AMARA ESTATES

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

DECLARATION OF RESTRICTIONS
AS TO AMARA ESTATES
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

Port Lawrence Title & Trust Co., Trustee, a corporation organized and existing under the laws of the State of Ohio, (hereinafter designated as "Trustee"), has caused to be duly laid out, approved, adopted and recorded in Volume 77, Page 15, of the Plat Records in the Office of the County Recorder of Lucas County, Ohio, a certain plat designated as AMARA ESTATES, a Subdivision in the City of Toledo, Lucas County, Ohio, (consisting of Lots 1 thru 8, both inclusive and hereinafter designated as "AMARA"). Trustee is now the owner of all the lots in said Plat and proposed to adopt restrictions as to the use thereof in order to preserve said addition as a desirable single-family residential district. These restrictions constitute a general plan applicable to the development and use of said plat and Lots 1 thru 8 thereof, and shall run with the land for the benefit of Trustee and all subsequent owners of lots in said plat, and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be and are as follows:

ARTICLE I
General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a single-family residence.

4. The word "plot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The words "side yard" as used in this Declaration of Restrictions are intended to mean a yard between a building and the side line of the plot on which the building is located, and extending from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot and the side of said building or any projections thereof.

7. Trustee shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

8. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of Trustee, its successors or assigns.

9. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the privisions hereof, no matter how many violations or breaches may occur.

10. If, in the opinion of Trustee, the shape of, dimensions, number of structures or topography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Trustee may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

ARTICLE II

Use of Land

1. Except as otherwise provided, in these restrictions, all the land in AMARA ESTATES shall be used solely and exclusively for single-family residence purposes only. There shall be erected no multiple-dwelling type buildings, nor shall any single-family residence be remodeled into a dwelling containing two or more apartments. Upon each plot there shall be erected no more than one single-family residence.

2. Any structure or building erected or maintained upon any of said plots shall be a single-family residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such single-family residence building. No basement, trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any lot.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be

utilized if the quality is good and approved by Trustee. If materials other than stone, brick, lumber or aluminum (except for basements and interior walls) are proposed to be used, the same must be approved in writing by Trustee, its successors and assigns, for which provision is hereinafter made.

4. No structure, or building, or part thereof, (including porches, verandas, porte'-cochere' or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on the recorded plat of AMARA ESTATES, or as set forth hereafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Trustee, as hereinafter provided.

5. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said plots except in the rear yards, and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one such dryer may be used for each dwelling house. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power shears and similar equipment, shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to 9:00 A.M. and after 6:00 P.M. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

9. 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 a garage or the basement of a dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Trustee.

ARTICLE III

Approval of Plans

1. Trustee, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to, fences, swimming pools, signs, walls, automobile driveways), painting and other details of the improvements of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Trustee 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 times and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by Trustee or by its successors or assigns, evidencing the fact that such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder.

2. No structure or building, swimming pool, fence, hedge, wall or enclosure of any kind shall be erected or maintained upon any of said plots unless and until there has been filed with Trustee complete plans and specifications for such structure or building, completely showing, among other things, its location upon the plot,

materials of which it is to be constructed, the type and style of architecture, the grading of the plot, including the grade elevations of the structure or building, the location of driveways or walks, and all other information which Trustee may require or request. No building shall be started or grading of the plot undertaken or other work done upon the premises until the written approval of Trustee has been secured therefor.

3. Trustee reserves the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or place thereon, so that the same may conform to a general plan for the development and use of said AMARA ESTATES.

4. In all instances where plans and specifications are required to be submitted to and are approved by Trustee, if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

Trustee reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements, and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities on, over, below, or under all of the areas designated as "buffer lot" or "utility easement," or with words of similar import on said plat of AMARA ESTATES and along and upon all highways now existing or hereafter established and abutting all the plots in said AMARA ESTATES. Trustee also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the

plots in said AMARA ESTATES from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement," "sewer easement" or with words of similar import upon said recorded plat of AMARA ESTATES. The term "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

ARTICLE V

Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners, or other successors and assigns, and all land in said AMARA ESTATES until the first day of July, 1999, after which time said covenants shall be automatically extended for successive periods of ten years each unless by vote of the majority of the record owners of the area in said addition, it is agreed to change said restrictions in whole or in part. The said restriction changes shall become effective from and after the time an instrument in writing, executed by the record owners of the majority of the area in said AMARA ESTATES with the formalities then required by the State of Ohio for the execution of deeds, setting forth the changes so agreed upon, if filed for record with the Lucas County, Ohio Recorder.

ARTICLE VI

Right to Enforce

1. In the event of any violation of breach of any of these restrictions or failure to conform thereto, Trustee, its successors

and assigns, is granted the right to abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Trustee shall be assignable and shall inure to the benefit of the successors and assigns of Trustee.

Two Witnesses.

Acknowledged May 15, 1978 by said PORT LAWRENCE TITLE & TRUST CO. by said John A. Laskey, President, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 15, 1978 at 1:49 P.M. in Mortgage Record 78-496A04, Lucas County, Ohio Records.