FUNK'S POINT PLACE ADDITION

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RESTRICTIONS ON FUNK'S POINT PLACE ADDITION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO.

The following restrictions shall apply to all lots in Funk's Point Place Addition in the City of Toledo, Lucas County, Ohio, and the purchase of any lot in said Addition shall be subject to the following restrictions as though fully rewritten in every deed by which one of the lots in this Addition, which run from One to Twenty-two inclusive, is conveyed which constitute a conveyance between the grantor and the grantee of said lots, their heirs, executors, administrators and assigns for the benefit of said grantor their heirs and assigns and shall apply to every other person who shall or may become the owner or have any title derived immediately or remotely from, through or under, the grantor their successors and assigns to any lot or parcel of land situated in said Addition, as follows:

1. Said premises shall be used exclusively for residence purposes.

2. There shall not be erected, placed or suffered to remain on said premises any building or structure whatever other than one private dwelling house, designed and intended for the occupancy of one family only, with garage and/or other outbuildings appurtenant thereto, excepting only lots 1 and 22, which may be used for two family dwellings and such dwelling houses, garages and/or other outbuildings shall be constructed, erected, placed, located and/or maintained only pursuant to and in accordance with, all and singular the covenants and agreements of the grantee herein contained and not otherwise.

3. Any dwelling house erected on these premises shall be of one or one and one-half story construction excepting only, lots 1 and 22, which may be two family dwellings, and the size thereof exclusive of garage and porches, etc. shall not be less than 900 sq. ft. on the first floor.

4. No part of such dwelling house, exclusive of open porches shall be erected, placed or suffered to remain on said premises within 35 feet of the street or highway on which said premises front, nor within 5 feet of either side line of said premises, excepting where building line is 25 feet set back.

5. No fence, wall or hedges of any kind or for any purpose shall be erected, placed or suffered to remain on said premises within 35 feet of the street or highway on which said premises front. Planters and decorations may be installed up to 4 feet in front of homes.

6. No barn or stable and/or no billboard, sign or advertising device of any kind other than a "for sale" or "for rent" sign, shall be erected, placed or suffered to remain on said premises.

7. No garage or other building shall be erected, placed or suffered to remain on said premises within 35 feet of the street or highway excepting that on lots number 8 to 17 inclusive, said buildings may be erected within 25 feet of the street or highway on which said premises front, nor without the written consent of the owner thereof, within 3 feet of the side line of any contiguous premises.

8. No intoxicating liquor shall be manufactured or sold on said premises.

9. Said premises shall not be used for any purpose or in any way which mayendanger the health or unreasonably disturb the quiet

of any occupant of adjacent or neighboring premises.

10. Said premises shall not be used for boarding house, rooming house, fraternity house, sorority house, boarding school, hotel, apartment, school, hospital, sanitarium or dance hall purposes, or for any other purpose whatsoever other than private residence purposes. The intent of this covenant is that said premises shall be used exclusively for private residence purposes, and for no other purpose whatsoever whether of the kind specified in this paragraph or otherwise, the enumeration herein of certain prohibited uses of said premises being in addition to, and not exclusive of, any use thereof other than for purely private residence purposes.

11. No owner of this property shall keep on the premises more than two dogs or two cats and such animals so kept shall be confined to the owners property and not permitted to run at large.

12. This property shall be maintained for residence purposes only and no business of any kind shall be conducted on the premises.

13. This lot is sold with the understanding and agreement that no residence or building shall be erected on the same excepting by James E. Funk or a building company designated by him.

14. No trailers or vehicles of any kind, including trucks and any machinery of any type, shall be parked on these premises excepting only passenger automobiles for the use and benefit of tenants of said property and their guests.

15. No nuisance of any kind or nature shall be permitted on these premises and all toilet facilities shall be maintained within the house or garage when such garage is attached to the house.

16. The several covenants and agreements hereinbefore contained in paragraphs numbered from 1 to 15 inclusive, shall run with

the land and shall be binding upon every purchaser of any of the lots in said Addition, hereby conveyed and shall be binding upon the grantee, his heirs and assigns as though fully rewritten in each deed until the 10th day of November 1980.

(Signed) Lois E. Funk,

Two witnesses. James Funk.

Acknowledged October 2, 1956 before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 3, 1956 at 11:15 A. M., and recorded in Volume 1814 of Mortgages, page 84.