STARR PARK
PLAT 1

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STARR PARK - PLAT I

DECLARATION OF RESTRICTIONS

WHEREAS, D & J Smith Homes Inc. is the owner of the following described real estate:

Lots numbers one (1) to 34 in Starr Park, a Subdivision in the City of Oregon, Lucas County, Ohio

and

WHEREAS, D & J Smith Homes Inc. desires to establish a general plan for the development of said Starr Park which will be for their own benefit and the benefit of all future owners or occupants of all or any part of said premises;

NOW, THEREFORE, the owner, in consideration of the enhancement in the value of said property by reason of the adoption of the Restrictions hereinafter set forth, do for themselves, their heirs and assigns, hereby declare and stipulate that said lots shall be conveyed by them, and Conditions:

1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes and only one residence for occupancy by a single family may be erected. Except lots numbers 1 - 2 - 3 - 31 - 32 - 33 which may be used for duplexes and lot number 34 which may be used for multiple family apartments. On single family lots one story, one and one half story and two story dwellings may be erected; on duplex lots only one story ranch type buildings may be erected; garages on all lots may be either attached or detached but must conform architecturally to the dwelling.

2. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat. All or some buildings may be located behind set back lines shown on recorded plat if D & J Smith Homes Inc. deems it desirable. No building shall be located nearer to the rear lot line than shall be determined by the D & J Smith Homes Inc.

3. ARCHITECTURAL CONTROL.

No dwelling, 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, location and approximate cost 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. Any and all tanks must be buried below ground level. Architectural Control Committee to set all house grades. All roofs to be of gable or hip type construction with minimum pitch of 3" in 12". Maximum ridge height for 2 story building to be 28 feet above first floor level.

4. ARCHITECTURAL CONTROL COMMITTEE.

Said Architectural Control Committee shall be composed of Donald J. Smith, John R. Smith and Gail A. Taylor until such time as said Owner shall have conveyed to others 70 per cent of the lots in said Addition, at which time said Committee shall be composed of three lot owners and Donald J. Smith, John R. Smith and Gail A. Taylor shall have charge of and keep all records of said Committee. The lot owners to serve on said Committee shall be elected by a vote of the then record owners of a majority of said lots. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor in absence of action by the lot owners.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the Office of the D & J Smith Homes Inc., 3666 Rugby Drive, Toledo. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

5. BASEMENTS.

Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. NUISANCES.

No animal, fowl or livestock of any kind shall be kept or harbored on any lot in said Addition. The keeping within any dwelling house of a domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers
of lots in the Addition.

7. MISCELLANEOUS RESTRICTIONS.

(a) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Addition as a residence.

(b) No office, whether commercial or professional, shall be erected or maintained in any residence in said Addition, but the same shall be used for residential purposes only and not otherwise.

(c) No boats, trucks, or trailers shall be stored or parked in the yards or on the driveways of any of said lots in this Addition.

(d) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose to be buried or kept in garage or basement.

(e) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yard on portable laundry dryers. No Laundry shall be hung for drying on Sundays or other legal holidays.

(f) D & J Smith Homes Inc. reserves and 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 violation or breach exists, and to summarily abate and remove, at the expense 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 D & J Smith Homes Inc. and D & J Smith Homes Inc shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of D & J Smith Homes Inc. 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 a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and D & J Smith Homes Inc. shall at any and all times have the right to enforce the same.

(g) 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 D & J Smith Homes Inc.

(h) In all instances where plans and specifications are required to be submitted to and are approved by D & J Smith Homes Inc., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.
8. **RIGHT TO MODIFY.**

Donald J. Smith, John R. Smith and Gail A. Taylor may, with the consent of 3/4 of the owners of record of said lots, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Addition.

9. **DURATION AND RENEWAL.**

All the covenants, agreements, easements, reservations, and restrictions contained herein shall be in force until January 1, 1983, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless waived or modified in writing by the then owners of 3/4 of the lots. Said modification of these Restrictions to be effective must be recorded prior to the expiration date.

In Witness Whereof, D & J Smith Homes Inc. have caused this Declaration to be signed by its officers, all on the day and year first above written.

Signed by D & J Smith Homes Inc., by Donald J. Smith, President and John R. Smith, Secretary.

Two witnesses.

Acknowledged July 2, 1963 by said Corporation, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record July 2, 1963 at 2:30 P.M., and recorded in Volume 2082 of Mortgages, page 396.
ASSIGNMENT

The undersigned, D & J Smith Homes, Inc. being the owner who established the restrictions for the development of Starr Park, a Subdivision in the City of Oregon, Lucas County, Ohio, which Restrictions are recorded in Volume 2082 of Mortgages, page 396, Lucas County, Ohio records, and Donald J. Smith, John R. Smith and Gail A. Taylor, designated in said Restrictions as the Architectural Control Committee, in consideration of $1.00 and other valuable considerations, receipt of which is hereby acknowledged, do hereby transfer and assign unto Central Securities Corporation, 1720 Jefferson Avenue, Toledo 2, Ohio, all of their right, title and interest set forth in the Restrictions above referred to, and any and all right to enforce the same.

IN WITNESS WHEREOF, the said D & J Smith Homes, Inc., Donald J. Smith, John R. Smith and Gail A. Taylor have hereunto set their hands this 9th day of September, 1964.

D & J SMITH HOMES, INC.

By John R. Smith

Gail A. Taylor

Two witnesses.

Acknowledged September 9th 1964, by said company, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 9th 1964 and recorded in Volume 2127 of Mortgages, page 70.