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DECLARATION OF RESTRICTIONS
AS TO PACIFIC PARK, PLAT IV
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

Schoen Investments, Inc., a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 310 South Westwood Avenue, Toledo, Ohio, (hereinafter designated as "Schoen"), has caused to be duly laid out, approved, adopted and recorded in Volume 80, page 60, of the Plat Records in the office of the County Recorder of Lucas County, Ohio a certain plat designated as PACIFIC PARK; PLAT IV a Subdivision in the City of Toledo, Lucas County, Ohio, (hereinafter designated as "Pacific Park"). Schoen is now the owner of all the lots in said Plat, and proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable single-family residential district. These restrictions constitute a general plan applicable to the development and use of said plat and all of the lots thereof, and shall run with the land for the benefit of Schoen and all subsequent owners of lots in said plat, and shall be binding upon all of them.

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

General Provisions and Definitions

1. The word "restriction" or "restrictions" as herein-after used shall be held to include and mean 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 single-family residence.

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 of 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 words "side yard" as used in this Declaration of Restrictions are 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. Schoen shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the 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 first obtaining the written consent of Schoen, its successors or assigns.

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 Schoen, the shape of, dimensions, number of structures or topography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Schoen may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

11. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of plots in said addition, or which would cause such restrictions to cease being beneficial to
the owners of such plots, Schoen, its successors and assigns, after written notice given by mail to the owners of plots in said addition, and after the written approval of the holders of record title to more than fifty percent (50%) of the total area in said Pacific Park is given to Schoen, may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all plot owners. The provisions of this Item 11 shall not be construed as a limitation upon the right of Schoen to modify the provisions of this Declaration of Restrictions provided for in Item 10 above.

ARTICLE II
Use of Land

1. Except as otherwise provided in these restrictions, all the land in Pacific Park shall be used solely and exclusively for single-family residence purposes only. There shall be erected no multiple-dwelling type buildings, nor shall any single-family residence be remodeled into a dwelling containing two or more apartments. Upon each plot there shall be erected no more than one single-family residence.

2. Any structure or building erected or maintained upon any of said plots shall be a single-family 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 single-family residence building. Garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any lot.

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 Schoen. If materials other than stone, brick, lumber or aluminum (except for basements and interior walls) are proposed to be used, the same must be approved in writing by Schoen, its successors and assigns, for which provision is hereinafter made.

4. No structure or building, or part thereof (including porches, verandas, porte-cochere, or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on the recorded plat of Pacific Park, or as set forth hereafter 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 Schoen, as hereinafter provided.

5. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

6. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, except "for sale" signs appropriate at the time under the then current sign ordinance of the City of Toledo, shall be erected or maintained upon said premises or any building thereon without the consent of Schoen being first obtained in writing. The right is reserved by Schoen, its successors and assigns, to erect small structures or signs on any unsold lots or plots.
7. No animals, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that Schoen, its successors and assigns, 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 other lots or plots in said addition.

8. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said plots except in the rear yards, and then only on portable laundry dryers of a revolving type not higher than seven feet (7') from the ground. No more than one such dryer may be used for each dwelling house. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power sheers and similar equipment, shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to 9:00 AM and after 8:00 PM. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

9. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in containers as currently required by the City of Toledo from time to time. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Schoen.

ARTICLE III

Approval of Plans

1. Schoen, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications
for structures and buildings, improvements (including, but not limited
to, fences, swimming pools, signs, walls, automobile driveways), paint-
ing and other details of the improvements of the plots must be sub-
mitted for examination and approval before any erections or improve-
ments shall be made upon said plots and before any additions, changes
or alterations are made to such erections or improvements. Schoen
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.
Such assignments or relinquishment will become effective forth and
after the time a written instrument, signed by Schoen or by its
successors or assigns, evidencing the fact that such assignment or
relinquishment, is filed for record with the Lucas County, Ohio
Recorder.

2. No structure or building, swimming pool, recreational
equipment, fence, hedge, wall or enclosure of any kind shall be
erected or maintained upon any of said plots unless and until there
has been filed with Schoen complete plans and specifications for such
structure or buildings, completely showing, among other things, its
location upon the plot, materials of which it is to be constructed,
the type and style of architecture, the grading of the plot, includ-
ing the grade elevations of the structure or building, the location
of driveway or walks, and all other information which Schoen may re-
quiere or request. No fence shall be erected in front of the build-
ing setback line shown on the recorded plot. No building shall be
started or grading of the plot undertaken or other work done upon
the premises until the written approval of Schoen has been secured
therefor.

3. Schoen reserves the sole and exclusive right to est-
abolish 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 Pacific Park.

4. In all instances where plans and specifications are required to be submitted to and are approved by Schoen, 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 improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

Schoen reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements, and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all of the areas designated as "buffer lot" or as "utility easement," "sewer easement," or with words of similar import on said plot of Pacific Park and along and upon all highways now existing or hereafter established and abutting all the plots in said Pacific Park. Schoen also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Pacific Park 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 with words of similar import upon said recorded plat of Pacific Park. The terms "buildings or other structures" 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 plots in Pacific Park shall have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in said Plat IV without the written consent of Schoen.

ARTICLE V
Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners, or other successors and assigns, and all land in said Pacific Park until the first day of April, 1999, after which time said covenants shall be automatically extended for successive periods of ten years each unless by vote of the majority of the record owners of the area in said addition, it is agreed to change said restrictions in whole or in part. The said restrictions changes shall become effective from and after the time an instrument in writing, executed by the record owners of the majority of the area in said Pacific Park with the formalities then required by the State of Ohio for the Execution of deeds, setting forth the changes so agreed upon, is filed for record with the Lucas County, Ohio Recorder.

ARTICLE VI
Right to Enforce

1. In the event of any violation or breach of any of
these restrictions or failure to conform thereto, Schoen, its successors and assigns, is granted the right to summarily abate and remove at the expense of the owner thereof, any 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 plot in the aforesaid addition 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 thereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions thereof or of any part of any restriction or provisions shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

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

IN TESTIMONY WHEREOF, Schoen Investments, Inc., by John F. Schoen, its President, thereunto duly authorized, has hereunto set its hand this 4th day of March, 1979.

Signed and acknowledged in the presence of:

SCHOEN INVESTMENTS, INC.

By: John F. Schoen, President

Attest: James M. Schoen, Secretary
STATE OF OHIO.  
)  
) SS:  
COUNTY OF LUCAS)  

Before me, a Notary Public in and for said state and county, personally appeared John F. Schoen, President and James M. Schoen, Secretary of Schoen Investments, Inc., who acknowledged that they did sign said instrument as President and Secretary of the said Schoen Investments, Inc. on behalf of said corporation and by authority of its Board of Directors, that said instrument is the voluntary act and deed of said John F. Schoen and James M. Schoen as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 1st day of March, 1979.

[Signature]
Notary Public

Received for record March 12, 1979 at 2:20 P.M. in Mortgage Record 79-226A01, Lucas County, Ohio Records.
RELINQUISHMENT OF ARCHITECTURAL CONTROL COMMITTEE
FOR PACIFIC PARK PLATS I, II, III AND IV, A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, Schoen Investments, Inc., an Ohio corporation, hereinafter called "Schoen") has filed Declarations of Restrictions for Pacific Park Plats I, II, III and IV, recorded in Volume 2911 of Mortgages, page 215, Volume 3238 of Mortgages, page 156, Mortgage No. 771111A01, and Mortgage No. 79-226-A01, respectively; and

WHEREAS, Article III, paragraph 1, of each of the Declarations of Restrictions for the aforesaid Plats designate Schoen as the Architectural Control Committee to whom all plans, specifications, improvements, changes or alterations had to be submitted for approval; and

WHEREAS, Article III, paragraph 1, further provides that Schoen reserves to itself the right to relinquish said duties of the Architectural Control Committee; and

WHEREAS, all of the lots in Pacific Park Plats I, II, III and IV have been sold and Schoen desires to relinquish its right as such Architectural Control Committee.

NOW, THEREFORE, Schoen hereby relinquishes its rights and duties as to the Architectural Control Committee as provided in Article III, paragraph 1, of the Declarations of Restrictions for Pacific Park Plats I, II, III and IV, a Subdivision in the City of Toledo, Lucas County, Ohio, as of the date of these presents.
IN WITNESS WHEREOF, Schoen Investments, Inc. has executed this instrument by its duly authorized officers this ___ day of ___ month, 1982.

Signed and acknowledged in the presence of:

Louis A. Byram

SCHOEN INVESTMENTS, INC.

By John F. Schoen

John F. Schoen, President

By James H. Schoen

James H. Schoen, Secretary

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this ___ day of ___ month, 1982, by John F. Schoen, as President, and James H. Schoen, as Secretary of Schoen Investments, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

MARY ANN GOLEMBIEWSKI, Lucas County
Notary Public, State of Ohio
My Commission Expires May 1, 1984

This instrument prepared by:

FULLER & HENRY, Ltd.
Attorneys at Law
Toledo, Ohio 43604

RECEIVED & RECORDED
AUG 2 1982

ANDY SEIDEL
RECORDED, LUCAS COUNTY, OHIO