POINSETTA PARK

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DECLARATION OF RESTRICTIONS

WHEREAS, Robert Wm. McDole and Eleanor D. McDole are the owners of all the following described real estate, to wit:

Lots number one (1) thru thrity (30) in POINSETTA PARK, a Subdivision in the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, the Owners in order to establish a general plan for the development of said subdivision, designed to make the said subdivision more attractive and to protect owners of said lots in the enjoyment of their use, and in consideration of the enhancement in value thereof, does hereby declare and stipulate that the above described real estate now owned by them shall hereafter be conveyed subject to the restrictions hereafter set forth.

1. Now, therefore, Lots 1 through 30, both inclusive, in Poinsetta Park, shall hereafter be conveyed subject to the restrictions set forth below.

A. LAND USE AND BUILDING TYPE. No lot shall be used other than for single family residential purposes. Such residential buildings may include attached garages or detached garages which conform architecturally. No building located on these lots shall exceed 2 stories in height without the specific waiver and approval by the Architectural Control Committee.

B. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat. All or some buildings may be located behind such set back lines shown on recorded plat if the Architectural Control Committee hereinafter designated deems is desirable. No building shall be located nearer to the rear lot line than shall be determined by such Architectural Control Committee.

C. ARCHITECTURAL CONTROL. No residential building, swimming pool, fence, hedge, wall, grading or other structure or facility shall be commenced, erected or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot which affects the exterior appearances thereof until the plans and specifications therefore, showing, to the extent

applicable, the nature, kind, shape, height, grade, garage location and style, parking facilities, driveway location, color scheme, architectural style, and location of such structure or work to be done and grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, the shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the side upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property. The Architectural Control Committee shall set all building grades and all maximum heights.

2. Now, therefore, lots number 1 through 30, both inclusive, in Poinsetta Park shall hereafter be conveyed subject to the following:

A. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

B. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Robert Wm. McDole and Eleanor D. McDole. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. If at any time a committee fails to exist by reason of the death and/or resignation of both committee members without the appointment of a successor or successors a new committee may be elected by the owners of a majority of the lots in Poinsetta Park effective upon the filing for record of a written instrument signed by such owners designating such committee member.

All plans and specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee

at the residence address of any member in Lucas County, Ohio. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

The members of this Committee shall serve without compensation.

C. No liquor, whether spirituous, vinous or fermented, shall be sold or allowed to be sold on said premises.

D. Said premises shall not be used or be permitted to be used for any business purposes or purpose, and no noxious, or offensive activity shall be carried on upon any part of said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

E. No ornamental fence, hedge or wall shall exceed six (6) feet in height.

F. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

G. Other than two (2) dogs, two (2) cats and two (2) birds maintained within the dwelling the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said lots.

H. All driveways shall be constructed of blacktop materials, or of a material colored black so as to blend with the other blacktop driveways.

I. Said premises shall not be used for the storage of automobiles, trailer, scrap, scrap iron, wood, building material, except that during the period a building is being erected upon any such lot, building materials may be stored thereon. However, any building material not incorporated in said building within ninety (90) days after its delivery to such lot shall be removed therefrom. Structures must be substantially completed by an owner with six (6) months of the date of the beginning of construction.

J. Each lot owner, 1 through 30 inclusive, shall, not later than 11-10-79, construct or cause to be constructed on his property, a sidewalk conforming to the regulations of the City of

Toledo and then in effect upon failure of the lot owner to so construct, Robert Wm. McDole and/or Eleanor D. McDole have a right to come onto or about the premises and so construct a sidewalk and the cost of the same shall be a charge against said real property and/or the owners thereof and Robert Wm. McDole and/or Eleanor D. McDole shall have a right to file a lien against the property for the cost of construction of said sidewalk.

4. Invalidation of any of the restrictions and covenants herein, by judgment, court order or otherwise shall in nowise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on the parties and all persons claiming under them for a period of thirty years from the date the covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants, in whole or in part.

(Signed) Robert Wm. McDole

Eleanor D. McDole

Two witnesses.

Acknowledged August 8, 1977 by the above parties, before a Notary Public, Lucas County, Ohio (Seal).

Received for record August 9, 1977 at 2:36 P.M. in Mortgage Record 77-887E07, Lucas County, Ohio Records.