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DECLARATION OF RESTRICTIONS

as to

CLOUDWALK FARMS PLAT 1

AN ADDITION TO THE CITY OF TOLEDO

LUCAS COUNTY, OHIO

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 616 Madison Avenue, Toledo, Ohio, has caused to be duly laid out, approved, adopted and recorded in Volume 60, page 67, of the Plat Records in the Office of the County Recorder of Lucas County, Ohio, a certain plat designated as CLOUDWALK FARMS PLAT 1, an Addition to the City of Toledo, Lucas County, Ohio. The Port Lawrence Title and Trust Company, Trustee, is now the owner of all the lots in said plat, and proposes to adopt restrictions as to the use thereof, in order to preserve said Addition as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of said plat, and all of the lots thereof, and shall run with the land for the benefit of The Port Lawrence Title and Trust Company, Trustee, and all subsequent owners of lots in said plat, and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be as follows:

One. Except as hereinafter provided, all the land in Cloudwalk Farms Plat 1 shall be used for residential purposes only and for no other purposes. No more than one residence shall be built upon any one lot or plot consisting of one or more contiguous lots or parts thereof. The term "plot" as hereinafter used shall have the same meaning as in this paragraph.

Two. Any structure or building erected or maintained upon any of said lots or plots, other than a garage, shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building and garage. Garages, whether or not attached to the residence, shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters.
Three. No residence building or structure erected or maintained on any lot or plot shall be higher than two normal stories.

Four. All structures and buildings erected and maintained upon said lots or plots shall be constructed of new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by St. Lawrence Development Corp. (hereinafter designated as "St. Lawrence"). If materials other than stone, brick or lumber, (except for basements and interior walls), are proposed to be used, the same must be approved in writing by St. Lawrence, its successors and assigns, for which provision is hereinafter made.

Five. No structure or building, or part thereof (including porches, verandas, porte-cochere, or other projections from the building other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front lot line, or nearer the side street line, than as shown as building lines on the recorded plat of the aforesaid Addition, and no additions to any residence or garage shall be constructed or maintained upon any lot or plot after once established unless written approval of such additions shall first have been obtained from St. Lawrence.

Minimum side yards shall be not less than five (5) feet from the northerly lot or plot lines and not less than nine (9) feet from the southerly lot or plot lines of those lots (other than corner lots) fronting on the easterly side of 283rd Street.

Minimum side yards shall be not less than nine (9) feet from the northerly lot or plot lines and not less than five (5) feet from the southerly lot or plot lines of those lots (other than corner lots) fronting on the westerly side of 283rd Street.

Minimum inside side yards for corner lots or plots shall be not less than five (5) feet. The side yard for Lot number sixty-eight (68) or plot which includes said Lot number sixty-eight (68) shall not be less than nine (9) feet on its easterly side, and no driveway or garage shall be constructed or maintained on the westerly side of any residence structure constructed on said Lot number sixty-eight (68).

Exceptions to the side lot line minimum restrictions may be made for single family homes with attached garages at the discretion of St. Lawrence, or its successors or assigns; provided, however, that the minimum aggregate side line restrictions shall be not less than twelve (12) feet.

Six. St. Lawrence, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including but not limited to fences, signs, walls, automobile driveways),
painting and other details of the improvement of the lots or plots must be submitted for examination and approval before any erections or improvements shall be made upon said lots or plots and before any additions, changes or alterations are made to such erections or improvements. St. Lawrence is hereby expressly granted for itself, and for its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by St. Lawrence or by its successors or assigns, evidencing the fact of such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder.

Seven. No structure or building, fence, hedge, wall or enclosure of any kind shall be erected or maintained upon any of said lots or plots unless and until there has been filed with St. Lawrence complete plans and specifications for such a structure or building, completely showing, among other things, its location upon the lot or plot, materials of which it is to be constructed, the type and style of architecture, the grading of the lot or plot, including the grade elevations of the structure or building, and location of driveways or walks, and all other information which St. Lawrence may require or request. No building shall be started or grading of the lot or plot undertaken or other work done upon the premises until the written approval of St. Lawrence has been secured therefor.

Eight. If, in the opinion of St. Lawrence, the shape, dimensions, number of structures or topography of the lot or plot upon which it is proposed to erect a structure or building, or make improvements thereon is such that a strict construction of these reservations would work a hardship, St. Lawrence may modify these provisions as to such lots or plots so as to permit the erection of such structure or building or the making of proposed improvements contrary to such restrictions, which St. Lawrence approves in writing.

Nine. St. Lawrence, its successors and assigns, shall have the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits and for water, gas, sewer and other utility conduits and facilities, on, over or below all of the areas designated as "utility easement" on said Plat of Cloudwalk Farms recorded in Volume 60, page 67, of the Lucas County Plat Records, and along and upon all highways now existing or hereafter established and abutting all the lots and plots in said Cloudwalk
Farms Plat 1. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement" on said plat.

Ten. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purpose, shall be drilled or maintained upon any lot or plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

Eleven. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected or maintained upon said premises or any building thereon without the consent of St. Lawrence, being first obtained in writing. The right is reserved by St. Lawrence, its successors and assigns, to erect small structures or signs on any unsold lots or plots.

Twelve. No animals, rabbits, poultry, fowl or other live stock shall be kept upon or maintained on any lot or plot, except the St. Lawrence, its successors and assigns, may adopt reasonable regulations governing the keeping upon said premises of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of other lots or plots in said Addition.

Thirteen. No owner of any lot or plot in said Addition shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of St. Lawrence, its successors and assigns.

Fourteen. In the event of any violation or breach of any of these restrictions or failure to conform thereto, St. Lawrence, its successors and assigns, is granted the right to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a lot or plot in the aforesaid Addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against any one violating these restrictions, in order to provide the proper relief therefrom.

Fifteen. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.
Sixteen. The rights, privileges and powers herein granted to St. Lawrence shall be assignable and shall inure to the benefit of its successors and assigns.

Seventeen. In the event of a material change in conditions or in circumstances from those existing at the time these restrictions are adopted, which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots or plots in said Addition, or which would cause such restrictions to cease being beneficial to the owners of such lots and plots, then St. Lawrence, its successors and assigns, after written notice given by mail to the owners of lots or plots in said Addition, and after the written approval of the holders of record title of more than fifty (50) percent of the lots or plots in said Addition is given to St. Lawrence, may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all lot and plot owners.

Eighteen. These restrictions as herein enumerated shall be deemed as covenants and not as conditions hereof and shall run with the land and bind all lot and plot owners, their successors and assigns, until the first day of March, 1989, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then record owners of the lots and plots in said Addition, it is agreed to change said restrictions in whole or in part.

IN TESTIMONY WHEREOF, The Port Lawrence Title and Trust Company, Trustee, by J. Albert Laskey, its President, and M. K. Dimke, its Secretary, thereunto duly authorized, has hereunto set its hand this 12th day of March, 1964.

Signed by The Port Lawrence Title and Trust Company, Trustee, by J. Albert Laskey, President and M. K. Dimke, Secretary.

Two witnesses.

Acknowledged March 12th 1964 by said Company, as Trustee, by said officers, and by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio. ( SEAL).

Received for record March 12th 1964 at 4:30 P.M., and recorded in Volume 216 of Mortgages, page 565.

By separate instrument dated March 20, 1964 and recorded in Volume 2095 of Mortgages, page 789, St. Lawrence Development Corp. assigned to Hugh J. Bartley Co. all right and duties granted by Section 6 of above Restrictions.
MODIFICATION OF
DECLARATION OF RESTRICTIONS
as to
CLOUDWALK FARMS PLAT 1

Pursuant to the authority granted to it by item numbered Eight of the Declaration of Restrictions as to Cloudwalk Farms Plat 1, an Addition to the City of Toledo, Lucas County, Ohio, the St. Lawrence Development Corp. does hereby modify item numbered Five of said Declaration of Restrictions to read as follows:

FIVE

No structure of building, or part thereof (including porches, verandas, porte-cochere', or other projections from the building other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front lot line, or nearer the side street line, than as shown as building lines on the recorded plat of the aforesaid Addition, and no additions to any residence or garage shall be constructed or maintained upon any lot or plot after once established unless written approval of such additions shall first have been obtained from St. Lawrence.

Minimum side yards shall be not less than five (5) feet from the northerly lot or plot lines and not less than nine (9) feet from the southerly lot or plot lines of those lots (other than corner lots) fronting on the easterly side of 283rd Street.

Minimum side yards shall be not less than nine (9) feet from the northerly lot or plot lines and not less than five (5) feet from the southerly lot or plot lines of those lots (other than corner lots and other than Lots fifty (50), fifty-one (51) and fifty-two (52) fronting on the westerly side of 283rd Street. The minimum side yards shall be not less than nine (9) feet from the southerly lot line and not less than five (5) feet from the northerly lot line of said Lot fifty-two (52), nor less than nine (9) feet from the southerly lot line and not less than seven and one-half (7-1/2) feet from the northerly lot line of said Lot fifty-one (51), nor less than nine (9) feet from the northerly lot line and not less than seven and one-half (7-1/2) feet from the southerly lot line of said Lot fifty (50).

Minimum inside side yards for corner lots or plots shall be not less than five (5) feet. The side yard for Lot number sixty-eight (68) or plot which includes said Lot number sixty-eight (68) shall not be less than nine (9) feet on its easterly side, and no
driveway or garage shall be constructed or maintained on the westerly side of any residence structure constructed on said Lot number sixty-eight (68).

Exceptions to the side lot line minimum restrictions may be made for single family homes with attached garages at the discretion of St. Lawrence, or its successors or assigns; provided, however, that the minimum aggregate side line restrictions shall be not less than twelve (12) feet.

Said Item Five is amended as set forth above for the reason that, in the opinion of the said St. Lawrence Development Corp., the enforcement of the setback requirements for Lots fifty-one (51) and fifty-two (52) as set forth in the original Declaration of Restrictions would work a hardship upon the owners of said lots.

Item Nine of said Declaration of Restrictions provides that no buildings or other structures, or any part thereof, shall be erected or maintained over and upon any part of the area designated as "utility easement" on said plat. St. Lawrence does hereby declare that to all said utility easements except the utility easement over the northerly seven and one-half (7-1/2) feet of Lot fifty-one (51) and the southerly seven and one-half (7-1/2) feet of Lot fifty (50), buildings and structures as used in the foregoing portions of Item Nine include those structures in the nature of houses and garages and do not include lot improvements such as driveways and fences. As to said utility easement over said portions of Lots fifty (50) and fifty-one (51), buildings and structures are intended to include houses, garages, driveways and improvements of a similar nature but are not intended to include fences and shrubbery.

IN TESTIMONY WHEREOF, the said St. Lawrence Development Corp. by Emery K. Bridge, its President, and Walden H. Schultz, its Secretary, hereunto duly authorized, has executed this modification this 10th day of April, 1964.

Signed by St. Lawrence Development Corp., by Emery K. Bridge, President, by Walden H. Schultz, Secretary.

Two witnesses.

Acknowledged April 10, 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 April 10, 1964 at 3:01 P.M., and recorded in Volume 2109 of Mortgages, page 256.