THORNCREST

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DECLARATION OF RESTRICTIONS

WHEREAS, STEINBAUER DEVELOPMENT CO., is the owner of the following described real estate, to-wit:

Lots Numbers One (1) to Twenty-six (26), inclusive,
in THORNCREST, a SUBDIVISION in the CITY of TOLEDO,
LUCAS COUNTY, OHIO,

WHEREAS, HARRY G. FALK and MALEDA L. FALK are mortgagees of the described premises;
and

WHEREAS, STEINBAUER DEVELOPMENT CO. and HARRY G. FALK and MALEDA L. FALK, mortgagees, desire to establish a general plan for the development of THORNCREST, and which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises - of any lot, lots or part thereof, located and situated in THORNCREST, and in order to perpetuate such Subdivision as an architecturally harmonious, artistic and desirable district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said Subdivision;

NOW, THEREFORE, the owner and the said mortgagees in consideration of the enhancement in the value of said property and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each and every person who now is or shall hereafter be the owner of any interest in and to any lot, or part thereof in THORNCREST, and by reason of the adoption of the Restrictions hereinafter set forth, does for itself, its successors and assigns, and for themselves, their heirs and assigns, hereby declare and stipulate that said lots shall be conveyed subject to the Restrictions hereinafter declared and that the same shall run with the land;

DURATION OF RESTRICTIONS

1. These covenants and restrictions shall bind and run with the land and shall be binding upon said owner and all persons claiming under or through it, said owner and/or mortgagees, until twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by the then owners of a majority of the lots in THORNCREST 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 recorded in the Office of 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.

**LAND USE AND BUILDING TYPE**

2. No lot shall be used except for residential purposes and only one residence for occupancy by a single family may be erected. Such single family dwellings to be erected shall be confined to one (1) story, one and one-half (1 1/2) story, and two (2) story buildings, and shall include a two or three car attached garage for private use only, and said garage shall conform architecturally to the dwelling house.

**BUILDING LOCATION SET BACKS**

3. 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 of said Subdivision. No building shall be located nearer to the rear lot line than shall be approved in writing by said Architectural Control and Plan Approval Committee. No one or one and one-half story building shall be nearer than seven (7) feet plus one-half (1/2) of the dwelling overhang to any side yard lot line. No two-story building shall be nearer than eight (8) feet plus one-half (1/2) of the dwelling overhang to any side yard lot line.

**LOT USE**

4. No portion of any lot nearer to any street than the building set back 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, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamentations for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon and the construction or planting of a farm of any kind. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and failing in which Steinhauer Development Co. may cause same to be cut or removed at expense of said lot
owner. No fence, hedge, wall or enclosure of any kind shall be erected, placed or
suffered to remain upon said lots, unless and until the written consent of STAINBAUER
DEVELOPMENT CO., and/or Architectural Control and Plan Approval Committee shall have been
first obtained therefor, which consent may specify in writing the type, height, width,
color, upkeep and any general conditions pertaining thereto.

ARCHITECTURAL CONTROL AND PLAN APPROVAL COMMITTEE

5. No dwelling, swimming pool, fence, hedge, sign, wall, grading, platting 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 building located on said
lot until the plans and specifications of said improvements, 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 Architec-
tural 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 and Plan Approval Committee shall determine
and set all house grades. All roofs to be gable or hip type construction with minimum
pitch of 3" in 12". Maximum ridge height for two-story building shall be twenty-two (22)
feet above first floor level, or may be varied with written approval of Architectural
Control and Plan Approval Committee.

6. Said Architectural Control and Plan Approval Committee shall at all times be
composed of three (3) members appointed by the developer, STEINBAUER DEVELOPMENT CO., who
shall be empowered to fill vacancies upon said Committee. The original members of said
Committee shall be Harvey P. Steinbauer, Louis P. Steinbauer and Mary Ann Steinbauer.

Until such time as said lot owners shall become members of said Committee, the
approval in writing of any two (2) members of said Committee, of three (3) as originally
constituted, shall be sufficient for the approval of plans and specifications which may
come within the purview of said Committee.

NOXIOUS USES, ETC.

7. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, nor shall any noxious, offensive, unhealthful or unreasonable disturbing activity be carried on upon any part of said THORNCREST, nor shall anything be done thereon which may be or become an annoyance or nuisance in said THORNCREST. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed, or suffered to remain upon any of said residential lots. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose and no advertising sign, billboard or other advertising device whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of any dwelling thereon without the written consent of STEINBAUER DEVELOPMENT CO., the developer. This proviso does not apply to television antennas.

8. All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to STEINBAUER DEVELOPMENT CO., the developer, or the Architectural Control and Plan Approval Committee at the office of STEINBAUER DEVELOPMENT CO., the developer. The Committee shall approve or disapprove said Plans and Specifications in writing within thirty (30) days from date of their submission, and STEINBAUER DEVELOPMENT CO., the developer, shall keep records thereof.

UTILITY EASEMENTS

9. STEINBAUER DEVELOPMENT CO., reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plat of THORNCREST, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or main lined upon any part of the property in THORNCREST, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.
NUISANCES

10. No animals, rabbits, or poultry of any kind, character, or species of fowl or livestock, shall be kept or maintained upon any part of any lot or tract. SCHRADER DEVELOPMENT CO. and the Architectural Control and Plan Approval Committee reserve the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of THORNCREST. The keeping within any dwelling house of one (1) 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 said Addition.

TEMPORARY STRUCTURES

11. 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.

OFFICES

12. 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.

CONSTRUCTION REQUIRED TO BE OF CONCRETE

13. All driveways, turnarounds, sidewalks, and patios shall be of concrete construction.

MAIL BOX

14. Each lot owner shall maintain a mail box of uniform design, the location of which shall be set and determined by the said Committee.

TEMPORARY STORAGE

15. No boats, trucks or trailers, etc., shall be stored or parked in the yards or on the driveways of any of said lots in said Addition.

NEW CONSTRUCTION

16. No existing building may be brought from another location and moved upon any lot in said Subdivision for any purpose whatever, including remodeling, it being the intent of these Restrictions that all construction in said THORNCREST shall be new and not remodeled construction.

DEBRIS AND RUBBISH

17. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except such as may be stored in a garage, basement, or underground containers.
If adjoining lots have been used in construction of houses, the same must be graded to close all ruts and holes and all debris must be removed.

**FENCES**

16. Any fence to be installed on any lot in said THORNCREST shall have the prior approval of the Architectural Control and Plan Approval Committee, in writing. Fences from the set back line along the side lot line to the rear of the premises shall not be over four (4) feet high and along the rear line of said premises shall not be over four (4) feet in height.

**ENFORCEMENT**

19. STEINBAUER DEVELOPMENT CO., its successors and assigns, 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 violations 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 STEINBAUER DEVELOPMENT CO., and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of STEINBAUER DEVELOPMENT CO., its successors and assigns, 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 STEINBAUER DEVELOPMENT CO., its successors and assigns, shall at any and all times have the right to enforce the same.

**RIGHT TO MODIFY**

20. In connection with the provisions herein contained and with special reference to the Architectural Control and Plan Approval Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, STEINBAUER DEVELOPMENT CO., developer, may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.
HARDSHIPS

21. The Architectural Control and Plan Approval Committee as hereinbefore constituted in addition to the foregoing, may, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Addition, which will not, if such action be taken, materially injure or damage any lot in said Subdivision. The provisions of this Item No. 21 shall not be construed or interpreted to authorize any change from the declared intentions and sense of these restrictions of keeping and maintaining this Subdivision as a highly restricted and desirable residential Subdivision for single family residences only.

SUB-DIVIDING LOTS

22. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of STEINBAUER DEVELOPMENT CO., the developer.

FAILURE TO ENFORCE

23. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

VARIANCES

24. In all instances where plans and specifications are required to be submitted to the Architectural Control and Plan Approval Committee as hereinbefore set forth and are regularly approved in writing, and 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 from said written approval shall be deemed a violation of these Restrictions, and shall be the subject of any action to abate as hereinabove provided, by STEINBAUER DEVELOPMENT CO., the developer.

IN WITNESS WHEREOF, Harry G. Falk and Maleda L. Falk, husband and wife, as mortgagees, have hereunto set their hands this 30th day of January, 1967.

Signed by Harry G. Falk and Maleda L. Falk.

Two witnesses.

Acknowledged January 30, 1967 by the above named parties before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 7, 1967 at 2:09 P.M., and recorded in Volume 2204 of Mortgages, page 117.