MAPLE GROVE 2ND EXTENSION

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DECLARATION OF RESTRICTIONS

WHEREAS, M. L. WILSON BUILDER, INC., hereinafter called "Owner" is the holder of the legal title to the following described real estate, to wit:

Lot numbers seventy-two (72) through eighty-five (85) in MAPLE GROVE, SECOND EXTENSION, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinabove described is now owned by them, and subject to which the lots aforesaid are to be conveyed by them, respectively.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of said property and to afford purchasers thereof due and ample protection in the use and occupancy of the same and to provide a general plan of development of said lots in said subdivision designed to make the same more attractive for the purchasers thereof, the undersigned Owner does hereby declare and stipulate that each of the lots in said subdivision is made and shall be held, subject to the following restrictions, covenants and conditions, to wit:

1. The covenants and conditions herein set forth shall run with the land and shall be binding on the undersigned and all persons claiming under or through the undersigned for a period of 25 years from the date hereof and continuing thereafter unless and until any proposed change shall have been approved in writing by the Owners of the legal title to a majority of said lots.

2. No building, wall, garage, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing ground or grade elevation, nature, kind, shape, type, material, color scheme and location of such structure on the lot, which have been submitted and approved

in writing thereon by any one member of the Architectural Committee, said Committee shall consist of officers of M. L. Wilson Builder, Inc. When 75% or more of the lots have been sold then said lot owners shall select a committee except as to lots retained by M. L. Wilson Builder, Inc.; neither members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. Lots in said Subdivision shall be used for resident purposes only and no structure, other than a dwelling and a private garage, which garage may be attached to or separate from the dwelling, of not more than two and one-half (2 1/2) car in size, shall be erected, altered or placed on said lots.

4. No dwelling shall be erected or permitted upon any of said lots which contains a finished living area, exclusive of open porches and garages of less than 800 square feet.

5. No structure of a temporary character, trailer, shack, basement, garage, tent, barn or other outbuilding shall be used at any time on any of said lots as a residence, temporarily or permanently.

6. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building setback line shown on the recorded plat.

7. If the owners of any of the lots in said subdivision, their heirs and assignes shall violate any of the covenants herein contained, it shall be lawful for any person, firm or corporation having any interest in any part of the lots herein described to take necessary proceedings at law or equity to abate or injoin such violation and to recover damages therefore. Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the M. L. WILSON BUILDER, INC., has caused its corporate name to be subscribed and by its duly authorized officers this 13th day of December, 1973.

M. L. WILSON BUILDER, INC.

By M. L. Wilson, President

Two witnesses.

Acknowledged December 13, 1973 in Lucas County, Ohio, by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, State of Ohio, (Seal).

Received for record March 27, 1974 at 10:05 A.M., and recorded in Volume 2823 of Mortgages, page 290.