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DECLARATION OF RESTRICTIONS APPLICABLE
TO LOTS IN COUNTRY CLUB ESTATES, PLAT III,
A SUBDIVISION IN THE CITY OF SYLVANIA, LUCAS
COUNTY, OHIO.

WHEREAS, the undersigned, Winston Building Co., an Ohio
Corporation, the title owner in fee simple of all of the real
property embraced in Country Club Estates, Plat 3, a Subdivision
in the City of Sylvania, Lucas County, Ohio; and

WHEREAS, said Winston Building Co. 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 an occupants thereof;

NOW THEREFORE, said Winston Building Co., pursuant to a
general plan for better and uniform development of Country Club
Estates, Plat III, a Subdivision in the City of Sylvania, Lucas
County, Ohio, hereby adopts the following restrictions and declares
that the lots in said subdivision held by it shall be conveyed
hereafter subject to all of the following:

1. All of the lots in said Subdivision shall be used
for private residential purposes only and no building of any
kind whatsoever shall be erected or maintained thereon except
a single family dwelling, not more than two (2) stories in
height and with garage, and no dwelling erected on said lots
shall be occupied until it is at least ninety per cent (90%)
completed. All dwellings shall not exceed twenty-five (25) feet
in height.
2. No building or any part thereof shall be erected or maintained on said lots closer to the street than the building line designated on the plat of said Subdivision. All plans shall be approved by the Building Committee of Country Club Estates, Plat III.

3. No building, fence wall, walk or other structure shall be erected, constructed or maintained until the plans and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by Country Club Estates Plat III, Building Committee, or any of its members, and a copy thereof, finally approved, lodged permanently with said Committee. The Committee shall have the right to approve or refuse to approve any such plans or specifications or grading plans, which in its opinion, for aesthetic or other reasons, are not suitable, and in passing upon such plans, specifications or grading plans it shall have the right to take into consideration the suitability of the proposed building structure, or other work, and of the materials to be used therein to the site upon which it is proposed to erect the same or do such work, the harmony thereof with the surroundings and the effect thereof from or upon adjacent or neighboring property.

4. Country Club Estates, Plat III, Building Committee shall consist of David Shubow and Bernard J. Goldberg. At any time the record holders of ninety-five per cent (95%) of the lots in said Subdivision shall have the power, through a duly recorded instrument, to change the membership of the Committee, fill vacancies therein or to withdraw from the Committee, or to restore to it any of its powers and duties herein set forth and defined.

5. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any land included in said Subdivision any nuisance of any character.
6. 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, work shop, store establishment or structure for the purpose of carrying on any trade or business whatsoever shall be conclusively deemed to be a nuisance.

8. The determination of the Country Club Estates, Plat III Building Committee, its successors or assigns, as to what constitutes a nuisance within the meaning of the preceding paragraph 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.

9. No truck or other commercial vehicle shall be allowed to stand or remain parked upon the premises other than for the purpose of a delivery except during construction or repairs.

10. Temporary structures may be erected for use as a sales office, construction shanty or material storage shed. Plans for such temporary structures must be submitted to and approved in writing by the Building Committee of our Country Club Estates, Plat III. Such structures must be removed by the time all of the houses in this Subdivision have been built. Existing unoccupied houses may be used in this Subdivision as a temporary sales office until all the houses in the Subdivision have been built.
11. All restrictions herein shall be construed together but if it shall be held that any restrictions, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restrictions or any part thereof shall be affected or impaired. The aforesaid restrictions shall be in full force and effect until the first day of January 1988, provided that the same may be extended for an additional period of twenty-five (25) years by an appropriate instrument or instruments in writing consenting to such an extension signed, executed and acknowledged by the owners (not including Mortgagees) of not less than two-thirds (2/3) in area of the Subdivision filed prior to the first day of January 1988. These restrictions or any part thereof or the application thereof to any lot or lots in said Subdivision may be changed or modified at any time by a written instrument or instruments signed, executed, and acknowledged by the owners (not including mortgagees) of all lots in said Subdivision covered by these restrictions.

IN WITNESS WHEREOF, the said Winston Building Co. hereunto sets its hands, by its duly authorized officers, this 23rd day of September, 1963.

The above was filed for record September 23, 1963 at 2:50 P.M., and recorded in Volume 2091 of Mortgages, page 331.