ROBINSON AND LARWILL'S ADDITION

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.

APR 24 1995

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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "**Declaration**"), made and entered into as of April 17, 1995, by and between Lagrange Development Corporation (the "**Owner**") and **The City of Toledo, an Ohio Municipal Corporation** (the "**Lender**");

WHEREAS pursuant to the enabling authority set forth in Ordinances Numbered 166-92, 683-92, 198-93, 199-93, 200-93, 826-93 and 827-93, passed by the Toledo City Council on February 5, 1992; September 29, 1992; March 23, 1993; March 23, 1993; March 23, 1993; December 20, 1993; and December 20, 1993 respectively and the HOME funding agreements between the **Lender** and the United States Department of Housing and Urban Development (the "**HUD**") dated June 14, 1992 and June 4, 1993 and the HOME funding agreement between the **Lender** and the State of Ohio Department of Development (the "**State**") dated April 19, 1993 and the HOME funding agreements between the **Owner** and the **Lender** dated August 13, 1993 and January 25, 1994; as each may apply; and

In consideration of the mutual covenants and understandings set forth herein, a grant, Grant No. CH-37-20, from the **Lender** to the **Owner** in the amount of seventeen thousand seven hundred seven Dollars to acquire, construct or rehabilitate the real property and improvements thereon located at 1617 Chestnut Street and legally described as set forth on Exhibit "A" hereto, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the **Owner** and the **Lender** do hereby agree as follows:

SECTION 1. **Definitions and Interpretation**. The following terms shall have the respective meanings set forth below:

"**Affordable Housing Units**" means those units which meet the definition in the regulations promulgated by the United States Department of Housing and Urban Development in 24 CFR Part 92.254.

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"Development" means the residential housing unit(s) to be acquired, constructed or rehabilitated with the proceeds of the Grant and to be located on the Land.

"Land" means the real property described in Exhibit "A" attached hereto.

"Grant" means the Grant No. CH-37-20 made to the **Owner** by the **Lender** to finance the acquisition, construction or rehabilitation of the Development.

"Period of Affordability" means the period beginning on (i) the day on which the **Land** or **Development** is acquired (the **"Acquisition Date"**) by **Owner** where no grant funds are earmarked for construction or rehabilitation, or (ii) the date of **Development** completion (as evidenced by a **"Certificate of Compliance"** issued by the appropriate governmental authority) where all or a portion of the **Grant** funds are earmarked for construction or rehabilitation and ending on the date that is ten (10) years after (i) the **Acquisition Date** or (ii) the date of the **Certificate of Compliance.**

"Regulations" means the rules and regulations promulgated by the United States Department of Housing and Urban Development in 24 CFR Part 92.

"State" means the State of Ohio Department of Development.

Unless the context clearly requires otherwise, as used in this **Declaration**, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This **Declaration** and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this **Declaration** have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof to be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall

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arise.

SECTION 2. General Restrictions.

(a) The **Owner** agrees to keep dwelling units in the **Development** in good condition and repair, fully tenantable, and not to remove or demolish any dwelling unit thereon; to complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the **Development**;, to comply with all laws affecting said **Development** or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; and not to commit, suffer or permit any act thereon in violation of law. The Standards as defined in 24 CFR Section 882.109 shall be applicable to the **Development** which shall further be maintained in compliance with all Housing Quality Standards and local housing code requirements for the duration of the **Period of Affordability**.

(b) The **Owner** shall keep the **Development** insured against loss by fire and such other hazards as may be required by applicable law, including flood insurance under 24 CFR 92 Section 92.358, in an amount sufficient to ensure payment of all liens secured by the **Development** and **Owner** shall provide **Lender** evidence of coverage satisfactory to **Lender**.

(c) The **Owner** agrees to pay all taxes, assessments, utilities and other expenses of the **Development** when due and without delinquency and shall not permit any liens to be imposed on the **Development** by reason of any delinquency.

(d) The **Owner** agrees not to discriminate against or deny occupancy to any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance program; and agrees not to discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the **Development** is reserved for elderly tenants only.

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(e) The **Owner** for and during the full term of the applicable **Period of Affordability** as defined hereinabove for all units in the **Development**, shall maintain such units as "affordable housing units" as that term is defined at Section 1 hereinabove.

(f) If the **Owner** transfers ownership of the **Property** during the **Period of Affordability**, the requirement of affordability shall carry over and remain in effect with respect to the new owners for the duration of the applicable **Period of Affordability**.

SECTION 3. **Residential Property**. The **Owner** hereby represents, covenants, warrants and agrees that:

(a) The **Development** shall be acquired, constructed or rehabilitated for the purpose of providing "affordable housing"; (i) as prescribed in 24 CFR Part 92.252 in the event the **Owner** uses the **Development** for rental purposes, or (ii) as prescribed in 24 CFR Part 92.254 in the event the **Owner** occupies the **Development** as its residence; and

(b) That, subject to the provisions of Section 4 below, the **Development** shall continue as affordable housing for the full **Period of Affordability**.

SECTION 4. **Covenants to Run With the Land**. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the **Land** and, except as provided herein, shall pass to and be binding upon the **Owner's** heirs, assigns and successors in title to the **Land** or the **Development**; provided, further, that upon the termination of this **Declaration** in accordance with the terms hereof, said covenants, reservations and restrictions shall expire. Except as provided herein, each and every contract, deed or other instrument hereafter executed covering or conveying the **Land** or the **Development** or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the **Land** or **Development** are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the **Land** and **Development**.

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SECTION 5. **Term.** This **Declaration** shall remain in full force and effect until the expiration of the **Period of Affordability** provided, however, that this **Declaration** shall automatically terminate in the event of foreclosure or transfer of title by deed in lieu of foreclosure. In the case of foreclosure or transfer of title by deed in lieu of foreclosure or similar event, such termination will cease to be in effect if, at any time during the remainder of the **Period of Affordability**, the **Owner** of record immediately prior to the foreclosure or deed in lieu of foreclosure, or any newly formed entity that includes such former owner obtains an ownership interest in the **Development** or the **Land**.

SECTION 6. **Correction of Noncompliance**. The failure of the **Owner** to comply with any of the provisions of Section 2 of this **Declaration** shall not be deemed a default hereunder unless such failure has not been corrected within a period of sixty (60) days following the date that either of the parties hereto learned of such failure or should have learned of such failure by the exercise of reasonable diligence.

SECTION 7. **Remedies; Enforceability**. If a violation of any of the provisions hereof occurs or is attempted, the **Lender** and its successors and assigns may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, to compel specific performance hereunder, or to recover monetary damages caused by such violation or attempted violation. The provisions hereof are imposed upon and made applicable to the **Land** and shall run with the **Land** and shall be enforceable against the **Owner** or any other person or entity that has or had an ownership interest in the **Development** at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times nor shall a failure to object or to enforce by **Lender** be considered a waiver.

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SECTION 8. **Filing**. This **Declaration** shall be duly recorded in the office of the Recorder for the county in which the **Land** is located within ten (10) days following its execution.

SECTION 9. **Governing Law**. This **Declaration** shall be governed by the laws of the State of Ohio.

SECTION 10. **Amendments**. Except as provided in Section 4, this **Declaration** shall not be amended, revised, or terminated except by a written instrument, executed by both parties hereto or their successors in title, and duly recorded in the office of the Recorder for the county in which the **Land** is located.

SECTION 11. **Notice**. Any notice required to be given hereunder shall be given by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Lender: Paul L. Hubbard, Director
Department of Neighborhoods
One Government Center, 18th Floor
Toledo, Ohio 43604

Owner: Terry Glazer, Executive Director
Lagrange Development Corporation
3108 Lagrange Street
Toledo, Ohio 43608

SECTION 12. **Severability**. If any provision hereof shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 13. **Multiple Counterparts**. This **Declaration** may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the **Lender** and the **Owner** have executed this **Declaration** by duly authorized representatives, all on the date first written hereinabove.

WITNESSES AS TO LENDER:

(Printed): Judith A. Roberts

(Printed): Alan C. Cox

LENDER

The City of Toledo, Ohio

By: 4/16/95

Carleton S. Finkbeiner, Mayor

WITNESSES AS TO OWNER:

(Printed): Ronald A. Gerard, Sr.

(Printed):

OWNER

By:

Its Executive Director

APPROVALS:

AS TO CONTENT:

Paul L. Hubbard

AS TO FORM:

Gary R. Taylor

STATE OF OHIO, COUNTY OF LUCAS: ss

Before me, a Notary Public in and for said County and State, personally appeared Carleton S. Finkbeiner, Mayor of the City of Toledo, Ohio, an Ohio Municipal Corporation, who acknowledged that he did sign said Declaration of Restrictions as such Mayor for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of April 1995.

NOTARY PUBLIC, STATE OF OHIO

My Comm. Expires

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STATE OF OHIO, COUNTY OF LUCAS:ss

Before me, a Notary Public in and for said County and State, personally appeared Terry Glazer as Executive Director of Lagrange Development Corporation, an Ohio Corporation, who acknowledged that he did sign said Declaration of Restrictions as such officer of said corporation in its behalf and by authority of its Board of Directors; and that said Declaration of Restrictions is the voluntary act and deed of the said Terry Glazer as such officer and the voluntary act and deed of said corporation for the uses and proposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17 day of April, 1995.

Nancy L. Polecki

NOTARY PUBLIC, STATE OF OHIO

NANCY L. POLECKI
Notary Public, State of Ohio
My Commission Expires 4-3-99

NOTARIAL SEAL STATE OF OHIO

THIS INSTRUMENT PREPARED BY:

City of Toledo, Department of Law and
completed by the Department of Neighborhoods

95 0733R12

Exhibit "A"

8 p 71

The Southeasterly 1/2 of Lots 29, 30, 33, and 34 in Robison and Larwill's Addition to the City of Toledo, bounded and described as follows:

Beginning at a point on the Easterly line of said Lot 34 which point is 60.00 feet Southeasterly of the Northeasterly corner of Lot 34; thence Southeasterly along the Easterly line of said Lot 34 and the right-of-way line of Chestnut Street (66 feet wide), a distance of 60.00 feet to the Southeasterly corner of said Lot 34; thence Southwesterly along the Southerly line of said Lots 34, 33, 30, and 29, a distance of 99.84 feet to the Southwesterly corner of said Lot 29; thence Northwesterly along the Westerly line of said Lot 29, a distance of 60.09 feet to a point; thence Northeasterly in a direct line, a distance of 99.68 feet to the place of beginning. Containing 5985.2 square feet of land more or less. Subject to easements of record or now in use.

SEE Lagrange Development Corp
ENV. 3108 Lagrange Street
Tol O. 43608

4500

RECEIVED & RECORDED

APR 24 1995

1130 P

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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