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DECLARATION OF RESTRICTIONS FOR ARVILLA PARK, A SUBDIVISION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, the undersigned, O. J. Foreman, is the owner, in fee simple, of all the real property embraced in ARVILLA PARK, a SUBDIVISION in Sylvania Township, Lucas County, Ohio, being lots numbered 1 to 42, inclusive, and A and B therein, as per plat recorded in Volume 54 of Plats, pages 7 and 8, Lucas County, Ohio Records, and,

WHEREAS, said O. J. Foreman intends to further develop and improve said lands in said Subdivision and is desirous of subjecting the same to certain covenants, agreements, easements, restrictions, provisions, conditions and charges as hereinafter set forth, so as to bind and benefit said lots and lands and all present and future owners and occupants thereof;

NOW, THEREFORE, said O. J. Foreman, pursuant to a general plan for the better and uniform development of ARVILLA PARK, a Subdivision in Sylvania Township, Lucas County, Ohio, hereby adopts the following restrictions and declares that the lots in said subdivision held by him, with the exception of only lots A and B, shall be conveyed hereafter, subject to all of the following:

1. Land use and building type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, not to exceed one and a half stories in height (except that tri-level houses may be erected, where in the opinion of the ARVILLA PARK BUILDING COMMITTEE they conform to the general plan for story and a half dwellings), and an attached garage for not more than two cars.
2. **Architectural Control.** No building shall be erected, placed, or altered, on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Arvilla Park Building Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph #10 herein.

3. ** Dwelling cost, Quality and Size.** No dwelling shall be permitted on any lot at a cost of less than $15,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling.

4. **Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and as per recorded restrictions covering the area of which Arvilla Park is a part.

5. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
6. **Nuisances.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any stable, cattle yard, or pasture, pig pen, fowl yard, pen or house, privy vault or any form of privy, or any vault, cesspool, catch basin or other receptacle for the collection of liquid or other waste material other than a septic tank, or receptacle for the underground storage of water, fuel oil or automobile fuel shall be conclusively deemed to be a nuisance.

7. Any plant, manufactory, works, shop, store, establishment or structure for the purpose of carrying on any trade or business whatsoever, shall be conclusively deemed to be a nuisance.

   The determination of the Arvilla Park Building Committee, its successors or assigns, as to what constitutes a nuisance, within the meaning of the preceding paragraphs, shall be conclusive and binding, and no other person shall be entitled to any injunction to prevent the said Committee from determining whether breach of covenants has taken place or to enjoin the abatement thereof.

8. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Until such time as a public street lighting system shall be established in this subdivision, each lot owner shall erect and maintain, at his own expense, a post light adjacent to the street, which shall be in accordance with plans and specifications approved by the Arvilla Park Building Committee.

10. **Arvilla Park Building Committee.** The Arvilla Park Building Committee is composed of: O. J. Foreman, 3350 Secor Rd., Toledo, Ohio; Ross Worden, 3733 Kershaw Ave., Toledo, Ohio; and Stanley Eberhart, 314 Wellington Dr., Toledo, Ohio. A majority
of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

12. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any
of the other provisions which shall remain in full force and effect.

Signed: O. J. Foreman

Duly executed August 3, 1955 by O. J. Foreman.

Received for record August 22, 1955 and recorded in Volume
1748 of Mortgages, page 470.