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DECLARATION OF RESTRICTIONS

WHEREAS, CMB Development Corp., hereinafter called the "Owner", is the owner of all lots in Pinetree Estates, a subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, said Owner desires to establish a general plan for the development of said subdivision and to establish restrictions upon the manner of use, improvement and enjoyment of all lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW THEREFORE, said Owner in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereafter set forth do for themselves, their successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Pinetree Estates, a subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by them, their successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. All lots in said subdivision shall be known and described as residential lots; no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not more than three (3) car capacity which may be made an integral part of the residence dwelling, an attractive appearing accessory building, a swimming pool, and a tennis court.

The aforesaid residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

2. Not more than one (1) single-family residence dwelling shall be erected on any one lot as shown by the plat of said subdivision. Nothing herein contained shall be construed to prevent the purchase of two (2) adjoining lots by a single owner and erection of a single residence dwelling on or about the center of the parcel created by the joining of the two (2) lots.

3. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure or other structure of any sort shall be erected, placed or maintained on any such residential lot in said subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use, and material construction thereof, the color scheme therefor, the grading plan of the lot, and the finish grade elevation thereof, which detailed
plans and specifications have been first approved in writing by the Architectural Control Committee, or its successors and assigns, and a true copy thereof permanently lodged with the Architectural Control Committee, or its successors and assigns. All such plans and specifications must be prepared by a competent architect or draftsman.

4. In requiring the submission of detailed plans and specifications as herein set forth, the Architectural Control Committee shall have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lots on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said subdivision as a whole and any determination made by the Architectural Control Committee, or its successors and assigns, in good faith shall be binding on all parties in interest.

5. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (3) above shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or on any such residential lot nearer to any side lot line or near lot line with respect to any such lot than shall be determined by the Architectural Control Committee, or its successors and assigns, in writing at the time of the approval of the plans and specifications for such structure.

6. Easements for the construction, installation, relocation, and maintenance of public or quasi-public utility facilities thereon are reserved to Owner, its successors and assigns, as shown and designated as utility easements or Toledo Edison easements on the recorded plat of said subdivision.

7. No portion of any residential 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 upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

8. No well for gas, oil, or other substance shall, at any time be erected, placed or maintained on any of such residential lots other than a well for water which shall first have been approved as provided in (3) above.
9. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporary or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in (3) above.

10. Any truck, boat, bus, tent, housecar, trailer, or other similar housing device, if stored on any said lot, shall be housed within a garage building.

11. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period of which 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, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee, or its successors and assigns.

12. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fences, hedge, wall, or other enclosure which shall first have been approved as provided in (3) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

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 part of the premises. 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. The Architectural Control Committee, or its successors and assigns, shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development.
15. 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 which shall first have been approved as provided in (3) above, but the maintenance or harboring of any other animals, poultry or fowl, is expressly prohibited in said subdivision.

16. 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 the garage or basement. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee, or its successors and assigns.

17. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot without written permission of the Architectural Control Committee, or its successors and assigns, and the Architectural Control Committee, or its successors and assigns, shall have the right, and discretion to prohibit, restrict, and control the size, construction, material, working, location and height of all such signs.

18. Said Architectural Control Committee shall be composed of Claude Brown, Jr. or Claude Brown, III. Either member of said Committee shall, by his signature, bind the Committee the same as if all members had signed. In the event of the death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. When all lots have been conveyed by the Owner, the lot owners may, by majority vote, after thirty (30) days' notice to the then record owners mailed to them at their last known address, elect three (3) persons as members of the Control Committee and they shall succeed the members provided for herein before. In the event of the death or resignation of any member of this new Committee, the remaining members shall have full authority to designate a successor or successors. All members of the new Committee shall act until death or resignation or until the election of new members which election shall be made by majority vote of the record lot owners after thirty (30) days' notice (but within sixty (60) days thereof) to all record lot owners sent to their last known address. Said election may be instituted by any ten (10) lot owners signing and mailing said notice as herein before provided.

19. All plans and specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of Claude Brown, 5825 Jackman Road, Toledo, Ohio 43613, or to any member of the lot owners' Committee upon their election. The Committee shall approve and disapprove said plans and specifications in writing within thirty (30) days from date of their submission or they shall be deemed approved.
20. All utility extensions made to any structure located on any lot within the said subdivision shall be located underground with no overhead lines or exposed service poles permitted.

21. No trees larger than a six (6) inch caliper diameter shall be removed from any lot located within said subdivision unless said trees are actually within a ten (10) foot area which surrounds the proposed structure without the written authorization of the Architectural Control Committee.

22. Every lot owner and/or builder on said lots shall notify CNB Development Corp., its successors and assigns or their representative engineer before any excavated material from said lot shall be removed. Upon such notification CNB Development Corp., its successors and assigns or their representative engineer may require said surplus material to be deposited on other lots in the Pinetree Estates Subdivision in order to establish the required grades shown on the engineering plans of said subdivision.

23. All grantee, successors or assigns of the Owner agree to build at their own expense a public sidewalk across the front, and side street if any, as required by local governmental authorities and shown on the engineering plans of said subdivision. Said public sidewalks are to be built on said lots within one (1) year of purchase. It is understood that the responsibility for the sidewalks passes with title to the grantees, successors or assigns of the Owner.

24. These covenants and restrictions are to run with the land and shall be binding upon said Owner, and all persons claiming under or through them 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 two-thirds (2/3) of the lots in said subdivision. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds (2/3) of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous 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.

25. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (24) above shall in no wise affect any of the other provisions contained in effect.
26. 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 in said subdivision 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 from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

27. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

CMB DEVELOPMENT CORP.

By: Claude Brown, Jr., President

WITNESSES:

Claudette Anthony

Pankey S. Patch

STATE OF OHIO  
COUNTY OF LUCAS

On the 14th day of March, 1980, before me, the subscriber, a Notary Public, within and for said County, personally came Claude Brown, Jr., President CMB DEVELOPMENT CORP., the Owner, and acknowledged the signing thereof to be his voluntary act and deed for the use and purpose herein mentioned.

Received for record March 28, 1980 at 10:15 A.M. in Mortgage Record 80-238B08, Lucas County, Ohio Records.