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

This Declaration made and entered into by

The Fort Lawrence Title and Trust Company, Trustee,

"Trustee", this 22nd day of March, 1987. Trustee
holds title in fee simple to the property described in
attached Exhibit A (hereinafter referred to as the "Subject
Property"). Trustee desires to establish for its own
benefit and for the benefit of all future owners and
occupants of all or any part of the Subject Property certain
rights, in and restrictions upon the manner of use,
improvement and enjoyment of the Subject Property in order
to insure the stability of land values and to protect future
owners and occupants from variations not in keeping with
their use, improvement and enjoyment.

In consideration of these premises and in
consideration of the benefits accruing to the future owners
of any portion of the Subject Property and the enhancement
in value of said property, and for the mutual benefit and
protection of each and every person who now is, or shall
hereinafter be, the owner of any interest in and to the
Subject Property, or any part thereof, Trustee, the owner,
for itself, its successors and assigns, does hereby declare
and stipulate that the Subject Property, and every part
thereof, hereafter sold, conveyed, or transferred, including
transfers by operation of law, shall be deemed sold,
conveyed, or transferred subject to the following covenants,
conditions, agreements and restrictions, which shall run
with the land.

1. These covenants and restrictions are to run
with the land and shall be binding upon Trustee, and all
persons claiming under or through it ("Owners") until the
1st day of January, 2000, at which time said covenants and
restrictions shall be automatically extended for successive
periods of ten (10) years unless it is agreed to change said
restrictions and covenants in whole or in part by the then
Owners of at least seventy-five percent (75%) of all lots
subject thereto. Such changes shall be by instrument
setting forth said changes and acknowledged by the then
Owners of at least 75% of such lots. Said instrument shall
be filed for record with the Recorder of Lucas County, Ohio,
prior to the termination of the successive periods mentioned
herein and shall be effective and operative to effect such
change from and after the termination of such successive
period as follows the date of the filing thereof for record
with the Recorder of Lucas County, Ohio.
2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the Owners as provided in (1) above shall in no wise affect any of the other provisions contained in the Declaration of Restrictions, which shall remain in full force and effect.

3. All lots shall be known and described as residential lots; no structures shall be erected, placed or maintained on any such lot other than one single-family residence dwelling; private garage of not more than three-car capacity, which may be made an integral part of the residence building; and attractive-appearing accessory buildings, swimming pool, tennis court, and horse stables. Said structures other than the residence house (and attached garage) shall be placed no closer to the front of the lot than the rear line of the residence dwelling.

4. No structure or any part thereof, other than a fence as herein permitted, hedge, or ornamental structure such as wishing well, shall be erected, placed or maintained on any lot nearer to the front or street lines than the rear line of the residence dwelling. Only rail fences of the split or rail type, two (2) or three (3) rails high shall be allowed.

5. No residence dwelling shall be erected, placed or suffered to remain upon the lots except as per the setback lines on the plat or within 1/2 feet of the lot line, whichever is greater.

6. Architectural plan approval must be approved by two members of the architectural plan committee for any dwelling, garage, storage shed, barn or similar building prior to commencement of construction. The Architectural Plan Committee shall initially consist of the following three people:

[Signature]

[Signature]

[Signature]

In the event of the death or resignation of any one member of the Architectural Plan Committee, the other two members may select a replacement member to serve in his or her place. In the event of the death or resignation of more than one member of the Architectural Plan Committee or if no substitute member is so appointed, the owners of the majority (by number) of the lots may so select any replacement member or members. Minimum standards for construction for any dwelling on the subject property shall include the following requirements. The required minimum square footage for residence dwellings shall be fifteen hundred (1500) square feet, exclusive of garage, basement, utility and accessory buildings. All residence dwellings of more than one (1) story above grade line shall contain no less than nine hundred (900) square feet on the first floor exclusive of attached garage, basement, breezeway and porches. No residence dwelling shall be more than two (2) stories, exclusive of a basement below ground, and shall be not more than thirty (30) feet from grade to ridge height.

7. No portion of any lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, and no noxious, offensive, or unreasonably disturbing activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to owners of any lot.

8. No well for gas, oil, or other substances shall, at any time be erected, placed or maintained on any of such lots other than a well for water.
9. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently. No residence shall be occupied until the same shall be fully completed.

10. No unlicensed vehicle or any boat, bus, tent, housecar, trailer, recreational vehicle, commercial vehicle (except pickup used as a private passenger vehicle), or other similar housing device shall be stored on any lot forward of the rear line of said residence unless housed within an enclosed garage.

11. No lot shall not be used for the storage of automobiles, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided, however, that building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed thereon. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof.

12. No portion of any lot nearer to any street than the building setback line shall be used for any purpose other than that of a lawn, provided, however, said covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, fence or wall (as permitted in paragraph 4 of this Declaration) or other enclosure which shall first have been approved as provided in paragraph 4 above for the purpose of beautifying said lot. Vegetable gardens shall be permitted to the rear of the residence dwelling.

13. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any lot. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

14. Normal household pets, such as dogs and housecats and birds maintained within the dwelling, may be maintained in a clean and orderly manner, properly housed in structures, but the maintenance or harboring of any other animals, poultry or fowl, is expressly prohibited. In addition, two (2) horses, or two (2) ponies, or two (2) mules may be maintained in a clean and orderly manner and properly housed in structures meeting specifications provided herein.

15. All rubbish and debris, combustible and non-combustible and all garbage shall be stored and maintained in proper and clean containers not visible from the street bordering the front edge of any lot. Nothing provided in this paragraph shall prevent placement of trash along the curb for periods not exceeding 24 hours prior to those times for which such trash is scheduled to be removed from the lot.

16. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot, except a small attractive realtor's "For Sale" sign noting the property to be for sale, and an ornamental sign identifying the owner of the property.

17. All private drives shall be constructed and maintained in such manner as to be attractive, functional and not offensive to the eye.
18. In the event that any person shall purchase more than one lot (which lot or portions thereof adjoining) for the purpose of erecting one residence dwelling thereon, the side setback provisions apply only to the exterior lot lines.

19. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them so doing, to cause the removal of any violation and to recover damages, including reasonable attorneys' fees and costs, for such violation or attempted violation.

20. All transfer and conveyances of each and every lot (or any portion thereof) shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, The Port Lawrence Title & Trust Company, Trustee, has caused this Declaration of Restrictions to be signed on the day and year first above written.

Witnesses:

Patricia J. Aydelott
Judith A. Barrow

STATE OF OHIO )
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 7th day of April, 1987 by Margretta R. Leskey, Sec'y of The Port Lawrence Title & Trust Company, Trustee, a Ohio corporation, on behalf of the corporation.

Notary Public

This instrument prepared by: Robson, Curphey & O'Connell

This instrument prepared by: Robson, Curphey & O'Connell

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EXHIBIT A

Lots 1 through 16, inclusive, in Hickory Ridge Plat I, a subdivision in the Village of Whitehouse, Lucas County, Ohio.

RECEIVED & RECORDED
APR 10 1987 10 09 AM
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

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[Signature]
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