ARTICLE 1 SECTION 12: No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at 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, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Dold Development Co. and all necessary public authorities and Dold Development Co. approves the location and other specifications in writing);

nor shall the premises be used in any way or 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 shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Dold Development Co. first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Dold Development Co. to erect small structures and place signs on any unsold lot or improvements thereon.

ARTICLE 1 SECTION 13: No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Dold Development Co. reserves 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 and not becoming a nuisance to the owners or inhabitants of QUAIL HOLLOW ESTATES Plats 9 & 10.

ARTICLE 1 SECTION 14: No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so called), shall be parked, stored or suffered to remain upon said premises or in the streets within QUAIL HOLLOW ESTATES Plats 9 & 10. All vehicles must be parked on and within the boundaries of the paved driveway or in the alternative within the approved garage enclosure. No vehicles

under repair, in storage, or incapable of being operated shall be permitted on the premises.

ARTICLE 1 SECTION 15: No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises. No television towers, satellite dishes, or towers for any purposes shall be permitted on the premises except that satellite dishes with a diameter of 18 inches or less may be permitted if the location and design is approved by Dold Development Co.

ARTICLE 1 SECTION 16: No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches, for example, a baby pool.

ARTICLE 1 SECTION 17: Dold Development Co. reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

ARTICLE 1 SECTION 18: All dwellings shall be equipped with a "rustic cedar" mailbox (so called) approved by the United States Postal Service.

ARTICLE 1 SECTION 19: It shall be a requirement that sidewalks, as approved by the City of Bowling Green, be installed and constructed as a part of each lot. Each lot owner shall be required to install such sidewalk within six (6) months from the date of purchase and closing of the lot or at the time of

construction of the residence dwelling whichever time or event first occurs. If any violation of this section shall occur, then Dold Development Co. shall have the right, without notice to the lot owner, to cause said sidewalk to be constructed at the sole cost and expense of the lot owner and the expense shall include construction costs plus fifteen (15) percent as and for contracting, supervision and other related costs of Dold Development Co.

ARTICLE 1 SECTION 20: It shall be a requirement that Trees, as approved by the City of Bowling Green, be installed and planted as a part of each lot. Each lot owner shall be required to pay Dold Development Co. a Two Hundred Dollar handling fee for the planting of each required tree. Dold Development Co. will plant these trees as required by the City of Bowling Green within six months after occupancy of each lot. The responsibility of said tree or trees will be the owner of the lot, and to the replacement of tree or trees if necessary.

ARTICLE 1 SECTION 21: All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained on containers, entirely within the garage or basement. In no event shall any rubbish, debris or containers be visible from any street. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Dold Development Co.

ARTICLE 1 SECTION 22: Dold Development Co. reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter

the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Dold Development Co. and Dold Development Co. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Dold Development Co. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefore or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Dold Development Co. shall at any and all times have the right to enforce the same.

ARTICLE 1 SECTION 23: No grantee or successor in title shall subdivide or convey less than the whole or any lot without first obtaining the written consent of Dold Development Co.

ARTICLE 1 SECTION 24: In all instances where plans and specifications are required to be submitted to and are approved by Dold Development Co., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

ARTICLE 1 SECTION 25: Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Dold Development Co., any such approval, designation, determination, modification, consent or any other

such action shall be valid if accomplished by persons authorized to sign Deeds on behalf of Dold Development Co., or its assigns.

ARTICLE TWO

ARTICLE 2 SECTION 1: At any time after the sale of all of the lots in QUAIL HOLLOW ESTATES Plats 9 & 10, Dold Development Co. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "QUAIL HOLLOW ESTATES Plats 9 & 10 Property Owners' Association" ("Association") or a name similar thereto, and upon the formation of such Association, every Owner (meaning a full building site) shall become a member therein and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by that person, persons, or it; provided however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

ARTICLE 2 SECTION 2: The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE 2 SECTION 3: The Property Owners' Association, by vote of a majority of the Trustees or Board elected by the Association, shall establish dues and the right to enforce non-payment of dues by way of liens, if deemed necessary, and such dues will be assessable against each lot, for the maintenance of

the common areas that are within QUAIL HOLLOW ESTATES Plats 9 & 10, for the maintenance of the lawns, shrubs and signs, and all matters regarding common areas, including but not limited to the retainage pond and fences. The Association shall at all times maintain insurance coverage sufficient for liabilities which may be associated with the common areas, including the retainage pond.

ARTICLE 2 SECTION 4: Upon the sale of all lots in this subdivision, Dold Development Co. may, by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, liabilities, obligations, privileges and powers herein retained by the said Dold Development Co. which said assignment shall be recorded in the Office of the Recorder of Deeds of Wood County, Ohio. At the time of the recording of such assignment, the Property Owners' Association shall be responsible for, have the benefits and burdens of, all matters in the development in these Restrictions.

ARTICLE THREE

ARTICLE 3 SECTION 1: Each grantee of Dold Development Co., by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, obligations and the jurisdiction rights, and powers of Dold Development Co., its successors or assigns, created or reserved by this Declaration of Restrictions or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions, burdens and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, 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 Dold Development Co. or its successors or assigns, or the Association, 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, and Dold Development Co. or its successors and/or assigns, or the Association, 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; or (c) to lien and lot and enforce such liens in accordance with the law and these Restrictions.

ARTICLE 3 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 supersede or in any way reduce the security or affect the validity of any such mortgage of 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, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a

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 to be purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

ARTICLE 3 SECTION 3: No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

ARTICLE 3 SECTION 4: The invalidity of any restriction 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 effect of the rest of this Declaration.

ARTICLE 3 SECTION 5: Dold Development Co. reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 9 of Article One hereof.

ARTICLE 3 SECTION 6: A violation of any of the rules and regulations adopted by Dold Development Co. or by the Association shall be deemed a violation of this Declaration and may be enjoined as herein provided, and Dold Development Co. or the association, will be compensated for reasonable attorney fees and time spent pursuing legal remedy by the aforementioned party.

ARTICLE 3 SECTION 7: The rights, privileges and powers herein retained by Dold Development Co. shall be assignable to, and shall inure to the benefit of their successors and assigns.

ARTICLE 3 SECTION 8: These restrictions and covenants as herein set forth shall remain in full force and effect until the year January 1, 2014 and thereafter shall automatically be renewed and extended for a period of ten years and every other then-year period following the same, unless the then owners of two-thirds (2/3rds) of the lots in said QUAIL HOLLOW ESTATES Plats 9 & 10, join and file for record in the Recorder's Office of Wood County, Ohio, a statement and desire to terminate the restrictions. Said statement shall be prepared in recordable form according to the provisions of the Ohio Revised Code.

Witness our hands this 9th day of October , 1997 .

Signed and acknowledged
in the presence of:

Donald L. R. Cogan

Jeremy N. Powder

Jeremy N. Powder

Donald L. R. Cogan

Dold Development Co.
by:

William H. Dold, President

Mary Lou Dold, Secretary

STATE OF OHIO)
) SS
COUNTY OF WOOD)

The foregoing restrictions were acknowledged before me this 9th day of October , 1997 by Dold Development Co., a Corporation by William H. Dold, President and Mary Lou Dold, Secretary.

Jeremy N. Powder
Notary Public

JEREMY N. POWDER
Notary Public, State of Ohio
My Commission Expires May 8, 2000

This instrument prepared by:
Dold Development Co.

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RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
Oct 9 19 97 at 12:10 P
Vol. 728 Page 352 Record of Deed

Sue Kinder $70.00
SUE KINDER, RECORDER