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DECLARATION OF RESTRICTIONS

AS TO SHAWNEE TRACE PLAT 1.

A SUBDIVISION IN THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO

This Declaration of Restrictions made and entered into by Shawnee Trace Development Company, an Ohio Corporation, this 8th day of November, 1995.

WHEREAS, Shawnee Trace Development Company, an Ohio corporation, hereinafter called "Developer", is the owner of lots 1 through 39 inclusive, being all the lots in Shawnee Trace Subdivision Plat 1, a subdivision in the City of Perrysburg, Wood County, Ohio, designated on a plat of said subdivision recorded in Volume 21, Page 757, of the Wood County, Ohio Plat Records; and

WHEREAS, it is desired to develop Shawnee Trace Subdivision Plat 1 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 Shawnee Trace Subdivision Plat 1 as an architecturally harmonious, artistic and

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desirable subdivision, the Developer, its respective successors and assigns, hereby stipulate and declare that each lot and parcel in said Shawnee Trace Subdivision Plat 1 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 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 retention with its records.

2. (A) The lots located within Shawnee Trace Subdivision Plat 1 shall be used for such purposes as are permitted by present zoning of the City of Ferrysburg. No lot shall be

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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.

(B) Each lot in Shawnee Trace Subdivision Plat 1 is designated as a residential lot. All lots shall contain single-family dwellings with not less than two-car attached garages. Each dwelling shall contain a minimum of 1,600 square feet of floor areas with a ground floor area of 1,000 feet in addition to the garage which shall contain a minimum of 440 square feet. 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.

3. All dwellings shall have an integral garage with space for not less than two (2) or more than four (4) automobiles. Such dwelling shall be used and occupied solely and exclusively for private residence purpose by a single family and such family's servants.

4. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in

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mind the development of said 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 subdivision as a whole and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

5. All structures or any part thereof, including a fence, hedge, wall, tree house or child's play house, garden house, yard storage buildings or other enclosure shall first have been approved as provided in paragraph 1 above, said structure shall not be erected, placed or maintained on any lot nearer to the lot line 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. No structures shall be permitted in the front yard nearer to the street than the platted building line. No fence shall be permitted in the front yard, nor shall any fence exceed 42 inches in height, unless expressly approved by

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the Architectural Control Committee.

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 devise shall be maintained or used as a residence, temporary 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. (A) Except for a total of two dogs and cats maintained as household pets, no exotic animals, reptiles, rabbits, horses, pigs or poultry of any kind, character or species shall be kept or maintained upon, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract.

(B) 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 devise, if temporarily placed or stored on any said lot, shall

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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

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maintaining of vegetables and grains thereon.

12. Each lot owner herein shall plant a minimum of one (1) ornamental or shade tree of such species as designated by the Developer in conformity with the approved "tree scape plan". No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, 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. Exterior television antennas shall not be allowed so long as cablevision is available to the subdivision. No towers of any description or satellite dishes will be permitted without the review and approval of the Architectural conditions as it deems necessary for the application as it deems appropriate in its sole and absolute discretion.

14. No basketball hoops or backboards shall be located in the front yard or side yards without the written approval of the developer regarding the style, size, placement and design thereof.

15. 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 subdivisions may be located above ground.

16. Each lot owner shall be responsible for the cost of installation of any and all sidewalks required to be installed by county, city and/or township authorities. All such

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sidewalks shall be installed prior to occupancy of any residence constructed upon the lot

17. No above ground swimming pool shall be installed on any lot. No in ground swimming pool shall be installed until the plans, specifications and a plot plan showing the design, construction and location of the swimming pool has been approved in writing by the Architectural Control Committee.

18. Mail boxes and/or paper delivery boxes shall be of uniform appearance and shall be of a design and style approved by the Architectural Control Committee. The owner of each residential lot shall maintain the mailbox and/or paper delivery box of similar type look and quality.

19. Exposed portions of foundations shall have brick look patterns embossed in the concrete, or brick veneer.

20. 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 determined 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 by 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

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restrictions 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.

21. 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 general plans submitted to and approved by the Architectural Control Committee.

22. 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

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garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

23. 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.

24. 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.

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

26. 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,

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2004, 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 two-thirds (2/3) of the lots.

27. Only the lots contained in said Shawnee Trace Subdivision Plat I 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,

28. 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 Shawnee Trace Subdivision Plat 1. Some of these areas may be outside the confines of Plat I but are part of the total Shawnee Trace Subdivision. Said responsibility covers areas in other plats and eventually all the plats in Shawnee Trace Subdivision 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 for each and every lot owner in Plat I as necessary for the carrying out of its responsibilities under this paragraph as well as the other provisions of this

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Declaration of Restrictions; and provided 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 as published nearest to date hereof. 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.

29. 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 transferee shall join for the purpose of evidencing in 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

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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 the instrument reference is made to said Architect Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

30. 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 THEREOF, Shawnee Trace Development Company has caused this instrument to be executed by its duly authorized representative on this 13TH day of November, 1995.

Signed and delivered
in the presence of:

SHAWNEE TRACE DEVELOPMENT COMPANY

Nancy R. Hinkle
NANCY R. HINKLE
Margaret R. Fuener
MARGARET R. FUENER

By *Thomas G. Martin*
Thomas G. Martin,
President

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STATE OF OHIO, COUNTY OF WOOD, ss:

The foregoing Instrument was acknowledged before me this
13th day of Nov., 1995 by Thomas G. Martin,
 President of Shawnee Trace Development Company, and Ohio
 Corporation as fully and duly empowered by said corporation.

Nancy J. Shingledecker
 Notary Public

NANCY J. SHINGLEDECKER
 Notary Public, State of Ohio
 My Commission Expires Nov. 11, 1998

INSTRUMENT PREPARED BY PHILIP DAVIS, ATTORNEY

015589

RECORDERS OFFICE, WOOD COUNTY, OHIO
 Received and Recorded 95
Nov 13 1995 at 10:10 A
 Vol. 705 Page 860 Record of Deed
Sue Kinder
 SUE KINDER, RECORDER \$62.00

14

Shawnee Trace Development
 606 E. Boundary St
 Piquetteburg OH 43551

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DECLARATION OF RESTRICTIONS

AS TO SHAWNEE TRACE PLAT 2.

A SUBDIVISION IN THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO

This Declaration of Restrictions made and entered into by Shawnee Trace Development Company, an Ohio Corporation, this 10TH day of OCTOBER, 1996.

WHEREAS, Shawnee Trace Development Company, an Ohio corporation, hereinafter called "Developer", is the owner of lots 40 through 76 inclusive, being all the lots in Shawnee Trace Subdivision Plat 2, a subdivision in the City of Perrysburg, Wood County, Ohio, designated on a plat of said subdivision recorded in Volume 22, Page 58, of the Wood County, Ohio Plat Records; and

WHEREAS, it is desired to develop Shawnee Trace Subdivision Plat 2 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 Shawnee Trace Subdivision Plat 2 as an architecturally harmonious, artistic and

Re-recorded to correct recording order

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desirable subdivision, the Developer, its respective successors and assigns, hereby stipulate and declare that each lot and parcel in said Shawnee Trace Subdivision Plat 2 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 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 retention with its records.

2. (A) The lots located within Shawnee Trace Subdivision Plat 2 shall be used for such purposes as are permitted by present zoning of the City of Perrysburg. No lot shall be

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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.

(B) Each lot in Shawnee Trace Subdivision Plat 2 is designated as a residential lot. All lots shall contain single-family dwellings with not less than two-car attached garages. Each dwelling shall contain a minimum of 1,600 square feet of floor areas with a ground floor area of 1,000 feet in addition to the garage which shall contain a minimum of 440 square feet. 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.

3. All dwellings shall have an integral garage with space for not less than two (2) or more than four (4) automobiles. Such dwelling shall be used and occupied solely and exclusively for private residence purpose by a single family and such family's servants.

4. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in

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mind the development of said 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 subdivision as a whole and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

5. All structures or any part thereof, including a fence, hedge, wall, tree house or child's play house, garden house, yard storage buildings or other enclosure shall first have been approved as provided in paragraph 1 above, said structure shall not be erected, placed or maintained on any lot nearer to the lot line 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. No structures shall be permitted in the front yard nearer to the street than the platted building line. No fence shall be permitted in the front yard, nor shall any fence exceed 42 inches in height, unless expressly approved by

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the Architectural Control Committee.

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 devise shall be maintained or used as a residence, temporary 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. (A) Except for a total of two dogs and cats maintained as household pets, no exotic animals, reptiles, rabbits, horses, pigs or poultry of any kind, character or species shall be kept or maintained upon, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract.

(B) 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 devise, if temporarily placed or stored on any said lot, shall

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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

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maintaining of vegetables and grains thereon.

12. Each lot owner herein shall plant a minimum of one (1) ornamental or shade tree of such species as designated by the Developer in conformity with the approved "tree scape plan". No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, 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. Exterior television antennas shall not be allowed so long as cablevision is available to the subdivision. No towers of any description or satellite dishes will be permitted without the review and approval of the Architectural conditions as it deems necessary for the application as it deems appropriate in its sole and absolute discretion.

14. No basketball hoops or backboards shall be located in the front yard or side yards without the written approval of the developer regarding the style, size, placement and design thereof.

15. 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 subdivisions may be located above ground.

16. Each lot owner shall be responsible for the cost of installation of any and all sidewalks required to be installed by county, city and/or township authorities. All such

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sidewalks shall be installed prior to occupancy of any residence constructed upon the lot

17. No above ground swimming pool shall be installed on any lot. No in ground swimming pool shall be installed until the plans, specifications and a plot plan showing the design, construction and location of the swimming pool has been approved in writing by the Architectural Control Committee.

18. Mail boxes and/or paper delivery boxes shall be of uniform appearance and shall be of a design and style approved by the Architectural Control Committee. The owner of each residential lot shall maintain the mailbox and/or paper delivery box of similar type look and quality.

19. Exposed portions of foundations shall have brick look patterns embossed in the concrete, or brick veneer.

20. 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 determined 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 by 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

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restrictions 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.

21. 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 general plans submitted to and approved by the Architectural Control Committee.

22. 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

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garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

23. 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.

24. 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.

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

26. 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,

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2004, 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 two-thirds (2/3) of the lots.

27. Only the lots contained in said Shawnee Trace Subdivision Plat 2 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,

28. 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 Shawnee Trace Subdivision Plat 2. Some of these areas may be outside the confines of Plat 2 but are part of the total Shawnee Trace Subdivision. Said responsibility covers areas in other plats and eventually all the plats in Shawnee Trace Subdivision 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 for each and every lot owner in Plat 2 as necessary for the carrying out of its responsibilities under this paragraph as well as the other provisions of this

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Declaration of Restrictions; and provided 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 as published nearest to date hereof. 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.

29. 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 transferee shall join for the purpose of evidencing in 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

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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 the instrument reference is made to said Architect Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

30. 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 THEREOF, Shawnee Trace Development Company has caused this instrument to be executed by its duly authorized representative on this 21 day of OCTOBER, 1996.

Signed and delivered: SHAWNEE TRACE DEVELOPMENT COMPANY
in the presence of:

Veronica Fish
VERONICA FISH
Heyward Herbert
HEYWARD HERBERT

By *Thomas G. Martin*
Thomas G. Martin,
President

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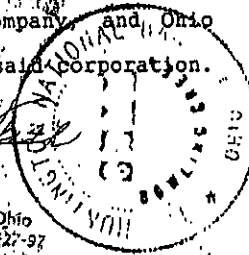
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STATE OF OHIO, COUNTY OF WOOD, ss:

The foregoing Instrument was acknowledged before me this
21 day of OCTOBER, 1996 by Thomas G. Martin,
President of Shawnee Trace Development Company, and Ohio
Corporation as fully and duly empowered by said corporation.

Notary Public

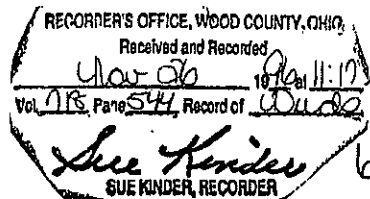
VERONICA FISH
Notary Public, State of Ohio
My Commission Expires 12-27-97



THIS DOCUMENT PREPARED BY PHILIP C. DAVIS,
ATTORNEY AT LAW

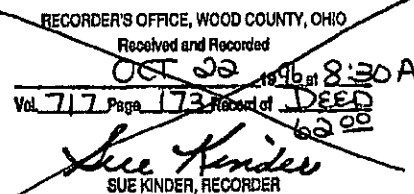
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THOMAS MARTIN
SHAWNEE TRACE DEVELOPMENT CO
606 E. BOUNDARY
REYSBURG, OH 43051
(614) 440-2400