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DECLARATION OF RESTRICTIONS AS TO SHORE ANN
A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

This declaration made and entered into by Shore Ann Company, an Ohio Partnership, this 26th day of April, 1978:

WITNESSETH:

WHEREAS, The Shore Ann Company, an Ohio Partnership, hereinafter called "owner", is the owner of all lots in Shore Ann Subdivision, a subdivision in the City of Toledo, Lucas County, Ohio and consisting of lots 1 thru 13 and formerly described as:

Lot number One Hundred and Ninety Six (196) in Riviera Addition, Fourth Extension, in the City of Toledo, Lucas County, Ohio: and

WHEREAS, it is desired that to develop Shore Ann Subdivision as an attractive and pleasant subdivision to the benefit of future owners of lots therein and other residents of the City of Toledo, and for such purposes as to establish restrictions and architectural community committee,

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof and to afford purchasers protection in the use and occupancy thereof, for the purpose of which the same are designated and to provide an uniform plan for the improvement, development, use, occupancy and enjoyment of said Shore Ann Subdivision as an architecturally harmonious, artistic and desirable subdivision, the Shore Ann Company, the Owner, for itself, its successors and assigns, hereby stipulates and declares that each lot and parcel in said Shore Ann Subdivision shall hereafter be conveyed by it and its successors and assigns, subject to the restrictions hereinafter set forth:

1. An Architectural Community Committee is hereby established consisting of three (3) individuals, being:

   John V. Keen
   Lucien P. Lajoie
   Stuart M. Heagy
2. The members of said Architectural Community Committee shall serve until their resignation or death. Upon the death or resignation of a member of the Architectural Community Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the death or resignation of a member. In the event of the death or resignation of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by a majority vote of the lot owners in said subdivision.

3. The lots located within Shore Ann Subdivision shall be used for such purposes as permitted by present zoning of the City of Toledo. No owner shall use a lot for any purpose not presently permitted by zoning of the City of Toledo without approval of the Architectural Community Committee; this provision shall prohibit a change of presently permitted use by change of zoning without approval of the Architectural Community Committee.

4. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area (excluding garage and basement) less than 1400 square feet unless in the opinion of the Architectural Committee, the plan submitted is both of such design merit and sufficient cost to merit approval regardless of floor area; and no dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage.

5. No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications thereof showing the size, location, grade elevations, type, style or architecture, cost, use and materials of construction thereof, the color scheme thereof, and the grading plan of lot, which detailed plans and specifications shall have been first permanently lodged with and approved in writing by the
Architectural Community Committee, its successors or assigns.

6. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision for nearer to any side line or rear line than shall be determined by Shore Ann Company, in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distance at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections therefrom.

7. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, the Owner, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said subdivision as a whole and any determination made by the Architectural Community Committee, in good faith shall be binding on all parties in interest.

8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

9. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing devise shall be
maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved thereof as provided in the above paragraphs.

10. No clothes lines shall be located on any lot except for a removable folding umbrella type.

11. Any truck, boat, bus, tent, housecar, camper, trailer, or other similar housing devise, if stored on any said lot, shall be housed within a garage building.

12. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, or glass, or any reclamation products, or materials, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided, however, any building material not incorporated in said structure within ninety (90) days after its delivery to said lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Owner, or its successors and assigns.

13. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, foundations, fence, hedge, wall, or other enclosure which shall first have been approved as provided in the above paragraphs for the purpose of beautifying said lot.

14. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or
suffered to remain on any part of said premises. No outdoor fireplace, or other devise expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

15. All driveways shall be surfaced with a material that is black in color. Driveways exiting upon Shoreland Boulevard will have a turn around area so that vehicles may exit safely unto Shoreland Boulevard.

16. No fence, hedge, wall, or enclosure of any kind, for any purpose, shall be erected, placed, suffered to remain upon said premises until a written consent of the Architectural Community Committee shall have been first obtained therefore, and be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto, that said consent may name so that the same may conform to the general plan.

17. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level.

18. The Architectural Community Committee shall have the right in the event of any action or condition which the Architectural Community Committee or their successors and assigns determine to be in violation of these restrictions to enter the property on which such violation is deemed by it to exist and to summarily abate and remove at the expense of the owner thereof the structure or condition deemed by it to be in violation thereof, and said Architectural Community Committee or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal or liable for damages by reason thereof to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in or consent to any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Community Committee by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of
these restrictions with respect to size of structure would constitute a hardship, the Architectural Community Committee may permit a variation which will in its judgment be in keeping with the maintenance of this subdivision as a desirable subdivision.

19. The Architectural Community Committee shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans of Owner.

20. All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Community Committee. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Community Committee or their successors and assigns.

21. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plat, nor shall such premises be otherwise used in any way which may endanger the health or reasonably disturb the peaceable use of adjoining premises.

22. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions to prevent him or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.
23. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

24. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Architectural Community Committee.

25. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

26. Shore Ann Company reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained.

27. The rights, privileges and powers herein retained by Shore Ann Company shall be assignable and shall inure to the benefit of its successors and assigns.

28. In consideration of the premises hereinbefore described, the Shore Ann Company, does hereby declare and establish the foregoing restrictions and covenants.

THE SHORE ANN COMPANY
By:

[Signatures]

Witness

Witness

Witness

Sworn to before me and subscribed in my presence this 21st day of April, 1978.

[Signature]
Notary Public

Received for record May 15th 1978 at 10:34 A.M. in Mortgage Record 78-493D07, Lucas County, Ohio Records.
AMENDMENT TO DECLARATION OF RESTRICTIONS
AS TO SHORE ANN
A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, The Shore Ann Company, an Ohio partnership, was the owner and developer of all of the lots in Shore Ann Subdivision, the same consisting of Lots Numbers 1 through 13 and,

WHEREAS, by restrictions dated April 21, 1978 and recorded at Microfiche 78 493D07, 8, 9, 10, 11, 12 and 78 493EO1 of Mortgages, Lucas County Records The Shore Ann Company provided certain restrictions on the use of such properties, and,

WHEREAS, pursuant to paragraph 26 The Shore Ann Company reserved the right to change, modify, alter or rescind any of the restrictions and covenants therein contained and,

WHEREAS, The Shore Ann Company is now the owner of Lot Number 8 in Shore Ann Plat II, a Subdivision in the City of Toledo, Lucas County, Ohio and,

WHEREAS, The Shore Ann Company is desirous of changing certain of said restrictions,

NOW, THEREFORE, The Shore Ann Company pursuant to the powers reserved on to it does hereby make the following amendments to said restrictions as they affect Lot No. 8 only:

1. Paragraph 14 of said restrictions shall not be interpreted to prohibit the erection of an indoor fireplace within twenty (20) feet of an adjoining lot line.

2. Paragraph 15 is hereby amended to permit the installation of a concrete driveway that is the color of normal concrete.

3. Paragraph 21 is hereby amended to permit the drilling and installation of a well or point for water.
Amendment to Declaration of Restrictions as to Shore Ann, A Subdivision in the City of Toledo, Lucas County, Ohio

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4. In all other respects said restrictions and covenants are hereby reaffirmed.

THE SHORE ANN COMPANY

By: __________________________

[Signature]

John V. Kean

[Signature]

Lucien P. Lajoie

[Signature]

Stuart M. Heagy

Witness

[Signature]

Witness

STATE OF OHIO )
COUNTY OF LUCAS )

SS:

Before me, a Notary Public in and for said County, personally appeared John V. Kean, Lucien P. Lajoie and Stuart M. Heagy, all of the partners of the said The Shore Ann Company, who acknowledged that they did sign this instrument as all of the partners of said The Shore Ann Company in behalf of said The Shore Ann Company and that said instrument is the voluntary act and deed of The Shore Ann Company and John V. Kean, Lucien P. Lajoie and Stuart M. Heagy as such partners and the voluntary act and deed of the said The Shore Ann Company for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of August, 1979.

[Notary Public]

Received for record September 6, 1979 at 3:41 P.M.
in Mortgage Record 70-1000C03, Lucas County, Ohio Records.