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DECLARATION OF RESTRICTIONS

COLONIAL PARK

WHEREAS, Central Securities Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, is the owner in fee simple of the following described real estate, to wit:

Lots numbers one (1) to twenty-seven (27) inclusive, in COLONIAL PARK, a SUBDIVISION in the CITY of SYLVANIA, LUCAS COUNTY, OHIO.

WHEREAS, the said Central Securities Corporation desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of the said property hereinabove described is now owned, and subject to which the lots aforesaid are to be conveyed;

NOW THEREFORE, in consideration of the enhancement in value of said property and to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designed, the said Central Securities Corporation hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth.

1. All of the above lots in Colonial Park shall be described and known as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two and one-half stories in height, and a private garage. Nothing herein contained shall be construed to prevent the purchase by a single owner of more than one lot or portions of adjacent lots and the erection of a dwelling on or about the center of the building site.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of such building has been approved in writing by the Architectural Control Committee as to architectural design, floor area, grade elevation, quality of workmanship and materials, and harmony of external design with existing structures. No addition shall be made to any residence and no swimming pool or fence shall be installed on any lot in said subdivision until the plans, specifications and location thereof have been approved in writing by the said Committee.

3. The ground floor area of any dwelling erected in said subdivision, exclusive of garages and open porches, shall be not less than 1,000 square feet for a one story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. 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. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot or nearer than the distances allowed by present or future ordinances of the City of Sylvania, whichever is greater.
No dwelling shall be erected or placed on any building site having a width of less than 60 feet at the minimum building set back line nor shall any dwelling be erected or placed on any building site having an area of less than 1,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are granted to the City of Sylvania as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. No noxious or offensive activities shall be carried on on any lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

7. The said premises shall not be used for the storage of scrap, building materials, paper, glass or any reclamation product or material, except that during the period of construction building materials may be stored thereon. Any building materials not incorporated in the structure being erected within 90 days after its delivery to the building site shall be removed therefrom. Structures shall be completed by the owner within nine months after the beginning of construction.

8. Any housecar, truck, trailer, or boat, if stored on the premises, shall be housed within a garage.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. The Architectural Control Committee is composed of Richard C. Glowacki, 2223 River Road, Maumee, Ohio; Clifford C. Loss, Jr., 3638 Willow Lane Drive, Sylvania, Ohio, and Barbara R. Glowacki, 4603 Skelly Road, Sylvania, Ohio. A majority of the Committee may designate a representative to act for it. In the event of 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 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 committee's 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under or through them until the first day of January, 1998, after which time said covenants shall be automatically extended for successive periods of 10 years, unless, by the then owners of a majority of the lots, it is agreed to change said restrictions in the whole or in part. Such changes shall be in writing and filed for record with the Lucas County, Ohio recorder prior to January 1, 1998, or prior to the termination of the other successive periods mentioned herein and shall be effective and operate to effect such change from and after the termination of such period as follows the date of filing thereof for record.

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages. 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.

Duly executed on May 8, 1967 by Central Securities Corporation by its President and Secretary.

Received for record May 15, 1967 and recorded in Volume 2209 of Mortgages, page 385.