CANDLEWOOD FOREST

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DECLARATION OF RESTRICTIONS

AS TO

CANDLEWOOD FOREST

A SUBDIVISION IN CITY OF SYLVANIA

LUCAS COUNTY, OHIO

WHEREAS, CANDLEWOOD FOREST DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 26747 Lake Vue Drive, No. 101, Perrysburg, Ohio 43551 (hereinafter called "Developer") is the owner in fee simple of the following described property:

PARCEL 1: That part of the Westerly sixty (60) acres of the East one-half (1/2) of the Southwest quarter (1/4) of Section sixteen (16), Town nine (9) South, Range six (6) East in the City of Sylvania, Lucas County, Ohio, lying Northerly of Boynton Addition and Westerly of the center line of Boynton Drive extended Northerly, excepting therefrom that part of the South two (2) acres lying Westerly of a line which is twenty-five (25) feet Westerly of the center line of Boynton Drive extended.

Subject to legal highways.

PARCEL 2: That part of the Westerly sixty (60) acres of the East one-half (1/2) of the Southwest quarter (1/4) of Section sixteen (16), Town nine (9) South, Range six (6) East, in the City of Sylvania, Lucas County, Ohio, lying Northerly of Boynton Addition and Easterly of the center line of Boynton Drive extended Northerly, excepting therefrom that part of the South two (2) acres lying Easterly of a line which is twenty-five (25) feet Easterly of the center line of Boynton Drive extended.

Subject to legal highways.

PARCEL 3: The North one and one-half (1 1/2) acres of the south two (2) acres, of that part of the east one-half (1/2) of the southwest quarter (1/4) of Section sixteen (16), Town nine (9) South, Range six (6) East, in the City of Sylvania, Lucas County, Ohio which lies north of the north line of the Plat of Boynton as recorded in Volume 42 of Plats, page 33, Lucas County Records, and west of the center line of Boynton Drive extended in a northerly direction excepting therefrom the easterly twenty-five (25) feet of said premises reserved for the extension of Boynton Drive, subject to legal highways.

WHEREAS, such property is designated on a plat recorded in Volume , page , Lucas County, Ohio Record of Plats, as Candlewood Forest, a Subdivision in City of Sylvania, Lucas County, Ohio (hereinafter called "Subdivision").
after sometimes called "Candlewood Forest"; and

WHEREAS, the property is further known as Lots Number 1-83 of Plats One, Two and Three, Candlewood Forest, according to recorded plat thereof; and

WHEREAS, Developer desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Candlewood Forest, certain easements and rights in, over and to Candlewood Forest and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Candlewood Forest and do impose hereby certain restrictions on such lots in said Candlewood Forest.

NOW THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Candlewood Forest as an architecturally harmonious, artistic and desirable residence district, Candlewood Forest Development Corp., the owner, for itself, its successors and assigns, hereby declares and stipulates that each lot in said Candlewood Forest hereafter sold, conveyed or transferred by it, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

ARTICLE ONE

Section 1. All lots in Candlewood Forest, Plats One, Two and Three, shall be known and described as residential lots. No structure shall be erected on lots numbered 1 through 83 other than one, single-family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling.

Section 2. No dwelling, porch, veranda, garage, driveway, basement,
swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grade elevations, type, style or architecture, cost, use and materials of construction thereof, the color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by Candlewood Forest Development Corp., through a majority of its President, Secretary and Attorney, as an Architectural Control Committee, and a true copy thereof permanently lodged with the Candlewood Forest Development Corp.

Section 3. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No tree, whose diameter exceeds ten (10) inches, measured three (3) feet from the ground, shall be removed without the prior written consent of Candlewood Forest Development Corp. provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have
been approved by Candlewood Forest Development Corp., or removal ordered by any state or local governmental authority having jurisdiction thereof.

Section 4. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of Candlewood Forest Development Corp. shall having been first obtained therefor, and to 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. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by Candlewood Forest Development Corp. provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision. However, the erection of "chain link" type fences is specifically and permanently prohibited in Candlewood Forest.

Section 5. Candlewood Forest Development Corp. reserves the sole and exclusive right to establish grades and slopes on the 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.

Section 6. Candlewood Forest Development Corp. reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.
Section 7. Candlewood Forest Development Corp. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on the plat of part of Candlewood Forest, 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 maintained upon any part of the property in the replat of part of Candlewood Forest over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

Section 9. All driveways shall be surfaced with a material that is black in color. All homes shall have wood windows. All homes shall have wood overhangs and no aluminum eaves or overhangs shall be permitted.

Section 10. No basketball hoops or backboards shall be located in the front yard or side yards. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level.

Section 11. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Candlewood Forest Development Corp. reserves the right to adopt reasonable regulations concerning 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 Candlewood Forest. Such household pets will not be kept, bred or maintained for any commercial purposes.

Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers. No laundry shall be hung for drying on Sundays or other legal holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

Section 13. 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. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Candlewood Forest Development Corp.

Section 14. Candlewood Forest Development Corp. reserves and hereby is granted the right in case of any violations 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 or 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 Candlewood Forest Development Corp. and, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Candlewood Forest Development Corp. 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 there-
of or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof and Candlewood Forest Development Corp. shall at any and all times have the right to enforce the same.

Section 15. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Candlewood Forest unless completely within the closed garage. No trailer, tent, shack, barn, housecar or outbuilding of any type will be permitted on any lot in Candlewood Forest provided, however, that a gardenhouse, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of Candlewood Forest Development Corp. or its assignees.

Section 16. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor unless nor until the size, location, color scheme therefor, the grade elevation thereof and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Candlewood Forest Development Corp. and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Candlewood Forest Development Corp. and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 17. No dwelling erected in said Candlewood Forest shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon...
but, if not incorporated in said structure within ninety (90) days after
their delivery to such lot, shall be removed therefrom. No sod, dirt
or gravel, other than incident to construction of approved structures,
shall be removed from said lots without the written approval of Candle-
wood Forest Development Corp. No fireplace chimney shall be constructed
out of wood or metal.

Section 18. It shall be a requirement that sidewalks, as approved by
the City of Sylvania, be installed and constructed as a part of each
lot. Each lot owner shall be required to install such sidewalk within
one (1) year from the date of purchase and closing of the lot or at the
time of construction of the residence dwelling whichever time or event
first occurs. If any violation of this section shall occur, then
Developer shall have the right, without notice to the lot owner, to
cause said sidewalk to be constructed at the sole cost and expense
of the lot owner and the expense shall include construction costs plus
fifteen (15) percent as and for contracting, supervision and other
related costs of Developer.

Section 19. In all instances where plans and specifications are required
to be submitted to and are approved by Candlewood Forest Development
Corp., if subsequent thereto, there shall be any variance in the actual
construction and location of any building, alteration or addition,
fence, wall, hedge or roadway, any such variance shall be deemed a
violation of these restrictions.

ARTICLE TWO

Section 1. At any time after the sale of all of the lots in Candlewood
Forest, Plats One, Two and Three, Candlewood Forest Development Corp.
may cause to be incorporated a non-profit corporation under the laws
of the State of Ohio, to be called the "Candlewood Forest Property
Owners' Association" or a name similar thereto, and upon the formation
of such association, every Owner (meaning a full building site) shall become a member therein and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Upon the sale of all lots in this subdivision, Candlewood Forest Development Corp. will, by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the said Candlewood Forest Development Corp. which said assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Candlewood Forest Development Corp. by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments and the jurisdiction, rights and powers of Candlewood Forest Development Corp. created or reserved by this Declaration or by plat of deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of
such owner, in like manner though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Candlewood Forest Development Corp. the right (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Candlewood Forest Development Corp. shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Candlewood Forest and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Candlewood Forest, regardless of how or in what manner said interest is acquired.

Section 3. 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.

Section 4. The invalidity of any restriction hereby imposed or of any provisions 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.

Section 5. A violation of any of the rules and regulations adopted by Candlewood Forest Development Corp. shall be deemed a violation of this Declaration and may be enjoined as herein provided.
Section 6. Candlewood Forest Development Corp. reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion.

Section 7. These covenants and restrictions are to run with the land and shall be binding until January 1, 2000 at which time they shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions in whole or in part by the then owners of at least a majority of the lots in the subdivision. Any changes shall be in proper written form and recorded with the Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, CANDLEWOOD FOREST DEVELOPMENT CORP. has caused this Declaration of Restrictions to be executed by its President and Secretary on its behalf this 14th day of August, 1979.

Signed by Candlewood Forest Development Corp., by Donald L. Simms, President, and Paul E. Geiger, Secretary.

Two witnesses.

Acknowledged August 14, 1979 by said Officers, before a Notary Public, State of Ohio. (Seal).

Received for record September 27, 1979 at 12:53 P.M., in Mortgage Record 79-1090-D12, Lucas County, Ohio Records.