EAGLEHURST
PLAT 2

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DECLARATION OF RESTRICTIONS
AS TO
EAGLEHURST PLAT II

A Subdivision in Sylvania Township, Lucas County, Ohio.

This Declaration, made and entered into by PORT LAWRENCE TITLE
AND TRUST CO., an Ohio Corporation, hereinafter called "Owner", this
25th day of ______________, 1980.

WITNESSETH:

WHEREAS, Owner holds title in fee simple to a certain parcel of
land, situated in Sylvania Township, Lucas County, Ohio, hereinafter
referred to as "EAGLEHURST" and described as follows:

Lots 1 through 20, inclusive, in Eaglehurst Plat II,
a Subdivision in Sylvania Township, Lucas County,
Ohio; and

WHEREAS, Owner has caused a plat of the above described land
to be prepared and recorded in Volume 87, Pages 28 and 29 of the Record
of Plats, Lucas County, Ohio, which plat provides for:

The Subdivision of said land into twenty (20)
Lots numbered consecutively from 1 through 20; the
dedication to public use of certain streets and ways
therein; and the reservation of certain easements
therein for the installation and maintenance of public
utility service; and

WHEREAS, Owner desires to establish, for its own benefit and
for the benefit of all future owners and occupants of all or any
part of Eaglehurst Plat II certain easements and rights in, over and
to Eaglehurst Plat II and certain restrictions upon the manner to use,
improvement and enjoyment of the aforementioned lots in Eaglehurst
Plat II and to impose hereby certain restrictions on such lots in
said Eaglehurst Plat II;

NOW, THEREFORE, in consideration of these 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 Eaglehurst as an architecturally harmonious, artistic, and desirable residence district, owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Eaglehurst hereafter sold, conveyed, or transferred by them, 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

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee.

An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the committee shall be appointed by Owner, and until ninety (90%) per cent of the lots in Eaglehurst Plat II have been sold, Owner shall have full right and authority to remove and replace such members and appoint successors and fill vacancies.

At any time after ninety (90%) per cent of the lots in Eaglehurst Plat II have been sold by Owner to others, the record owners of the lots, acting by a majority, shall have full power and authority to remove, replace and appoint members of the Architectural Control Committee and through a duly recorded instrument to change the composition of the committee and to change, amend, add to or delete from the powers, duties and responsibilities of the committee. In the event of the death, resignation or incapacity of any member of the committee, the remaining members shall have full power and authority to designate a successor, in the absence of action by the lot owners.

A majority of the Architectural Control Committee may designate a representative to act for the committee. Neither the members of the committee, nor its designated representative (if any) shall be entitled to compensation.
Section 2. Architectural Control.

No building, driveway, swimming pool, fence, hedge, wall, walk, or other structure, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the detailed plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the committee. The Committee may require that such plans and specifications be prepared by a competent architect. 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 have the right to take into consideration the suitability of the proposed building or other structure 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.

Section 3. Procedure.

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 sixty (60) days after plans and specifications have been submitted to it, then the same shall be deemed approved.

Section 4. Easements Reserved.

Owner, reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the Plat of Eaglehurst, designated as utility rights-of-way, for the construction, operation and maintenance of electric power, telephone, cablevision and communication lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary 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 Eaglehurst, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 5. Public Utility Rights.

Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone cablevision and other utility poles, lines and conduits, and for water, gas and sewer 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 part of said premises may now or hereafter front or abut.

Section 6. Grades and Slopes.

Owner 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 7. Building Type.

Only one single residence may be erected on each lot. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one single family dwelling house or not to exceed two (2) stories and not more than twenty-eight (28) feet to its highest ridge height and not less than twelve (12) feet to its lowest ridge height, both measurements to be taken from the first floor level; and (b) such other accessory buildings as may be permitted by the Architectural Control Committee. The main roof of all buildings shall be of the gable, hip, or gable type. No exposed exterior surface of any building shall be permitted to consist of cement or cinder block nor of plywood or aluminum siding. No dwelling shall be erected with a frontage of less than sixty (60) feet overall which may include an attached one (1) or two (2) car garage.
Section 8. **Building Location.**

No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line, except that no side yard exceeding three (3) feet shall be required for a permitted accessory building located within twenty-five (25) feet of rear lot line. No detached accessory building shall be located nearer than five (5) feet to the rear lot line.

Section 9. **Landscaping.**

No portion of the within described premises 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 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, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon.

Section 10. **Sight distance at intersection.**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any lot within the triangular area formed by the street property line and driveway line and a line connecting them at points ten (10) feet from the intersection of the street lines. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. **Driveway.**

All driveways are to be hard surfaced with either concrete or asphalt from the road paving to the garage.
ARTICLE TWO

USE RESTRICTIONS

Section 1. Residential Use.

Each lot in Eaglehurst is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

Section 2. Occupancy.

No dwelling erected in said Eaglehurst shall be used as a residence until the exterior and interior thereof has been completed as specified and called for in the detailed plans and specifications therefor. No structure of a temporary character and no trailer, basement, shack, garage, barn or other type of vehicle or outbuilding shall be used on any lot, at any time, as a residence - either temporary or permanent. All approved structures must be completed by an owner within one (1) year following the date of 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 thereof, but if not incorporated within the 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 Owner.

Section 3. Storage of Vehicles.

No boat, boat trailer, recreational vehicle or truck of any type shall be parked, kept or stored on any lot in Eaglehurst; provided that a boat, boat trailer, recreational vehicle or truck may be stored in the garage or other accessory building which has been erected with the consent and approval of the Architectural Control Committee. This restriction shall not prohibit the parking in the driveway of a lot of a truck or van not larger than three quarter (3/4) ton capacity, used by the owner of such lot or a member
of his household, primarily as a means of transportation. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Eaglehurst, except with the approval of the Architectural Control Committee.

Section 4. Business and Signs.

No spiritous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas or oil shall, at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Architectural Control Committee first having been obtained. The right is reserved by Owner to erect advertising signs and displays at entrances to Development until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 5. Pets.

Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained, nor shall any commercial dog kennel be kept upon or maintained on any part of any lots or tract.

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 or a revolving type not higher than seven (7) feet from the ground. No laundry shall be hung for drying on Sundays or legal holidays; no laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power yard equipment, such as power mowers and power shears, shall be used by anyone on Sundays or legal holidays until after 10:00 A.M.

Section 7. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping place for rubbish or grass clippings. All Rubbish, and debris, combustible and non-combustible, and all garbage shall be stored in enclosed containers, or stored and maintained in containers entirely within the garage or basement. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 8. Nuisances.

No noxious or offensive activity 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. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of the premises. All lot owners in Englehurst are responsible for the proper care and maintenance of their respective yards including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from sidewalks. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

Section 9. Propane Tanks.

Any tanks for the storage of propane gas shall be located at least ten (10) feet from any lot line and ten (10) feet from
any residential dwelling and shall comply with all applicable governmental rules and regulations pertaining thereto. All propane gas and oil tanks shall be buried below ground level.

Section 10. Swimming Pools.

All swimming pools deeper than thirty (30") inches shall be fenced with a fence of four (4') foot minimum height and shall be kept locked when not in use.


No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Sylvania Water Department. Approval of such systems as installed shall be obtained from such authority.

Section 12. Sewage Disposal.

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Sylvania. Approval of such system as installed shall be obtained from such authority.

ARTICLE THREE
GENERAL PROVISIONS

Section 1. Binding Effect.

Each grantee of Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights, and powers of Owner, created or reserved by this Declaration or by plat or by 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, regardless of how acquired, and inure to the benefit of such owner,
in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 2. Enforcement.

The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Owner, its successors or assigns, including any lot owner, 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, as interpreted by Owner, and Owner or its successors or assigns, or its agents, 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 3. Term.

These covenants shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or change said covenants in whole or in part.

Section 4. Amendment.

Owner reserves the right to change, amend or rescind any of these restrictions prior to the sale to others of fifty (50) percent of the lots. Thereafter, Owner may, with the consent of seventy-five (75%) percent of the owners of record of said lots, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Addition. After all of the lots have been sold by Owner to others, the owners
of record of seventy-five (75%) percent of said lots may change, amend, or terminate any of these covenants and restrictions. Any such amendments shall become effective upon recording in the Lucas County Recorder’s Office.

Section 5. Mortgage.

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed or trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors and assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 6. Non-Waiver.

None of the restrictions imposed hereby shall be subrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 7. Severability.

The invalidity of any restrictions 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 affect the rest of this Declaration.

Section 8. Assignability.

The rights, privileges and powers retained by Owner shall be assignable and shall inure to the benefit of its successors and assigns.
IN WITNESS WHEREOF, PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, has caused this Declaration to be signed by its President and Vice-President on the day and year first above written.

Two witnesses.

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE.

By: John A. Laskey, President
Robert L. Wasserman, Vice-President

STATE OF OHIO ) SS
COUNTY OF LUCAS)

Acknowledged June 20, 1980, by said Corporation, by said Officers, by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 20, 1980 at 3:02 P.M. in Mortgage Record 80-463003, Lucas County, Ohio Records.