Rivercrest
Plat IV

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DECLARATION OF RESTRICTIONS

Whereas, Mitchell Development Company, an Ohio corporation, hereinafter called "Developer", is the owner of lots 80 through 90 inclusive, being all the lots in Rivercrest Plat 4, a subdivision in the City of Perrysburg, Wood County, Ohio, designated on a plat of said subdivision recorded in Volume 21, Pages 393, of the Wood County, Ohio Plat Records; and

WHEREAS, it is desired to develop Rivercrest Subdivision Plat 4 as an attractive and pleasant subdivision to the benefit of future owners of lots therein and other residents of the City of Perrysburg and for such purpose to establish restrictions and an Architectural Control Committee.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof, and to afford purchaser protection in the use and occupancy thereof for the purpose of which the same are designated, and to provide a uniform plan for the improvement, development, use, occupancy and enjoyment of said Rivercrest Subdivision Plat 4 as an architecturally harmonious, artistic and desirable subdivision, the Developer, its respective successors and assigns, hereby stipulates and declare that each lot and parcel in said Rivercrest Subdivision Plat 4 shall hereafter be conveyed by it and its successors and assigns subject to the restrictions hereinafter set forth:

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements, including, but not limited to residential dwellings, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, must be submitted for examination and approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so

that the Architectural Control Committee may retain a true copy thereof for rentention with its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns is filed for record with the Wood County, Ohio Recorder.

2. The lots located within Rivercrest Subdivision Plat 4 shall be used for such purposes as are permitted by present zoning of the City of Perrysburg. No lot shall be used for any purpose not presently permitted by the zoning of the City of Perrysburg without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

3. All single family dwellings shall have an attached or an integral garage with space for not less than two (2) automobiles.

4. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subidivison as a whole and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

5. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in

paragraph 1 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than shall be required by the appropriate zoning and building requirements of the City of Perrysburg.

6. 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 or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

7. No trailer, basement, tent, shack, garage, barn, house, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1 above.

8. No clotheslines shall be located on any lot except for a removable folding umbrella type.

9. Any truck, motorcycle, boat, bus, tent, house, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

10. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, or glass, or any reclamation products or material except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee and its successors and assigns.

11. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

12. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffer to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

13. Television antennas shall be attached to the exterior of any residence and shall not extend more than four (4) feet above the ridge line of any residence. No towers or satelite dishes will be permitted.

14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision may be located above ground.

15. The Architectural Control Committee shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions to enter the property upon which such violation is deemed by it to exist and to summarily abate and remove at the expense of the owner thereof the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be reason thereof be guilty in any manner of trespass for such entry, abatement or removal or liable for damages by reason thereof to any person whomsoever. Any failure to enforce these restricitons shall not be deemed a waiver thereof or any acquiescence in or consent to any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship,

the Architectural Control Committee may permit a variation which will in its judgment be in keeping with the maintenance of this subdivision as a desirable subdivision.

16. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

17. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

18. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

19. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions to prevent him or them from so doing to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

20. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

21. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and

their heirs, executors, administrators, successors and assigns until December 31, 2001, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument in writing and consenting to their termination in whole or in part shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

22. Only the lots contained in said Rivercrest Subdivision Plat 4 shall be subject to and bound by the restrictions, covenants and conditions set out in this instrument, and none of said provisions shall in any manner affect or be operative in respect of any other lands of the Owner or its successors or assigns.

23. The Architectural Control Committee shall be responsible for the reasonable and proper maintenance of any open space, landscaped areas and "easement areas" described above which may be located in said Rivercrest Subdivision Plat 4. Some of these areas may be outside the confines of Plat 4 but are part of the total Rivercrest Subdivision. Said responsibility covers areas in other plats and eventually all the plats in Rivercrest would be joined by one Homeowner's Association to maintain these open spaces. The Architectural Control Committee will be empowered to levy, assess and collect an amount not to exceed Fifty Dollars ($50.00) per year from each and every lot owner in Rivercrest Plat 4 as necessary for the carrying out of its responsibilities under this paragraph as well as the other provisions of this Declaration of Restrictions; and provided further that said limit of Fifty Dollars ($50.00) for the annual assessment may be increased in proportion to any increase in the Consumer Price Index of the Bureau of Labor Statistics from the base period of February 1988. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Wood County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate.

24. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee, may be assigned or transferred to any one

or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

25. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

IN WITNESS WHEREOF, Mitchell Development Company has caused this instrument to be executed by their respective duly authorized representatives on this 6th day of July, 1988.

Signed and delivered
in the presence of:

Barbara A. Smith

Eugene T. Oatley

MITCHELL DEVELOPMENT COMPANY

By Wm. C. Mitchell, Pres.

STATE OF OHIO)
SS
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 6th day of July 1988 by William C. Mitchell, the President of Mitchell Development Company, an Ohio Corporation.

Pamela A. Fruth
Notary Public
PAMELA A. FRUTH
Notary Public, State of Ohio
My Commission Expires May 15, 1990

This instrument was prepared by:
William C. Mitchell
3150 Republic Boulevard, North
Toledo, Ohio 43615

07014

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received and Recorded
July 13 1988 at 11:12 A.M. in
Vol. 630 Page 1052 Record of Deed
Sue Kinder
SUE KINDER, RECORDER

Bill Hartleff