AUBRYS ADDITION TO ELMHURST PARK SUBDIVISION

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7.0 Plats I, II & III Thos. S. Aubrip Addn

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DECLARATION OF RESTRICTIONS FOR PLATS I, II AND III OF THOS. S. AUBRY'S ADDITION TO ELMHURST PARK SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

WHEREAS, the undersigned, R. G. Dunbar, Inc., an Ohio Corporation, is the owner of certain real estate located in Section 17, Town 9 south, Range 7 east, in Washington Township, Lucas County, Ohio; and

WHEREAS, said Owner has caused said real estate to be laid out in lots, being numbered 1 through 102, both inclusive, and being designated as Plats I, II and III of Thos. S. Aubry's Addition to Elmhurst Park Subdivision in Washington Township, Lucas County, Ohio, all with certain streets or ways dedicated or to be dedicated to public use, all in accordance with the original plats filed or to be filed in the Office of the Recorder of Lucas County, Ohio; and

WHEREAS, it is necessary and desirable, and will be beneficial to the future owners of all of the lots above mentioned, to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said properties, which shall affect all of the properties and shall become binding upon all present and future owners of said properties and shall run with the land, all as more fully hereinafter stated;

NOW, THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Thos. S. Aubry's Addition to Elmhurst Park Subdivision Plats I, II and III as an architecturally harmonious and desirable residential district, and to continue, maintain and perpetuate said Thos S. Aubry's Addition to Elmhurst Park Subdivision Plats I, II and III in its entirety as originally planned for the maintenance of property values of residences to be hereafter constructed therein, in consideration of the premises, the undersigned, as owner of all the lots in said Thos.

S. Aubry's Addition to Elmhurst Park Subdivision, Plats I to III, both inclusive, as now or hereafter constituted, for itself, its successors and assigns, for the regulation and protection of every person, his heirs, executors, administrators, legal representatives and/or assigns who now is, or shall in the future be, the owner, occupant or tenant of any interest in and to any lot, lots or part thereof, in the improvement, development, use, occupancy and enjoyment of said property, in Thos. S. Aubry's Addition to Elmhurst Park Subdivision, Plats I to III, both inclusive, by the execution and recording of this indenture of restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said Thos. S. Aubry's Addition to Elmhurst Park Subdivision, Plats I to III, both inclusive, in Washington Township, Lucas County, Ohio, and being the real estate above described, for the period, to the extent, and in the manner following, to-wit:

(a) These restrictions shall become effective as to each respective Plat I through III, both inclusive, upon the recording of this indenture with the recorder of Lucas County, Ohio, and upon recording of each respective plat with said Recorder.

(b) The restrictions hereinafter set forth shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 1980, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further 10 year period and for successive 10 year periods thereafter upon the written approval or written agreement of 2/3 of the lot owners in Thos. S. Aubry's Addition to Elmhurst Park Subdivision, Plats I through III both inclusive.

(c) All lots shall be known and described as residential

lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a dwelling one-story in height and designed for a one-family dwelling, excepting on lots 14 through 17, both inclusive, of Plat I, and lots 46 through 57, both inclusive, of Plat II, which may contain two-family dwellings not exceeding two-stories in height, and excepting on lots 74 through 102, both inclusive, of Plat III, which may contain one family tri-level dwellings not exceeding two stories in height, subject to the provisions of paragraph (i) hereof. Each lot may also contain a private garage or carport which shall be attached to said dwelling, excepting on lots 14 through 17, both inclusive, and on lots 46 through 57, both inclusive, whereon the garage may be detached from said dwelling.

(d) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback line as shown on the recorded plat wherein such lot is situated, nor nearer than five (5) feet to any side lot line.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area thereof shall be not less than 1000 square feet, exclusive of porches or breezeways.

(f) Except a dwelling erected upon a lot as delineated by the record plat, the ownership of which lot is in one owner at the time of the erection of said dwelling, no dwelling shall be erected or placed on any lot having an area of less than 7200 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

(h) There shall not be erected, permitted or maintained on any lot any stable, cattle yard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry,

hogs, pigeons, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(i) To assure a harmonious plan of development which will inure to the benefit of every property owner in said tract, no building, dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such building, dwelling or other structure, which shall be submitted to R. G. Dunbar, Inc., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance. Unless such plans and specifications or any part thereof shall have been disapproved in writing within 30 days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after R. G. Dunbar, Inc. has conveyed 100% of the lots in Thos. S. Aubry's Addition to Elmhurst Park Subdivision, Plats I through III, both inclusive; said committee to be selected by the owners of a majority of said lots in said subdivision. Said committee shall consist of three members, each of whom shall be the owners in fee simple of property in one of the plats herein referred to. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority by which they are elected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee. The said R. G. Dunbar, Inc. may, by designation in writing, assign its rights herein in this paragraph (i) contained to a corporation, person, partnership or committee.

(j) No fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building setback line of any lot, nor shall any fence or wall be erected on any lot without prior written approval being obtained in the manner provided in paragraph (i) hereof.

(k) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(l) A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear 5 feet of each lot and across other spaces designated on the recorded plat as an easement right-of-way for utility installation, removal, repairs and maintenance. The said R. G. Dunbar, Inc., its successors or assigns designated in writing, shall have the right in such spaces herein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without noticeto any owner.

(m) If any lot owner or tenant thereof, or any other occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

(n) If any restriction hereinabove set forth should be held invalid, unenforceable, or otherwise inoperative in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

In Witness Whereof, the undersigned has hereunto caused its corporate name and seal to be affixed, and this Declaration of Restrictions to be executed by Roger G. Dunbar, its President, and Dora R. Dunbar, its Secretary, being duly authorized in the premises, this 15th day of October, 1956.

(seal)

R. G. Dunbar, Inc.

By: R. G. Dunbar, President
Dora R. Dunbar, Secretary

Two witnesses.

Acknowledged October 15, 1956 by said Company, by said Officers, before a Notary Public, Lucas County, Ohio (seal).

Received for record October 16, 1956 and recorded in Volume 1816 of Mortgages, page 4.