CLOVER RIDGE
PLAT 6

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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 the City of Toledo, Lucas County, Ohio, to-wit:

Lots One Hundred Nine (109) through One Hundred Twenty-One (121) in CLOVER RIDGE, PLAT 6, a Subdivision in the City of Toledo, 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 ample 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 CLOVER RIDGE, PLAT 6, 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 CLOVER RIDGE, PLAT 6, 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 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 CLOVER RIDGE, PLAT 6, 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 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.

9. House grades and lot grading shall be set in accordance with the Master Grading Plan of CLOVER RIDGE, PLAT 6 as provided by the Developer. Any variance from this grading plan shall be a violation of these restrictions and the Owners may at their option, remedy any deficiency at the expense of the owner of the lot where such deficiency exists.

10. ARCHITECTURAL CONTROL COMMITTEE

Said Architectural Control Committee shall be composed of Donald G. Heubner and J. R. Perry until such time as 90% of the lots in the Subdivision have been conveyed to others who will reside in said Subdivision. At that time said Committee shall be composed of three lot owners and Donald G. Huebner and J.R. Perry. 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. If said election does not occur within 30 days of the conveyance of 90% of the lots in said subdivision, Donald G. Huebner may at his discretion appoint such a committee with the consent of the appointees.

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

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IN WITNESS WHEREOF, the said Owner, HUEBNER DEVELOPMENT CO., an Ohio Corporation, has caused its corporate name to be subscribed this 30th day of September 1969.

Signed by Huebner Development Co., by D. G. Huebner, its President, J. R. Perry, its Secretary.

Two witnesses.

Acknowledged September 30, 1969 by said Company by said Officers by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 6, 1969 and recorded in Volume 2301 of Mortgages, page 196.