EAGLEHURST

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DECLARATIONS OF RESTRICTIONS
FOR
EAGLEHURST SUBDIVISION IN
SYLVANIA TOWNSHIP, LUCAS
COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS, THAT CECIL S. RICHARDSON AND MARGARET G. RICHARDSON, The present owners of each and every of the lots known as #1 to #39 inclusive in the Subdivision in Sylvania Township, Lucas County, Ohio, known as Eaglehurst, the plat of which is recorded in Volume_____, page_____ of the Record of Plats, Lucas County, Ohio, for the benefit and protection of itself and of each of the future owners of each of the lots in said Addition, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots hereinafter sold, conveyed, or transferred by Cecil S. Richardson and Margaret G. Richardson including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:-

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and 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 of not to exceed one and one-half stories and not more than twenty (20') 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: (b) one private, one, two or three car garage (which may be attached to the dwelling house if desired); and (c) such other accessory buildings as may be permitted by the architectural control committee. The main roof of all buildings shall be of the Cable or the Hip type. No dwelling shall be erected with a frontage of less than sixty (60) feet overall which may include a one or two car garage.

2. ARCHITECTURAL CONTROL. No building, 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 plans and specifications prepared by a competent architect, 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 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 structures and of the materials 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. Any and all oil tanks must be buried below ground level.

3. 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. In any event, no building shall be located on any lot nearer than seventy-five (75) feet to the front lot line or nearer than thirty-five (35) feet to any side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line, except that no side yard exceeding two (2) feet shall be required for a detached garage or other permitted accessory building located one hundred twenty-five (125) feet or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than ten (10) feet to the rear lot line. No building on Lot 31 or 11 shall be located nearer than thirty (30) feet to the north lot line.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot.

5. 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.

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

7. ARCHITECTURAL CONTROL COMMITTEE.

A. MEMBERSHIP. The Architectural Control Committee shall be composed of Cecil

S. Richardson and Margaret G. Richardson or their designated representative until such time as Cecil S. Richardson and Margaret G. Richardson has conveyed to others 90% of the lots in said Addition after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a majority of said lots. 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 in the absence of action by the lot owners. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for service performed pursuant to this covenant. At any time after Cecil S. Richardson and Margaret G. Richardson has conveyed to others 90% of the lots in said Addition, 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.

B. 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 thirty (30) days after plans and specifications have been submitted to it, then the same shall be deemed approved.

8. 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 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 change said covenants in whole or in part.

9. 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.

10. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

11. SIGNS. No sign of any kind shall be displaced to the public view on any lot except one sign for Doctors of Medicine of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or sign used by a builder or broker to advertise the property during the construction and original sales

period.

12. LIVESTOCK AND POULTRY. 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 purposes.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. WATER SUPPLY. 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 Health Department of Lucas County. Approval of such system as installed shall be obtained from such authority.

15. 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 said Health Department. Approval of such system as installed shall be obtained from such authority. All septic tanks and leaching fields shall be located at the front of each residence.

16. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. 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.

17. No trailer of any type shall be parked, kept or stored on any lot in said Subdivision, unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the architectural control committee.

18. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely

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finished, both exterior and interior, according to the approved plan.

Signed and acknowledged in the presence of:

Cecil S. Richardson, Husband,

Margaret G. Richardson, Wife.

Two witnesses

Acknowledged September 30, 1955, by Cecil S. Richardson and Margaret G. Richardson, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record October 3, 1955 at 2:13 P.M., and recorded in Volume 1757 of Mortgages, page 525.