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.
DECLARATION OF CONVEYANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HUEBNER CONSTRUCTION & DEVELOPMENT CO., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Toledo, County of Lucas, State of Ohio, which is more particularly described as:

Lots numbered 1 thru 10 both inclusive in Shadowood Estates, Plat 1 a subdivision in the City of Toledo, LUCAS COUNTY, OHIO,

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, and reservations, as hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that all Properties as defined above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof; and further, the same shall be incorporated by reference in all deeds conveying interests in Shadowood Estates Plat 1.

ARTICLE I

USE RESTRICTIONS

(a) No trailer, boat, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portions of SHADOWOOD ESTATES, Plat 1 as a residence either temporarily or permanently.
(b) No boats, trucks, or trailers shall be stored outside or parked in the yards or on the driveways of any of said lots in this Subdivision.

(c) No trade, business profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on, or conducted thereon, except as permitted by zoning ordinances of the governing authorities of the political subdivision encompassing this Subdivision.

(d) The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling, is expressly prohibited.

(e) Detached garages will be allowed only with the written consent of the Declarant.

(f) All garbage cans shall be kept in the garage, placed underground, or shall be so placed as not to be visible from the street.

(g) House grades and lot grading shall be set in accordance with the Master Grading Plan of Shadowood Estates Plat 1, as on file in the office of the Declarant and as the same may be amended by the Declarant, if necessitated. Any variance from this grading plan, as the same may be amended by the Declarant, shall be a violation of these restrictions and the Declarant may at its option, remedy any deficiency at the expense of the owner of the lot where such deficiency exists.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, swimming pool, fence, hedge, sign, wall grading, planting of any character, or other structure shall be commended, erected, or maintained, nor
shall any alteration, addition or change be made on said lot, or to the buildings, located on said lot until the plans and specifications of said improvement or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, and location of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook, from the adjacent or neighboring property.

Section 2. Architectural Control Committee. The Architectural Control Committee for Plat 1 shall be composed of D. G. Huebner and J. R. Perry, their successors or assigns, until such time as all of the lots in Plat 1 have been conveyed by the Declarant. At that time said Committee shall be composed of D. G. Huebner and J. R. Perry and three lot owners in the subdivision who shall be appointed by the Declarant. In the event of the death or resignation of any of the existing members of said Committee, the Committee shall appoint a successor. The appointment of a member of said Architectural Control Committee shall become effective with the recording of said appointment with the Lucas County Recorder.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of the HUEBNER CONSTRUCTION & DEVELOPMENT CO., its successors or assigns, Toledo, Ohio. The Committee shall approve or disapprove said Plan and Specifications in writing within 30 days from date of their submission.
The Architectural Control Committee is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violations or breach exists, and to summarily abate and remove, at the expenses of the owner thereof, any erection, thing or condition that may be or exist, thereon contrary to the intent and meaning of the provisions hereof as interpreted by said Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of said Committee to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and The Committee shall at any and all times have the right to enforce the same, to any extent or degree. Members of the Architectural Control Committee shall not be, to any extent or degree, personally liable or individually or as a group, or in any manner or form in the exercise of or failure to exercise any rights, duties or responsibilities they may have under this instrument.

ARTICLE III
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, and be entitled to reimbursement from the violator for all expenses incurred both direct and indirect in any proceedings for enforcement of the same.
Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of 10 years. The covenants and restrictions of this Declaration may be amended during the first 20-year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be properly recorded with the Lucas County Recorder.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 4th day of August, 1972.

(Signed) HUEBNER CONSTRUCTION & DEVELOPMENT CO.
D. G. Huebner, its President.
J. R. Perry, its Secretary.

Two witnesses.

 Acknowledged August 4, 1972 by said Company by said officers, on behalf of said County, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record August 4, 1972 and recorded in Volume 2532 of Mortgages, page 131.