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 COVENANTS, 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 particu-
larly described as:

Lots numbered 37 through 80 both inclusive in SHADOWOOD ESTATES,
Plat 3, 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 reserv-
ations, as hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that all Properties
as defined above, shall be held, sold and conveyed subject to the follow-
ing 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 interest in Shadowood Estates, Plat 3.

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 3, 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 grading plan of Shadowood Estates, Plat 3, as incorporated in the paving plans prepared by Lewandowski Engineers and approved by the City of Toledo. Any variance from this grading plan 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.

H. No trash, building materials, tree stumps or any part of a tree or any other debris of any nature shall be buried upon any lot.

I. At no time shall any sign of any nature be allowed to be placed on any lot with the exception of one standard-sized real estate sign when house is to be sold.

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 commenced, 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 III shall be composed of N.G. Huebner and J. R. Perry, their successors or assigns, until such time as all of the lots in Plat 3 have been conveyed by the Declarant. At that time said Committee shall be composed of N.G. Huebner and J. R. Perry and three lot owners in the Subdivision. The three lot owners to serve on said Committee shall be elected by the owners within 30 days of the conveyance by the declarant of the last lot in said Subdivision. If said owners do not hold said election within 30 days, N.G. Huebner and J.R. Perry shall have the option to appoint three owners to said Committee. 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 and 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 auto-
matically extended for successive periods 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 12th day of July, 1974.

HUEBNER CONSTRUCTION & DEVELOPMENT CO.
Natalie G. Huebner, its President
J.R. Perry, its Secretary.

Two Witnesses.

Acknowledged July 12, 1974 by said officers of said corporation
on behalf of said corporation, before a Notary Public, Lucas County,
Ohio (Seal).

Received for record July 16, 1974 at 9:22 A.M., and recorded in
Volume 2998 of Mortgages, page 225.
APPOINTMENT TO ARCHITECTURAL CONTROL COMMITTEE

In compliance with the terms and conditions of the Declaration of covenants, conditions, and restrictions of SHADOWOOD ESTATES, Plat 3, as recorded in Volume 2692 of Mortgages, Page 229.

AND WHEREAS the lot owners of Plat 3 have not held an election, N.G. Gaffney (formerly Huebner) and J.R. Perry, present members of the Architectural Control Committee, hereby appoint Vaughan M. Brown, Roy M. Sorrell and Robin L. Rinelsbach to serve according to said Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 21st day of September, 1981.

[Signatures]

STATE OF OHIO
LUCAS COUNTY SS.

Before me, a Notary Public in and for said County and State, personally appeared the above named N.G. Gaffney and J.R. Perry who acknowledged that they did sign the foregoing instrument, and that the same is their voluntary act and deed.

In testimony whereof, I hereunto set my hand and official seal at Toledo, Ohio this 21st Day of September A.D. 1981.

[Notary Public]

REF 430

RECEIVED & RECORDED
SEP 24 1981 9:50 AM
SANDY ISSEL
RECORDER, LUCAS COUNTY, OHIO
APPOINTMENT TO ARCHITECTURAL CONTROL COMMITTEE

In compliance with the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions of SHADOWOOD ESTATES, Plat 3, as recorded in Volume 2250 of Mortgages, Page 225, correction.

AND WHEREAS the lot owners of Plat 3 have not held an election, N.G. Gaffney (formerly Huebner) and J.R. Perry, present members of the Architectural Control Committee, hereby appoint Vaughan H. Brown, Roy W. Sorrell and Robin L. Rimelsbach to serve according to said Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 21st day of September, 1981.

[Signatures]

STATE OF OHIO
LUCAS COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named N.G. Gaffney and J.R. Perry who acknowledged that they did sign the foregoing instrument, and that the same is their voluntary act and deed.

In testimony whereof, I hereunto set my hand and official seal at Toledo, Ohio this 21st Day of September, A.D. 1981

[Notary Public]

SECOND RECORD

RECEIVED & RECORDED
SEP 30 1981

RECORDED SEP 24 1981
APPOINTMENT TO ARCHITECTURAL CONTROL COMMITTEE

In compliance with the terms and conditions of the Declaration of covenants, conditions, and restrictions of SHADONDO ESTATES, Plat 3, as recorded in Volume 2898 of Mortgages, Page 225.

AND WHEREAS, Robin Rimelsbach, Natalie Gaffney and Roy Sorrell have resigned from the Architectural Control Committee, Lynne Townsend, Barbara James, Norman Patash, Edward Cahill and Ronald Gould are hereby appointed to serve according to said declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this 16th day of November, 1986

[Signatures]

STATE OF OHIO
LUCAS COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named Robin Rimelsbach, Roy Sorrell and Natalie Gaffney who acknowledge that they did sign the foregoing instrument, and that the same is their voluntary act and deed.

In testimony whereof, I hereunto set my hand and official seal at Toledo, Ohio this 16th day of November A.D. 1986

[Notary Seal]

RECEIVED & RECORDED
NOV 20 1986
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO