CONNEMARA

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 RESTRICTIONS

FOR

CONNEMARA

Emerald Isle Development Corporation, a corporation organized and existing under the laws of the state of Ohio, with its principal place of business at 6201 East 11th Street, Holland, Ohio (hereinafter designated as "Emerald Isle") has caused to be duly laid out, approved, adopted and recorded in Volume 120, page 5, of the Plat Records in the Office of County Recorder of Lucas County, Ohio, a certain plat designated as Connemara, a Subdivision in the City of Toledo, Lucas County, Ohio (hereinafter designated as Connemara). Emerald Isle is now the owner of all 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 the lots thereof, and shall run with the land for the benefit of Emerald Isle and all subsequent owners of lots in said Plat, and shall be binding on all of them.

Said restrictions, hereby adopted, which shall be made part of all conveyances of premises in said Plat, shall be and are as follows:

ARTICLE I

GENERAL PROVISIONS AND DEFINITIONS

1. The word "restrictions" or "restriction" as hereinafter used shall be held to include all the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.
4. The word "plot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The word "side yard" as used in this Declaration of Restrictions is intended to mean a yard between a building and the side line of the plot on which the building is located, and extending from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot line and the side of said building or any projections thereof.

7. Emerald Isle shall have the right to construe and interpret these restrictions, and its construction or interpretations, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All restrictions herein contained shall be construed together but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

8. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot, without the express written consent of Emerald Isle.

9. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.
10. If, in the opinion of Emerald Isle, the shape of, dimensions, number of structures or typography of the lot or Plat on which a building, structure, or improvement is to be made, is such that a strict construction of these reservations or restrictions would work a hardship, Emerald Isle, by writing, modify these restrictions as to such plots so as to permit the erection of such structure of building or the making of the proposed improvements.

ARTICLE II
USE OF LAND

1. Except as hereinafter provided, all the land in Commera shall be used for residential purposes only and for no other purposes. No more than one residence shall be built upon any one plot, no two residences will feature the same exterior facade and no two (2) dwellings will be permitted to have their driveway's side by side.

2. Any structure or building erected or maintained upon any of said plots 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. Garages shall be attached (minimum two (2) car) to the residence, and the entrance to said garage shall not face the street, and said garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, recreational trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor any residence or other structure of a temporary character be permitted on any lot, except that those structures approved by Emerald Isle as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the
quality is good and approved by, Emerald Isle. No material other than stone, brick, stucco or cedar (except for basements and interior walls) may be used on the exterior of said buildings. All fireplace chimneys are to be of a masonry construction.

4. No structure or building, or part thereof including porches, verandas, or other projections other than roof overhangs from said buildings shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear lines, than shown as building lines on the recorded Plat of Connessara or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Emerald Isle hereinafter provided.

5. All one (1) story or one and one-half (1 1/2) story buildings shall not have less than two thousand four hundred (2,400) square feet of living area,
   All two (2) story buildings shall have not less than two thousand five hundred (2,500) square feet of living area.

6. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon said premises, provided however, that a water well for a lawn sprinkler system or GEO Thermal Heating System may be installed, erected or placed upon said premises.

7. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said lot or otherwise, shall be erected or maintained upon said lot or building thereon without the consent of Emerald Isle being first obtained in writing. The right is reserved by Emerald Isle to erect a small structure or signs on any unsold lots or plots.
8. No animals, horse, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that Emerald Isle may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of Connemara.

9. No clothes, sheet, blankets or other articles shall be hung out or exposed on any part of said lot except in the rear yards. No laundry of any kind, or articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.

10. No boat, boat trailer, house trailer, motor home, or truck of any type shall be parked, kept or stored on any lot in Connemara unless completely within the closed garages. No trailer, tent, shack, or motor home of any type will be permitted on any said lot in Connemara provided, however, that an outbuilding, barn, gardenhouse, greenhouse, playhouse or treehouse may be erected using the exact same materials and color scheme of the house, only after obtaining the written consent of Emerald Isle or its assignees.

11. 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 a garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Emerald Isle.

12. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

13. No dwelling erected in said Connemara shall be used as a
residence until the exterior thereof has been completed as specified and
called for in the detailed plans and specifications thereof. All approved
structures must be completed by an owner within one (1) year following the
date of the commencement of the construction thereof. Building materials
to be used in the construction of any structure to be erected on any
residential lot may be stored thereon but, if not incorporated in said
structure within 90 days after their delivery to such lots, shall be
removed therefrom. No dirt shall be removed from said lots without the
written approval of Emerald Isle. No tree shall be removed from said lots
without the written approval of Emerald Isle.

14. No portion of the within described premises nearer to any street
than the building set-back line or lines shown upon the Plat of said
subdivision 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 portions of said premises for walks (and drive if otherwise
permitted), the planting of trees or shrubbery, the growing of flowers, or
ornamental plants, or for statuary, fountains, and similar ornamental
forms for the purpose of beautifying said 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 said
premises, and no unsightly objects shall be allowed to be placed or
suffered to remain anywhere thereon.

15. No garages or any addition thereto or alteration thereof shall be
erected, reconstructed, placed or suffered to remain upon said premises
except for the exclusive use of the family occupying said dwelling, nor
until the size, location, type, style or architecture, cost and use of the
materials of construction thereof, the color scheme thereof, the grade
elevation thereof, and the plans, specifications and details of said
garages, including the driveway approach, and garage entrance shall have
been first approved in writing by Emerald Isle, and a true copy of said
plans, specifications and details shall be erected, reconstructed, placed
or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all the covenants, rights, taxes, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

ARTICLE III
APPROVAL OF PLANS

1. Emerald Isle, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and building, improvements (including, but not limited to: fences, swimming pools, signs, walls, landscaping, automobile driveways), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Emerald Isle hereby expressly reserves to itself, and to 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.

2. No fence, swimming pool, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Emerald Isle shall having first been obtained therefore, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by Emerald Isle provided such "split rail" fences are not over five (5) feet in height and are not placed any nearer than the front setback line of the house. However, the erection of "chain link" and privacy or stockade fences are specifically and permanently prohibited in Connemara.
3. Emerald Isle reserves the sole and exclusive right to establish
grades and slopes of the plot, and to fix the grade at which any dwelling
shall hereafter be erected or placed thereon, so that the same may conform
to a general plan for the development and use of said Connemara.

4. In all instances where plans and specifications are required to
be submitted to and are approved by Emerald Isle if, subsequent to
receiving such approval there shall be any variance from the approved
plans and specifications in the actual construction or location of the
approved improvements, such variance shall be deemed a violation of these
restrictions. Any violation from these restrictions, resulting in legal
cost to Emerald Isle or its assigns shall be paid in full by the lot owner
owner.

ARTICLE IV
EASEMENTS

Emerald Isle, reserves to itself, the exclusive right to grant
covenants, easements, and rights-of-way for the construction, operation and
maintenance of electric light, telephone and telegraph poles, wires,
cablevision wires, and conduits, including underground facilities, for
electricity, water, gas, sewer and other utilities, conduits and
facilities, on, over, or below, or under all of the areas designated as
"utility easement", "sewer easement", or with words of similar import on
said Plat of Connemara and along and upon all highways now existing or
hereafter established and abutting all the lots in said Connemara.
Emerald Isle also reserves to itself, the right to go upon or permit any
public utility company to go upon the plots in said Connemara from time to
time to install and maintain such equipment, and to trim trees and
shrubbery which may interfere with the successful and convenient operation
of such equipment. 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", "sewer easement", or words of similar
import upon said recorded Plat of Connemara. The terms "building" or
other "structure" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

No owner of any of the lots in Connemara shall have the right to reserve or grant any easement or right-of-way upon or over any of the said lots in said Connemara without the written consent of Emerald Isle.

ARTICLE V
RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Emerald Isle is granted the right to summarily abate and remove at the expense of the owner thereof, and 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 in the aforesaid condition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall not impair or effect the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by Emerald Isle shall be assignable and shall inure to the benefit of the successors and assigns of Emerald Isle.
ARTICLE VI

PROPERTY OWNERS' ASSOCIATION

1. At any time after the sale of lots in Conneara, Emerald Isle may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Conneara Property Owners' Association", or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Emerald Isle, 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.

2. The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable to the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the entrance, and cul-de-sac lands and street lights contained in Conneara and/or for the other maintenance providing general benefit for the subdivision.

3. Upon the sale of all lots in this subdivision, Emerald Isle will by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the Emerald Isle, which said agreement shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE VII

DEFINITIONS OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Conneara 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 said Connemara regardless of how or in what manner said interest is acquired.

2. A violation of any of the rules and regulations adopted by Emerald Isle shall be deemed a violation of this Declaration and may be adjoined as herein provided.

3. Emerald Isle reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.

IN WITNESS WHEREOF, Emerald Isle has caused this Declaration to be signed by its President and Secretary on the day and the year first above written.

EMERALD ISLE DEVELOPMENT CORPORATION

By: Timothy X. Gruber, President

By: Nate Dreyer, Secretary

WITNESSED BY:

Barbara Dowell

Timothy D. Connors

The foregoing instrument was acknowledged before me this 12th day of September, 1988 by Timothy X. Gruber, President, and Nate Dreyer, Secretary of Emerald Isle Development Corporation an Ohio Corporation, on behalf of the Corporation.

Notary Public

TIMOTHY D. CONNORS
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.