CHESTNUT ESTATES

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DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in Washington Township, Lucas County, Ohio, to wit:

> Lots one (1) through fourteen (14) in CHESTNUT ESTATES, PLAT 1, a Subdivision in Washington Township, Lucas County, Ohio,

are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of real estate.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said real estate and to accord future purchasers of said lots due and amply protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said CHESTNUT ESTATES should be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until the then owners of 70% of said lots shall have elected in writing to change, in whole or in part, or to terminate these restrictions, and shall have placed said election of record.

2. If the owners, their heirs, successors or assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association, or corporation owning, having any interest in, or composed of the owners of any of the lots or portions of lots in CHESTNUT ESTATES to prosecute proceedings at law or in equity against the person, persons, firm, association, or corporation violating or attempting to violate these covenants and either to prevent him, or them, from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants shall in no way effect any other provision of this declaration.

4. No trailer, boat, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portions of CHESTNUT ESTATES as a residence either temporarily or permanently.

5. No boats, trucks, or trailers shall be stored outside or parked in the yards or on the driveways of any of said lots in this subdivision.

6. No trade, business, profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on, or conducted thereon, except as permitted by zoning ordinances of the governing authorities of the political subdivision encompassing this subdivision.

7. The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling, is expressly prohibited.

8. ARCHITECTURAL CONTROL

No building, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme 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, they 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 site 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 or neighboring property. Any and all tanks must be buried below ground level. Architectural Control Committee to set all house grades.

9. ARCHITECTURAL CONTROL COMMITTEE.

Said Architectural Control Committee shall be composed of Donald G. Huebner and Natalie G. Huebner until such time as said Owner had conveyed to other 90% of the lots in said subdivision, at which time said Committee shall be composed of three lot owners and Donald G. Huebner and Natalie G. Huebner. The lot owners to serve on said Committee shall be elected by a vote of the then record owners of a majority of said lots. In the event

of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor in absence of action by the lot owners.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the Office of the Huebner Development Co., 1907 Sylvania Avenue, Toledo. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

IN WITNESS WHEREOF, the said Owners, Huebner Development Co., an Ohio Corporation, has caused its corporate name to be subscribed this 4th day of March A.D., One Thousand Nine Hundred and Sixty-Four.

Signed by Huebner Development Co., by D. G. Huebner, its President and Natalie G. Huebner, its Secretary.

Two witnesses.

Acknowledged March 4, 1964 by said Corporation, by said Officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 4, 1964 at 11:53 A.M., and recorded in Volume 2106 of Mortgages, page 19.