COUNTRY CLUB ACRES 3\textsuperscript{rd} ADDITION

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In the matter of Restrictions and conditions affecting lots numbered 156 to 181, both inclusive, excepting Lot 189, being lots in Country Club Acres 3rd Addition to the Township of Marion, Hancock County, State of Ohio, said Addition being located in part in the Northeast Quarter of Section 17, Township 1 North, Range 11 East, and located in part in the Southeast Quarter of Section 8, Township 1 North, Range 11 East.

Whereas, the undersigned are the record owners, in fee simple, of the above described lots in Country Club Acres 3rd Addition to the Township of Marion Hancock County, Ohio, and,

WHEREAS, it is desirable that reasonable restrictions upon the manner of the use, improvement and enjoyment of said premises by all of the undersigned owners, of their vendees, grantees, devisees, tenants or occupants, who shall hereafter become purchasers, owners, tenants or occupants thereof, be imposed upon said premises, and

WHEREAS, The undersigned desire and intend the development of said lots 156 to 181, both inclusive, as a desirable residential district, architectural, harmonious and artistic.

NOW, THEREFORE, for and in consideration of the premises and for the mutual benefit and protection of said undersigned owners of said lots 156 through 181, both inclusive, and of each and every person or persons who shall become the owners of any interest in and to Lots 156 through 181, both inclusive, or any part of said lots 156 through 181, both inclusive, the following Restrictions are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and to Lots 156 through 181, both inclusive, and shall be binding upon all the owners of any interest in and to above described lots 156 through 181, both inclusive, their grantees, heirs, executors administrators, successors and assigns in manner following, to-wit:

ITEM 1. Lots 156 through 181, both inclusive, shall be
used for residential purposes only and shall be known and described as residential lots and no structures shall be placed or permitted to remain on any of said lots, other than a one single family dwelling not to exceed two stories in height, a private garage for not more than 3 cars and a garden tool house not to exceed 300 square feet of floor space.

ITEM 2. The body of said dwelling or private garage shall not be erected nearer than 50 feet to the front lot line on lots 156 through 160, both inclusive, and shall not be erected nearer than 40 feet to the front lot line on lots 161 through 181, both inclusive. All measurements made for locating buildings away from the front side of said lots shall be taken from the center point of the front line of the lot. No building shall be nearer than 10 feet to the lot line on the sides of said lots or nearer than 15 feet to the rear line of said lots as shown by the recorded Plat.

ITEM 3. Easements are reserved over the rear 7 1/2 feet of said lots as shown on the original plat of record, for the purpose of utility installations and maintenance. No demand shall exist in favor of the owners of the lots for compensation for the easement, but the utility authority so using such easement shall, at its own expense, fully restore the premises so used to its former condition, except for appurtenances installed.

ITEM 4. No trade or business activity shall be conducted, permitted, or carried on upon any lot or in any residence located on any of said lots, nor shall any livestock, other than household pets, be kept or anything be done thereon which may be or might become a nuisance to any lot owners or residents. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said lots, excepting as set forth in Item 13 below, nor shall the premises be used in any way or for any purpose which may en-
danger the health of, or unreasonably disturb the quiet of any holder of any adjoining or adjacent lot.

No garbage container or trash container shall be placed in front of or along side of any house or garage erected on any of said lots. Metal barrels shall not be used in the burning of trash on any part of said lots.

No basketball apparatus, including but not restricted to the hoop and backboard, will be erected on the front of or along the side of any house or garage erected on any of said lots with the exception that if the garage is located and placed within the back 50 feet of the lot, the basketball apparatus may be located thereon.

No boat, house trailer, or trailer of any sort shall be parked on any of said lots for more than 3 days in any 60 day period, regardless of whether or not the lot is vacant or a building has been erected thereon.

ITEM 5. No fence or hedgerow of height greater than 4 feet shall be erected, planted or permitted to grow on the front lot line of any of said lots. No fence or hedgerow of a height greater than 4 feet shall be erected, planted or permitted to grow on the first 70 feet of the side lot lines of any of said lots, measuring from the front lot line. No fence or hedgerow of a height greater than 6 feet shall be erected, planted or permitted to grow on the back lot line or the balance of the side lot lines of any of said lots.

ITEM 6. The construction of any dwelling on any of said lots must be fully completed within a reasonable length of time from the starting date, with the maximum time allowable being 1 year.

ITEM 7. No buildings shall be erected, placed or altered on any of said lots, unless the building plans, specifications and plot plan showing the location and general design have been approved by an officer of Country Club Acres, Inc., an Ohio Corporation, or its successors or assigns, or their duly authorized representative. After
residential houses have been constructed on all of said lots, being Lots 156 to 181, both inclusive, and the title to said lots have passed out of the hands of Country Club Acres, Inc., a committee shall be elected by a majority of the owners of lots in said tract. Said committee shall not consist of more than 5 persons. Said committee shall then have the authority to approve or reject any building or alteration to be placed and made on said properties. In case of the death, resignation, incapacity, inability or unwillingness of any member or members of said committee to act, the remaining member or members shall then have authority to fill said vacancy and thereafter to approve or disapprove of the design, construction and location of the proposed building or alteration. If the aforesaid committee or their authorized representative fails to approve or to disapprove such designs or locations within 30 days after the plans have been submitted to it, such approval will not be required. Said committee or their authorized representatives shall act and serve without compensation.

ITEM 8. All houses located on said lots shall have a minimum positive grade from curb level to house. If basements are constructed, no windows shall be put on front elevation unless areaways are used. No more than 16 inches of any basement or crawl space shall be visible above ground level, excepting along the side or rear of house.

ITEM 9. None of said lots shall be re-subdivided into building plots having a front line width of less than 80 feet or a depth of less than 128.38 feet. Only one dwelling shall be erected on any one of said lots or building plot.

ITEM 10. Said lots or any portion thereof shall never be used for trade, manufacture or business of any kind inconsistent with the nature of a strictly residential section unless the consent of the owners of at least 90 per cent of said lots, 156 through 181, both inclusive, shall be first had and obtained in writing, duly executed and acknowledged, and recorded in the Recorder's Office of Hancock County, Ohio.
ITEM 11. The ground floor area of the main structure of a single floor dwelling erected on any of said lots, exclusive of one story open porches and garages, shall be not less than 1100 square feet. Dwellings with two or more floors, such as two-story houses, tri-level or bi-level houses, shall have a combined living floor space of at least 1500 square feet, obtained by adding the living floor area of the different levels.

ITEM 12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or a structure substantially incompletely be used as such residence. No building of any kind shall be moved upon any of said lots and no building shall be constructed when the materials to be used are mainly materials that have been used before and are therefore "second" hand. All out buildings shall be constructed of a good quality of recognized building material, and shall be completely finished in a manner and character that will not be injurious to or hinder the sale of any other of said lots or portion of said lots.

ITEM 13. No signs of any nature or kind shall be erected posted or otherwise displayed on or about any lot, excepting during construction, and except that a Realtor's Sale sign may be placed thereon in the process of selling the premises.

ITEM 14. Until such time as a sanitary sewer is installed for the use of said lots, a sanitary septic tank constructed in accordance with the laws and regulations of the State of Ohio and its duly authorized health authorities shall be installed for each dwelling house erected on any of said lots or building, plot, and no other sanitary provisions or device, contemplated to take the place of a sanitary sewer, shall be permitted to remain thereon, unless a package sewage plant is installed in said Country Club Acres 3rd Addition by Country Club Acres, Inc., prior to commencement of construction of houses thereon;
if the package sewage plant is installed within time limitations, all lot owners must make use of same. If a sanitary septic tank has to be used, sealed tile must be installed and used from present storm sewer to the filter bed outlet.

RESTRICTIONS ON OTHER LOTS

The undersigned owners, for and in consideration of the premises and for the mutual benefit and protection of said undersigned owners and of each and every person or persons, corporation or entity who or which shall become the owners of any interest in and to any lot in said Country Club Acres 3rd Addition, or any part thereof, impose restrictions upon the ownership, use, improvement and enjoyment of any interest in Lots 182, 183, 184, 185, 186, 187, 188 and 190 and the following restrictions shall be binding upon the owners of any interest in and to a specific lot as hereinafter set forth, and as specifically imposed, their grantees, heirs, executors, administrators, successors and assigns, to-wit:

ITEM 15. Lot 182 shall be used for recreational purposes, such as, but not restricted to, swimming, basketball, baseball, football, dancing. Any structure to be erected on Lot 182 must be approved under the same basis and authority as set forth in Item 7 above, a fence, not to exceed 8 feet in height, of material and design to be approved under the same basis and authority as set forth in Item 7 above, may be erected along the North line and along both side lot lines, excepting along the south 40 feet of both side lot lines. A fence, not to exceed 6 feet in height, of material and design to be approved under the same basis and authority as set forth in Item 7 above, may be erected across the south end of said Lot, excepting that the same cannot be erected closer than 40 feet to the south line of said lot 182. Further, no structure shall be erected on the south 40 feet of said lot, and no structure shall be erected on the north, west or 15 feet of said lot.
Sale of soft drinks, gum, candy, cigarettes, cigars, and recreational items will be permitted on said premises so long as said sales are confined and restricted to the owners of Lot 182, the members of recreational groups authorized to use the recreational facilities, and their special guests. Sales to the general public are prohibited. Unreasonable noise or unreasonable commotion, in excess of the normal amount of noise and commotion in a recreational area, will not be permitted.

ITEM 16. Furthermore, Lot Number 182, and the use thereof, shall be subject to and bound by Items 3, 12, 13, 14, and the second and fourth paragraphs of Item 4, as above set forth.

ITEM 17. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said Lot Number 182, excepting as set forth in Item 13.

ITEM 18. No buildings shall be erected, placed or altered on Lots 182, 183, 184, 185, 186, 187, 188, 190, unless plans, specifications and plot plan showing the location and general design have been approved by an officer of Country Club Acres, Inc., an Ohio Corporation, or its successors or assigns, or their duly authorized representatives.

ITEM 19. Lots Numbered 183 through 187, both inclusive, shall be used for residential purposes only and shall be known and described as residential lots and duplexes, multi-family dwellings and apartment houses may be erected thereon; no building shall be erected of more than two stories in height. If single family housing is erected, the restrictions and conditions set forth in above Item 1 through Item 14, both inclusive, shall apply and the single family housing shall be subject thereto.

ITEM 20. If any of the Lots Numbered 183 through 187 are used for duplexes, multi-family dwellings, or apartment houses, no
dwelling or building, including garage, shall be erected nearer than 40 feet to the front lot line on the lots or parts thereof so used; all measurements made for locating structures away from the front side of said lots shall be taken from the center point of the front line of the lot, lots or parts thereof used; no structures shall be nearer than 10 feet to the lot line on the sides of said lots or nearer than 10 feet to the rear line of said lots. Further, Lots 183 through 187 can be subdivided so long as any remaining lot or parcel of land is not less than 80 feet in frontage and 140 feet in depth, (in other words, the five lots can be subdivided into four lots, three lots, two lots, or one single lot for multi-family use.)

ITEM 21. If any of the Lots 183 through 187 are used for duplexes, multi-family dwellings, or apartment houses, the structures erected on said parcel so used must have a brick exterior and the plans for such structures must be approved in writing by an officer of Country Club Acres, Inc., an Ohio Corporation, or its successors or assigns, before construction can be commenced.

ITEM 22. No outside trash container shall be used or placed on any part of the Lots 183 through 187, both inclusive, unless prior written approval is obtained from an officer of Country Club Acres, Inc., or in the alternative, 80% of the lot owners of: Lots 160, 161, 162, 177, 178, 179, 180, 181. No outside garbage container shall be permitted in the area.

ITEM 23. If any of the Lots 183 through 187, both inclusive, are used for duplexes, multi-family dwellings or apartment houses, a fence, not to exceed 15 feet in height, may be placed along the rear lot line of the area so used, but as to the side lot line, the fence rule shall be the same as previously set forth in Item 5.
ITEM 24. Lots 188 and 190 may be used for business purposes and the term "business" as defined and regulated under and by the Zoning Ordinances of the City of Findlay, Ohio, shall apply and control.

The hereinabove enumerated restrictions, rights, reservations, limitations, covenants and conditions, being items 1 through 24, shall be deemed as covenants and not as conditions, and shall run with the land and shall bind all the grantees, their heirs, devisees, successors and assigns, who may hereafter purchase any of the premises described herein from any or all of the undersigned owners for a period of 30 years from the date of the execution hereof, at which time the said covenants shall automatically be extended for a successive period of 10 years, unless by a majority of the then owners of the lots affected hereby it is agreed to change or abandon all or any part of said covenants.

Invalidation of any of the covenants contained herein or in any other manner shall in no way affect any of the other covenants contained herein which shall remain in full force and effect.

If the parties hereto, or any of them or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, while said covenants or restrictions are in full force and effect, it shall be lawful for any person or persons, corporation or other legal entity, owning any interest in any of the premises hereinabove described to prosecute any proceedings at law or action against the person or persons, corporation or other legal entity, so violating or attempting to violate any such covenants or restrictions and to prevent him, them or it from so doing or to recover damages for such violation.

Country Club Acres, Inc., its successors or assigns, or its duly authorized representative, reserves the right to waive, change or cancel any or all of the provisions contained herein as to all of the lots, if in its judgment, the development or lack of development warrants