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DECLARATION OF RESTRICTIONS FOR COUNTRY SQUIRE ESTATES, PLAT 1

July 30, 1964

Declaration of Restrictions for all lots in Country Squire Estates Plat 1, a Subdivision in the City of Toledo, Lucas County, Ohio, duly executed on July 30, 1964 by Schoen Paving, Inc., an Ohio corporation, the then owner of said premises.

WHEREAS, the said Schoen Paving, Inc. is the owner in fee simple of all lots in said Country Squire Estates, Plat 1; and

WHEREAS, the said owner desires to make known restrictions, conditions, covenants, charges and agreements, subject to which the lots aforesaid are to be conveyed by it:

NOW, THEREFORE, to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purpose for which it is designated, the said owner hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. All the above lots shall be known and described as Residential lots, and shall be used for residential purposes only and private garages and not more than one one-family residence shall be built upon any one lot.

2. No building shall be erected on any lot nearer then 35 feet to the front line.

A. Due to the irregularity of the terrain, the building line shall be determined between the Grantor and the Purchasers upon the submission of building and plot plan, as hereinafter referred to.
3. No building shall be erected on any lot until the design and location have been approved in writing by the Grantor or the committee hereinafter referred to. However, in the event that the Grantor or the committee hereinafter referred to shall fail to approve or disapprove this design or location within forty-five days, then such approval will not be required, provided the design and the location conform to and are in harmony with existing structures in the tract, and with the specific requirements set forth in these restrictions. In any case either with or without the approval of the Grantor or the committee hereinafter referred to, no dwelling shall be constructed with a ground floor area less than 700 square feet in the case of a two story structure, exclusive of garage and porch, nor less than 1200 square feet in the case of a one story structure, excluding garage and porch.

4. Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The parking of trucks or heavy machinery on the streets in said subdivision, in situations other than those where such trucks and heavy machinery are used in connection with the construction of a dwelling or the improvement or maintenance of the streets or parks in said subdivision, is hereby declared to be a nuisance.

5. Temporary Structures: Structures of a temporary character, trailers, basements, tents, shacks, garages, barns or other outbuildings shall not be used on any lot at any time as a residence, either temporarily or permanently.

6. Signs: No sign of any kind shall be displayed to the public view on any lots in said subdivision, except one professional sign of not more than two square feet, one sign or not more than 5
square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. Livestock, Poultry and Animals: Animals, livestock and poultry of any kind shall not be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and provided that they are so confined that the keeping of them does not become a nuisance.

8. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping area for rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The accumulation of rubbish, trash garbage or other waste which is permitted to remain on the premises in a manner other than as herein provided is hereby declared to be a nuisance.

9. If any owner, or owners, their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2000, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or dues for such violation. On or after January 1, 2000 these restrictions may be renewed, modified or amended by agreement of two-thirds of the lot owners at that time.

10. Invalidation of any one of these covenants by judgement, or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
11. When two-thirds of the lots in said subdivision have been
sold by the original Grantor, said Grantor may appoint or designate
a committee of lot owner's, preferable residents in said subdivision,
which committee shall pass upon those matters referred to in
restriction Nos. two to four.

12. In connection with the provisions herein contained, it
is hereby provided that if, in the opinion of Schoen Paving, Inc., by
reason of the shape, dimensions or topography of the premises herein
described, or by reason of the type of dwelling to be erected thereon,
or for any other reason satisfactory to it, the endorsement of the
provisions of said section would work a hardship, SCHOEN PAVING INC.,
may modify such provisions so as to permit variations in cost, size,
type, location or otherwise that will not, in its judgment, do
material damage to any abutting or adjacent property.

IN WITNESS WHEREOF, SCHOEN PAVING, INC., as owner, has caused
this Declaration to be signed by its officers, by authority of its
Board of Directors, this 30th day of July, 1964.

SCHOEN PAVING, INC.

By: John F. Schoen, President
By: Richard H. Schoen, Vice-

President

Two Witnesses.

Acknowledged July 30" 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 August 6" 1964 and recorded in Volume
2121 of Mortgages, page 707.

NOTE: Restrictions recorded in Volume 1859 of Deeds, page 121,
are identical to those shown in Volume 2121 of Mortgages, page 707,
except for Item 3, which reads as follows: "nor less than 1200 square
feet in the case of a one story structure, excluding garage and porch."