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DECLARATION OF RESTRICTIONS

FOR

ROSE ACRES, PLAT II, TOLEDO, OHIO

Recorded April 20th, 1967

Volume 62, page 50

We, the undersigned, being the owners in fee simple of the following described property;

Lots numbers eighteen (18) through thirty-one (31) inclusive and lots numbers thirty-three (33) through fifty-four (54) inclusive in Rose Acres, Plat II, a Subdivision in Toledo, Lucas County, Ohio, desire to establish restrictions upon the manner of use and improvement of said subdivision and to establish a general plan for the development thereof for the mutual benefit of present and future owners and residents of the area.

Now, therefore, said owners do hereby declare, covenant and stipulate that all lots as numbered above shall hereafter be conveyed by it, its successors, heirs and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other, prior instrument:

1. All codes, restrictions, city ordinances and any other regulations established by the City of Toledo shall be fully adhered to;

2. All residences shall be single-family residences as specified by the zoning code;

3. All residences shall be designed and built to include the following features:
   a. Ranch type houses shall have a minimum of one thousand (1000) square feet of living area;
   b. One and one-half (1-1/2) story and Cape Cod houses shall have a minimum of seven hundred twenty (720) square feet of living area on the first floor;
   c. Colonial and two story houses shall include the following features:
      1. Width of house shall be at least twenty-six (26) feet;
      2. First floor living area shall contain not less than five hundred ninety-eight (598) square feet;
   d. No cement block or stucco houses will be permitted.
4. a. No permanent, off-season parking or storage of boats and/or boat trailers will be permitted in front or rear line of house;
   b. No house trailers may be parked permanently in front or on any part of property;
   c. 4a and 4b, above, are not intended to preclude the parking or storage of the above mentioned vehicles as part of or in preparation for transit to or from the place(s) of normal utilization, provided, however, such temporary parking or storage does not continue for more than ten (10) consecutive days and does not create a safety hazard;
   d. No commercial enterprise of any kind shall be permitted.
   e. No fences shall be erected unless they comply with the following specifications;
      1. The design shall be ornamental in nature;
      2. The height shall not be more than forty-eight (48) inches;
      3. The fence shall not extend in front of the front line of the houses;
      4. Special-purpose fences not in compliance with the above rules may be built provided that special permission is obtained from the committee as per Restriction 5a and provided further that the building plans submitted shall be accompanied by a written statement describing the need for such special-purpose fences.

5. a. Except as provided by Restriction 5b, all building plans must be submitted to a committee composed of Harold D. Gruba and Oscar A. Loyer for approval before any house, garage, or any other structure whatever is started. Written approval will be given within thirty (30) days if plans are approved; however, a delay in receiving written notification beyond the thirty (30) day period may not be construed by the applicant to imply approval.
   b. Ordinary dog houses, bird houses, bird feeders, TV towers, and other such normal, conventional accessories to the use of residential property need not be cleared in advance with the committee; however, the latter shall have exclusive power to decide whether or not a structure is of the type referred to by this Restriction and shall have power to require the removal, at the resident's expense, of structures which do not comply with this Restriction;
   c. After twenty-five (25) lots have been sold, homes have been built thereon, and their owners have occupied the same, said resident-owners may elect by a majority
vote one of their own number to serve as the resident-owner member of the Committee on
Restrictions (cf. 5a, above);

d. In the event of a vacancy in the Resident-Owners Chair of the Committee, a
new member may be elected in the same manner;

6. a. Said premises shall not be used for the storage of scrap, building materials,
paper, glass, or any reclamation product or material, except that, during the period a
structure is being erected upon any building site, building materials may be stored
thereon but shall be removed therefrom if not incorporated into the structure within
120 days after delivery; and the erection of any structure on said premises shall be
completed by an owner within nine (9) months from the beginning of construction;

b. All excess dirt must be removed within thirty (30) days after completion of
house.

c. No dirt or other material may be stored or dumped on any adjoining lot.

7. These Covenants shall run with the land and shall be binding on all parties
concerned until January 1, 1989, on which date said Covenants shall be automatically
extended for ten (10) years and for successive periods of ten (10) years thereafter,
unless prior to each renewal date the then owners of a majority of the lots agree to
change the restrictions in whole or in part and file said changes in writing with the
Recorder of Lucas County, Ohio, and such changes as may be made together with the
unchanged portions of the original restrictions shall be effective thereafter in the
same manner as the original restrictions, including in the manner of extension, which
may not be changed except by Law or Joint Resolution of the General Assembly of the
State of Ohio;

8. Enforcement shall be by proceedings at law or in equity against any person or
persons violating or attempting to violate any covenant either to recover damages or to
enjoin violation to be discontinued and/or to be redressed by the plaintiffs' agent(s)
at the cost of the defendant/respondent; and, in order to prevent community schisms and
bitterness and to make enforcement for the good of all legal, moral, and financial
responsibility of all, all owners not placed by the proceedings in the position of
defendant/respondent shall be bound by these Covenants to be parties to the bringing of
proceedings at law or equity, excepting only those who may be permitted to withdraw by
the Court for just cause, such as e.g. close relationship by blood or marriage to the
defendant/respondent;
9. Invalidation of any one of these covenants, or any part of any covenant, by judicial decision or by legislative action, shall in no wise affect any of the remaining covenants or parts thereof, which shall remain in full force and effect; and any changes or modifications in these covenants made necessary by said invalidation shall be made in the manner prescribed by Restriction 7, except the same shall take effect immediately upon filing with the Recorder.

IN WITNESS WHEREOF, The Port Lawrence Title and Trust Company, Trustee, has caused its corporate name to be signed by its President, and its corporate seal to be affixed and attested by its Assistant Secretary, both officers having been thereunto duly authorized this 31st day of May, 1967.

Signed by The Port Lawrence Title and Trust Company, Trustee, by J. Albert Laskey, President and by Maude Hibbard Biles, Assistant-Secretary.

Two witnesses.

Acknowledged May 31, 1967 by said Corporation, as Trustee, by said officers in behalf of said Corporation, before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 15, 1967 at 12:40 p.m., and recorded in Volume 2213 of Mortgages, page 387.