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 EASEMENTS, COVENANTS AND RESTRICTIONS

As to the Cedar Estates, Plat I, 
A subdivision in the City of Toledo, 
Lucas County, Ohio

This Declaration, made and entered into by PORT 
LAWRENCE TITLE & TRUST COMPANY, Trustee, an Ohio corporation, 
this 6th day of August, 1983.

WHEREAS, Port Lawrence Title & Trust Company, Trustee, 
Inc. is the owner of the following described real estate, situated 
in the City of Toledo, Lucas County, Ohio, viz:

Lots Numbers 1 through 4 inclusive in Cedar 
Estates, Plat I, a subdivision in the City of 
Toledo, Lucas County, Ohio

all of which real estate is hereinafter for convenience referred 
to as "Cedar Estates", and desires to develop thereon a retail 
and office complex;

WHEREAS, Port Lawrence Title & Trust Company, Trustee, 
Inc. desires to provide for the preservation of the values and 
amenities in said complex and desires to subject the real estate 
for its own benefit and for the benefit of all future owners or 
occupants of any part of Cedar Estates to certain easements and 
rights in, over and to Cedar Estates, hereinafter set forth and 
referred to as "Restrictions," with respect to the use thereof;

NOW, THEREFORE, in consideration of these premises and 
of the enhancement in value of Cedar Estates, and to afford 
purchasers protection in the use and occupancy thereof, for the 
purposes of which the same are designated, and to provide a
general plan for the improvement, development, use, occupancy and
enjoyment of Cedar Estates as an architecturally harmonious,
artistic and desirable retail and office complex, Fort Lawrence
Title & Trust Company, Trustee, as owner of such real estate and
for the purposes aforesaid, hereby declares and stipulates that
each lot in Cedar Estates hereafter will be sold, conveyed or
transferred subject to the following covenants, conditions,
agreements and restrictions:

ARTICLE ONE

Definitions

Section 1. The following words when used in this Declaration or
any supplement hereeto (unless the context shall prohibit) shall
have the following meanings:

(a) "ASSOCIATION" shall mean Cedar Estates
Property Owners Association, or a name
similar thereto as provided for in ARTICLE
THREE, hereof.

(b) "DECLARATION" shall mean this Declaration of
Easements, Covenants and Restrictions and
shall include without limitation all eas-
ements, restrictions, covenants, conditions
and agreements referred to herein.

(c) "DEVELOPER" shall mean and refer to Jesse
James Development Co., and any successor to
all or substantially all of the business of
developing Cedar Estates.

(d) "UNIT" shall mean and refer to any portion of
a multi-use building situated upon the lot,
designed and intended for use and occupancy
as a retail store or office by an owner or
occupant.

(e) "LOT" shall mean and refer to any lot desig-
nated on the recorded plat of Cedar Estates,
Plat I, improved or unimproved, on which a
structure may be located.

(f) "MULTI-UNIT STRUCTURE" shall mean and refer
to any building structured on the lot
(g) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or multi-unit structure which is a part of Cedar Estates, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. In the case of any lot subjected to the regime of Section 5311 of the Ohio Revised Code, the Condominium Owners' Association established for such lot shall be deemed to be the owner hereunder.

(h) "STRUCTURE" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, garage, carport, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot more than six (6) inches from that existing at the time of purchase by an owner.

ARTICLE TWO

Section 1. No structure or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot unless or until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said structure, the plot/site plan showing the proposed location of said structure upon said
lot and the plans, specifications and details of said structure shall have been approved in writing by the Developer and a true copy of said plans, specification and details shall have been lodged permanently with the Developer and no structure except such as conforms to said plot/site plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said lot.

Section 2. No alteration shall be made in the location, height, or exterior design of any structure erected, permitted or maintained upon any lot after once established, unless written approval of such alteration shall have first been obtained from the Developer. No addition to any buildings shall be erected or maintained upon any lot after once established unless written approval of such addition shall have first been obtained from the Developer.

Section 3. No structure shall be erected, reconstructed, placed or suffered to remain upon said lot nearer to the front or street line or lines than the building setback line or lines shown upon the plat of Cedar Estates, nor nearer to any side line or rear line than shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said structure.

Section 4. The location of any and all driveways and parking areas shall be and remain as now established by the plat of Cedar Estates, Plat 1, upon said lots, or, if not now established, as shall be determined by the Developer, in writing at the time of the approval of the plans and specifications for said structure. No driveway and parking areas shall be located, relocated or
suffered to remain upon Cedar Estates except as now located or
determined in writing by the Developer. Complete specifications
for construction of driveway and parking areas shall be submitted
to the Developer and approval thereof shall be endorsed thereon
in writing.

Section 5. No portion of Cedar Estates nearer to any highway
than the building set-back line or lines shown upon the recorded
plat of Cedar Estates shall be used for any purpose other than
that of a lawn; nothing herein contained, however, shall be
construed as preventing the use of such portion of Cedar Estates
for walks (and drives and parking if otherwise permitted), the
planting of trees or shrubbery, the growing of flowers or orna-
mental plants, or for the purpose of beautifying the premises,
but no vegetables, so-called, nor grains of the ordinary garden
or field variety shall be grown upon such portion thereof; and no
weeds, underbrush or other unsightly growths, shall be permitted
to grow or remain anywhere upon Cedar Estates, and no unsightly
objects shall be allowed to be placed or suffered to remain
anywhere thereon. No fence, hedge, wall or enclosure of any
kind, for any purposes, shall be erected, placed or suffered to
remain upon any lot without a written consent of the Developer
having been first obtained therefor. Any such fence, hedge, wall
or enclosure shall be subject to the terms and conditions of such
consent as to its type, height, width, color, upkeep and any
general conditions pertaining thereto that said consent may name.

Section 6. Developer reserves the exclusive right to grant or
cause grants for consents for the construction, operation and
maintenance of electric light, telephone, telegraph and cable
vision poles, lines and conduits, and for water, gas and sewer
pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all highways now existing or hereafter established, upon which any lot or portion thereof of said lot may now or hereafter front or abut.

Section 7. Developer reserves a perpetual easement in, through, under, on and/or over those areas designated on the plat of Cedar Estates, as Easement, Utility Easement, Driveway Easement, Sanitary Sewer Easement, No Access Easement or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision poles, lines and conduits, and for water, gas and sanitary or storm sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, for driveways and sidewalks for ingress and egress purposes to lots within Cedar Estates and for parking areas within Cedar Estates; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Cedar Estates, over or upon which easements for the installation and maintenance of public utilities, driveways, sidewalks, parking areas, and storm sewers will be or have been granted. No owner of any lot in Cedar Estates shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the lots without the prior written consent of the Developer.

Section 8. Lots shall be used on for retail sales and services, professional or business services, restaurants, commercial schools, administrative offices, and uses of a similar nature approved by the Developer. No lot or any portion thereof shall
be used for massage parlors; adult book stores distributing "X"-rated literature or pornographic literature; theatres or establishments primarily showing "X"-rated movies, video cassettes or similar features; bars, restaurants or eating or drinking establishments featuring topless or bottomless female or bottomless male dancers or strip-tease dancers of either sex; or any other activity or use which offends or may offend contemporary community standards. Truck parking, storage of materials, and assembly of materials or products shall be allowed only as such activities secondary to or serving approved commercial uses.

Section 9. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said lots; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, lamppost, antenna, tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said lot or otherwise, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of any structure without the consent of the Developer first having been obtained. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

Section 10. A landscaping plan for each lot shall be submitted to the Developer for approval, in writing, prior to commencement of construction. Said landscaping shall be installed and
completed within six (6) months from date of occupancy of the structure.

Section 11. Each owner of a lot in Cedar Estates shall install sidewalks at the locations designed by the Developer in accordance with the building standards and requirements of the City of Toledo and approved by said City's Engineering and Construction Division on or before one (1) month after completion of any structure.

Section 12. Developer reserves the sole and exclusive right to establish grades and slopes on any lot and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 13. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the structure, or, if approved in writing by the Developer, stored and maintained within a screened or fenced area on the lot. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer.

Section 14. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which said violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the
Developer, and the Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Developer shall at any and all times have the right to enforce the same.

Section 15. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developer. The provisions of this section shall not prohibit the reconveyance of less than the whole of any lot where the Developer previously approved such conveyance of less than the whole of any lot, nor shall the provisions of this section prohibit the submission of any lot to the condominium form of ownership under Chapter 5311 of the Ohio Revised Code.

Section 16. In all instances where plans and specifications are required to be submitted to and are approved by the Developer, if subsequent thereto there shall be any variance in the actual construction and location of any structure or addition thereto, any such variance shall be deemed a violation of these restrictions.

Section 17. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by the Developer any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer, as
then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 18. Developer may, as is deemed advisable, adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of Cedar Estates and for the health, comfort, safety and general welfare of the owners and occupants of the lots in Cedar Estates.

ARTICLE THREE

Section 1. Until such time as the earlier of the time when (1) Developer has conveyed to others all of the lots in Cedar Estates; or (2) has formed the Association, each lot owner shall maintain and repair at its sole cost and expense all roadways, parking areas, drainage or other on-site improvements on each lot.

Section 2. Upon the conveyance of the final unsold lot in Cedar Estates by the Developer, Developer shall cause to be incorporated (if not previously incorporated by the Developer) a non-profit corporation under the laws of the State of Ohio, to be called "Cedar Estates Property Owners' Association," or a name similar thereto, and upon the formation of such association, every owner of a lot in Cedar Estates shall become a member thereof, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote; and provided further that where a lot has been subjected to the provisions of Chapter 5311 of the Ohio Revised Code, the Condominium Owners' Association established for
such lot shall be entitled to but one vote and individual unit owners shall have no vote.

Section 3. The Association, by vote of two-thirds (2/3) of its members by written action without a meeting or by the majority of those members at any meeting may adopt such reasonable rules and regulations consistent with this Declaration as it may deem advisable for the maintenance, conservation and beautification of Cedar Estates, and for the health, comfort, safety, and general welfare of occupants of Cedar Estates and all parts of Cedar Estates shall at all times be maintained subject to such rules and regulations.

Section 4. The Developer may, by an instrument in writing, in the nature of an assignment, vest the Association with the rights, privileges and powers herein retained by said Developer which said assignments shall be recorded in the office of the recorder of Deeds, of Lucas County, Ohio.

Section 5. Upon formation of the Association, the Association shall assume the responsibility for (i) the care and maintenance of the landscaping located within Cedar Estates and (ii) the maintenance, repair, snow removal and other costs of the parking, driveway, sanitary and sidewalk easements and areas as set forth on the Plat of Cedar Estate, (iii) all internal storm drainage and other "on site" improvements and (iv) as otherwise designated or provided in this Declaration.

Section 6. Each and every lot and lot owner in Cedar Estates shall be subject to an annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be
payable to the Association on or before the first day of each month in advance for such calendar year. The Association shall have a perpetual lien upon the lots to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of the owner or owners of each lot at the time when the assessment fell due. Each annual assessment shall become a lien against each lot on the first day of the year in which it is due and shall be prorated between the owners of parts of lots in accordance with the proportion which the area of each part of a lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment is made. In default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Cedar Estates Property Owners' Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

(Insert legal description)

THE CEDAR ESTATES PROPERTY OWNERS ASSOCIATION

By

President

STATE OF OHIO  
SS:

COUNTY OF

The foregoing instrument was acknowledged before me this day of , 19 , by , President of THE CEDAR ESTATES PROPERTY OWNERS' ASSOCIATION, an Ohio corporation, on behalf of the corporation.

Notary Public
In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by by abandonment of his lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

The aforesaid annual assessments shall be levied against all lots in Cedar Estates. The assessments shall be applied only toward payment of the following costs and expenses:

(a) For the construction, improvement, maintenance, alteration and removal of all lands and easements and facilities thereon which may be designated for the common use and enjoyment of the owners of lots in Cedar Estates including, but not limited to, the construction, improvement, maintenance, alteration and removal of drainage channels, pathways, boulevard areas, roadways, access ways, sidewalks, parking areas and streets, and including the employment of personnel to maintain, guard and police the same;

(b) Ground care for all outside areas within Cedar Estates including cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and generally maintaining such areas;
(c) Legal and accounting services for the Association; and

(d) For the cost of collecting assessments, and expenses of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of lots in Cedar Estates.

Such annual assessments may be increased, decreased or adjusted from year to year by the Association as the interest of the lot owners in Cedar Estates may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties. Upon demand of any lot owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate stating forth whether all assessments have been paid for such owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 7. The owner of each lot (the Condominium Association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures (including, but not limited to, antennas, air conditioning units or heat pumps, pipes, wires or the like serving such buildings). Provided, however, any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved as hereinbefore provided for; and, provided further, the Association is empowered to require, upon a vote of two-thirds (2/3) of the votes of the Association, that a particular owner (Condominium Association, if a condominium is involved) within
Cedar Estates perform maintenance or repairs deemed by the
Association necessary to maintain the external appearance or the
structural integrity of the structure involved. If such owner
(Condominium Association, in the case of a condominium) refuses
to perform such repairs, the Association may cause the perform-
ance of such repairs, may levy assessments therefor against the
units involved, and may use the enforcement procedures set forth
above to collect such assessments.

ARTICLE FOUR

Section 1. Each grantee of the Developer, by the acceptance of a
deed of conveyance, accepts the same subject to all restrictions,
conditions, covenants, reservations, easements, and the jurisdic-
tion, rights and powers of the Developer and the Association, as
the case may be, created or reserved by this Declaration or by
Plat or Deed restrictions heretofore recorded, and all easements,
rights, benefits, and privileges of every character hereby
granted, created, reserved or declared and all impositions and
obligations hereby imposed, shall run with the land and bind
every owner of any interest therein, and inure to the benefit of
such owner, in like manner as if the provisions of this Declara-
tion were recited and stipulated in each and every deed of
conveyance. The violation of any restriction or condition, or
the breach of any covenant or provision herein contained shall
give the Developer or its successors or assigns or the Associa-
tion, as the case may be, the right (a) to enter upon the land
upon which, or as to which, such violation or breach exists, and
to summarily abate and remove at the expense of the owner of said
lot or lots any structure, thing or condition that may exist
thereon contrary to the intent and meaning of the provisions
hereof, and the Developer or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with the land in Cedar Estates, and shall be binding upon all persons (whether natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in Cedar Estates, regardless of how or in what manner said interest is acquired, until the first day of January 1, 2014, and except as otherwise provided in Section 3 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 3. This Declaration may be amended prior to January 1, 2014 with the written approval of the then owners of not less than three-fourths (3/4) of the lots in Cedar Estates, which amendment shall become effective from and after filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2014, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Cedar Estates upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.
Section 4. Developer 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.

Section 5. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number of violations or breaches that may occur.

Section 6. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained.

Section 7. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration.

Section 8. A violation of any of the rules and regulations adopted by Developer, or by the Association, as the case may be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 9. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Port Lawrence Title & Trust Company, Trustee has caused this Declaration to be signed by its President on the day and year first above written.
PORT LAWRENCE TITLE & TRUST COMPANY, TRUSTEE

Witnesses:

[Signature]

[Signature]

STATE OF OHIO )
COUNTY OF LUCAS)

SS:

Before me, a Notary Public, in and for said County, personally appeared John Laskey, President of said Port Lawrence Title & Trust Company, Trustee, who acknowledged that he did sign said instrument as President of said Port Lawrence Title & Trust Company, Trustee, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said John Laskey as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 1st day of August, 1983.

[Signature]
Notary Public

This Instrument prepared by:

John W. Hilbert II, Esq.
Toledo, Ohio 43604

[Signature]
RECEIVED & RECORDER
AUG 17 1983
SANDY HESLING
RECORD, LUCAS COUNTY, OHIO 83 314806