RENWYCK ADDITION

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ADOPTION OF "RENYWYCK ADDITION"
AND
DECLARATION OF RESTRICTIONS THEREFOR

* This Declaration, made and entered into by Hill-Ren Co., this 16th day of August, 1976.

WITNESSETH THAT:

WHEREAS, Hill-Ren Co. is the owner of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

The Plat of Renwyck Addition, as recorded in Volume 74, page 45, Lucas County Book of Plats, lots numbers 1 through 16 inclusive.

and

WHEREAS, Hill-Ren Co. desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Renwyck Addition, certain easements and rights in, over and to Renwyck Addition and certain restrictions with respect to the use thereof:

NOW, THEREFORE, Hill-Ren Co. as the Owner of said real estate and for the purposes aforesaid hereby declares as follows:

ARTICLE ONE

Section 1. No building, fence, wall, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall be submitted to Hill-Ren Co., its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. No alterations shall be made in the location, height, or exterior design of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from Hill-Ren Co. No addition to any buildings shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from Hill-Ren Co.

No fence, wall, hedge or parking lot shall be constructed,
erected, permitted or maintained upon any building site, unless written
approval has been obtained from Hill-Ren Co., and complete plans and
specifications therefore showing the nature, kind, shape, height,
construction, materials and color scheme of any such fence, wall or
parking lot, as well as the location of such alterations, additions,
or fence, wall hedge or parking lot on the building site have been
approved in writing by Hill-Ren Co. as a permanent record.
Section 3. No gas station shall be erected or maintained upon any of
the lots herein described.
Section 4. A landscaping plan shall be submitted for approval, in
writing, prior to start of construction. Said landscaping shall be
installed and completed within six months from date of occupancy
of the building built thereon.
Section 5. Hill-Ren Co. reserves the exclusive right to grant consents
for the construction, operation and maintenance of electric light,
telephone lines and conduits, and for water, gas, sewer and pipes and
conduits or any other public utility facilities, together with the
necessary or proper incidents and appurtenances in, through, under
and/or upon any and all highways, now existing or hereafter established,
upon which any lot or portion thereof of said premises may now or
hereafter front or abut.
Section 6. Hill-Ren Co. reserves to itself, its successors and assigns,
a perpetual easement in, through, under and/or over those portions of
the rear and sides of each lot, as shown on the plat of Reneyck Addition,
designated as utility rights-of-way for the construction, operation and
maintenance of electric lights, telephone lines and conduits, and for
water, gas and sewer lines, and conduits, or any other public utility
facilities, together with the necessary or proper incidents and
appurtenances; and no building or other structure, or any part thereof,
shall be erected or maintained upon any part of the property in Reneyck
Addition, over or upon which easements for the installation and
maintenance of public utilities and storm sewers will be or have been
granted.
Section 7. No pole, or overhead or exposed wires, whether for use in
connection with radio, telephone, electric light or power or any other
purpose shall be installed, erected, placed or suffered to remain upon
said premises. No advertising sign, whether fixed to window, structure,
or site, billboard or other advertising device, whether for the purpose of advertising goods, services or entertainment, or advertising the sale of said premises or otherwise, shall be erected, placed, displayed or suffered to remain upon said premises without the approval and consent of Hill-Ren Co. having been obtained and granted, in writing. Hill-Ren Co. reserves the right to place signs on any unsold lots.

Section 8. Hill-Ren Co. reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 9. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in commercial containers or stored and maintained in containers, entirely within small structures as approved by Hill-Ren Co. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Hill-Ren Co.

Section 10. No spirituous, vinous, malt or any other alcoholic or intoxicating beverage shall be sold or served on lots numbers five (5), six (6), seven (7), eight (8), nine (9), ten (10), thirteen (13), fourteen (14), fifteen (15) and sixteen (16).

ARTICLE TWO

Section 1. Each Grantee of Hill-Ren Co., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Hill-Ren Co., created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Hill-Ren Co. or their successors or assigns, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing, or condition that may exist
thereon contrary to the intent and meaning of the provisions hereof and
Hill-Ren Co. shall not thereby be deemed guilty of any manner of trespass;
or (b) the continuance of any breach may be enjoined, abated or remedied
by appropriate legal proceedings, either at law or in equity, by
Hill-Ren Co., its successors or assigns.

Section 2. All restrictions, covenants, conditions, agreements and other
provisions herein contained shall be deemed subject to and subordinate to
all mortgages or deeds of trust in the nature of a mortgage now or
hereafter executed, encumbering any of the real property herein described,
and none of said restrictions, covenants, conditions, agreements, or other
provisions shall supercede or in any way reduce the security or affect the
validity of any such mortgage or deed of trust in the nature of a mortgage.

It is distinctly understood and agreed, however, that if any portion of
said property is acquired in lieu of foreclosure or is sold under
foreclosure of any mortgage or under any judicial sale, any purchaser at
such sale, his heirs, successors or assigns, shall hold any and all
property so purchased or acquired subject to all of the restrictions,
covenants, conditions, agreements and other provisions of this declaration.

Section 3. 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.

Section 4. The invalidity of any restriction hereby imposed or of any
provision hereof, or any part of such restriction or provision, shall
not impair or affect in any manner, the validity, enforceability or
effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by
Hill-Ren Co. shall be deemed a violation of this Declaration and may be
enjoined as herein provided.

The rights, privileges and powers given Hill-Ren Co. shall be
assignable to and shall inure to the benefit of its successors or assigns.

Section 6. Whenever any of the foregoing covenants, reservations,
agreements or restrictions provide for any approval, designation,
determination, modification, consent or any other action by Hill-Ren Co.,
any such approval, designation, determination, modification, consent or
any other such action by any attorney authorized to sign deeds on behalf
of Hill-Ren Co. approved by the written powers of attorney of Hill-Ren Co.
as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE THREE

Section 1. Upon the completion and/or sale of sixteen building sites, Hill-Ren Co. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Renwick Addition Property Owners' Association", or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Hill-Ren Co., shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The Association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety and general welfare of owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Hill-Ren Co. may, by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Hill-Ren Co., which said assignment shall be recorded in the Office of the Recorder of Deeds, of Lucas County, Ohio.

ARTICLE FOUR

Section 1. Each Grantee of Hill-Ren Co., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Hill-Ren Co. and the Association, created or reserved by this Declaration or by plat of deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision
bein contained shall give Hill-Ren Co. or its successors or assigns of the Association, the right (a) to enter upon the land upon which, or to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Hill-Ren Co. or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Addition and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Addition, regardless of how or in what manner said interest is acquired.

Section 3. 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.

Section 4. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by Hill-Ren Co., or by the Property Owners' Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

IN WITNESS WHEREOF, Hill-Ren Co., a General Partnership, has caused this Declaration to be signed by two of its partners of the day and year first above written.

WITNESSES:

HILL-REN CO.

By

Anthony J. Falzone, Manager

By

Richard G. Crown, Partner

THE STATE OF OHIO

SS:

COUNTY OF LUCAS

Before me, a Notary Public, in and for said County, personally appeared
Anthony J. Falzone and Richard C. Crown of said Hill-Ren Co., who acknowledged that they did sign said instrument as partners on behalf of said Hill-Ren Co., a General Partnership, and in accordance with Partnership Agreement; and that said instrument is the voluntary act and deed of the said Anthony J. Falzone and Richard C. Crown as such partners and the voluntary act and deed of said Partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 16th day of August, 1976.

[Signature]

Notary Public

JAMES J. PECIFFER
Notary Public, State of Ohio

This instrument prepared by:
Anthony J. Falzone


Received for record a second time on September 14th 1976 at 11:34 A.M., and recorded in Volume 3377 of Mortgages, page 104. Said second record to correct the spelling of the word "Renwyck" and the page in which the plat was filed.