SEARLES ADDITION

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DECLARATION OF RESTRICTIONS

WHEREAS, SMS DEVELOPMENT COMPANY, an Ohio Corporation, hereinafter called "OWNER", is the owner in fee simple of the following described real estate:

Lots numbers 1 through 31, both inclusive, and lettered Lots "A" and "B", all in SEARLES ADDITION, a Subdivision in the City of Toledo, Lucas County, Ohio. hereinafter for convenience referred to as "SEARLES ADDITION".

AND WHEREAS, said OWNER desires to establish a general plan for the development of said SEARLES ADDITION, and to establish restrictions upon the manner of use, improvement and enjoyment of the 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 value of said property by reason of the adoption of the restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare, covenant, and stipulate that all lots as numbered above shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument:

1. These covenants and restrictions are to run with the land and shall be binding upon said OWNER, and all persons claiming under or through it until the 1st day of June, 1991, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by the then owners of a majority of the lots numbered above it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners
of a majority 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.

2. Invalidation of any of the restrictions and covenants herein by judgment or Court Order or by act of the owners as provided in (1) above shall in no way effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. No liquor, whether spirituous, venous or fermented, shall be sold or be allowed to be sold on said premises.

4. Said premises shall not be used or be permitted to be used for any business purposes, no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No cows, horses, chickens, or other livestock shall be kept or maintained on any of these lots.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. After construction of a dwelling on a lot, no house trailer, boat, boat trailer or similar item shall be placed or kept on said lot except when stored in an enclosed garage.

6. All of the above numbered lots in SEARLES ADDITION shall be used for residence purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of either one-story, splitlevel, split-
foyer, one and one-half story or two-story height and design, and a private garage for not more than two cars, provided, however, that a garage shall not be required for any dwelling constructed.

7. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the "Architectural Control Committee" as to the quality of the workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

8. The "Architectural Control Committee" shall consist of Edward J. Searles, Norman H. Miller and Anthony J. Falzone. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Through unanimous consent, the record holders of 100% of the lots in said Subdivision shall have the power, at all times, through a duly recorded instrument, to change the membership of the Committee, to fill vacancies therein, and to withdraw from the Committee, or to restore to it, any of its powers and duties herein set forth and defined.

The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
9. No building shall be located on any lot nearer than the minimum building setback lines for front lot lines and side street lot lines as shown on the recorded plat or in violation of the building code of the City of Toledo. In any event, no building shall be located on any lot nearer than 35 feet from the front lot line or nearer than 25 feet from any side street lot line. No building shall be located nearer than 5 feet to an interior lot line or in the event any lot is split, to any building parcel line, except that no side yard shall be required for a garage or other permitted accessory building. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Dwellings located on corner lots may be constructed with the front elevation facing the longest dimension of the corner lot and in such cases, the same requirements that would have been applicable as minimum building setback lines if the dwelling had been constructed with the front elevation facing the shortest dimension of the corner lot shall nevertheless be applicable.

10. Notwithstanding anything herein contained to the contrary, structures and other buildings incident to and used in connection with the construction and/or sale of homes in the subdivision may be erected and maintained on any lot provided that special written approval of the "Architectural Control Committee" is obtained.

11. Structures must be completed by an owner within 6 months of the date of the beginning of said construction.

12. No fence, wall, hedge or shrub planting shall be erected, placed or altered on any lot nearer to any street than the minimum building, setback line unless approved by the "Architectural Control Committee", and, in any event, no fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot.
(irrespective of approval) within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Said "Architectural Control Committee" is hereby granted the sole and exclusive right to establish grades and slopes for each lot and no modification in the established grade and slope of any lot shall be placed upon any lot that will adversely interfere with the surface drainage of any lot.

14. No ornamental fence, hedge or wall shall exceed 4 feet in height unless written approval is granted by the "Architectural Control Committee".

15. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

16. Enforcement of the restriction set forth in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restrictions.

17. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said SMS DEVELOPMENT COMPANY, has caused its corporate name to be subscribed to these presents by its President and Vice President the 27th day of May, 1966.

SMS DEVELOPMENT COMPANY

By Edward J. Scarles, President

Two witnesses. Normam H. Miller, Vice President
Acknowledged May 27th 1966 in Lucas County, by said company, by said officers, by authority of its Board of Directors, before a Notary Public, State of Ohio (Seal).

Received for record May 27th 1966 at 3:28 P.M., and recorded in Volume 2184 of Mortgages, page 355.