This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, John E. Elden and Julia Elden (husband and wife) are the owners in fee simple of the following described real estate, to-wit:

Lots numbers 36 to 48 both inclusive, in ELDEN'S RANCH VIEW, Plat Three, an Addition in the VILLAGE OF SYLVANIA, LUCAS COUNTY, OHIO.

AND WHEREAS, the said John E. Elden and Julia Elden (husband and wife) as such owners of such real estate have prepared and submitted a Plat of said parcel of land to the proper authorities of the Village of Sylvania, Ohio, and of Lucas County, Ohio, for their approval and allowance as a Plat in said Village, County and State. Said subdivision or addition as shown by said Plat contains lots numbers 36 to 48 both inclusive as shown on said Plat known as Elden's Ranch View Plat 3, said Plat being recorded in Volume 57 of Plats, at page 33, Lucas County, Ohio, records.

NOW THEREFORE, John E. Elden and Julia Elden (husband and wife) the owners of the land described above and covered by the Plat of Elden's Ranch View Plat 3 as aforesaid, in order to establish a general plan for the development of said addition or allotment designed to make the said lots in said addition more attractive for residential purposes and to protect the owners of said lots in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said John E. Elden and Julia Elden (husband and wife) their heirs and assigns, hereby declare and stipulate that the above real estate being lots numbers 36 to 48 both inclusive, as shown by the recorded Plat of Elden's Ranch View Plat 3, an addition in Sylvania Township, Lucas County, Ohio, now owned by them, shall hereafter be conveyed by them, their heirs and assigns, subject to the restrictions hereinafter set forth:

(1) These covenants and restrictions are to run with the land and shall be binding on the said John E. Elden and Julia Elden (husband and wife) and all persons claiming under or through them until the twenty-second day of June, A.D., 1984, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless by a majority of the then owners of said lots 36 to 48 inclusive in Elden's Ranch View, Plat 3, it is agreed to change said restrictions and covenants in whole or in part.

However, such changes shall be by instruments setting forth said changes and acknowledged by at least ten owners of said lots 36 to 48 inclusive, in said Elden's Ranch View, Plat 3, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination to the successive period mentioned herein, and shall be effective and operate to affect such changes from and after the termination of such successive period as follows the date of the filing thereof for record with the Lucas County Recorder.

(2) Invalidation of any of the restrictions and covenants herein by judgment, court order, or by act of the owners as provided in Section 1 above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall
remain in full force and effect.

(3) No liquor, whether spirituous, vinous, or fermented shall be sold or be allowed to be sold on said premises.

(4) Said premises shall not be used or be permitted to be used for any business purposes and no noxious or offensive activities shall be carried on upon any part of said premises nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

(5) Lots numbers 36 to 48 both inclusive in said Elden’s Ranch View, Plat 3, in Sylvania Village, Lucas County, Ohio, shall be described and known as residential lots; no structure shall be erected on any one residential lot other than one detached single family dwelling and/or a private garage building of not more than three car capacity. This restriction shall be construed to prohibit the erection of a duplex, income bungalow, tenement, flat or other building designed or altered to be occupied by more than one family or and the maintenance and use of an outdoor privy or any other building other than a single family residence and a private garage of not more than three car capacity except as otherwise in this paragraph provided.

(6) No building, structure, or basement shall be erected, placed or altered on any building residential lot in said Elden’s Ranch View, Plat 3, until the building plans, specifications, design, and plot plan showing the location of such building have been approved in writing by the Building Committee designated herein, as to location of the building with respect to topography and finished ground elevation and the cost thereof. Such committee shall be composed of three members, one of whom shall be John E. Elden and two members of said committee shall be appointed by said John E. Elden. All members of said committee other than John E. Elden may be removed from said committee at any time upon written notice from said John E. Elden and no member of said committee, shall be entitled to compensation for services rendered in connection with this paragraph. In case of death of said John E. Elden or in the event of his incompetency or inability to serve than in that or either event Julia Elden, wife of said John E. Elden, shall become a member of said committee and thereafter two members of said committee shall be appointed by said Julia Elden with similar powers of removal and substitution as is reserved herein by said John E. Elden. In case of death of said Julia Elden or her incompetency or inability to serve as a member of said committee then such committee shall consist of 3 members as aforesaid and said committee shall be elected by not less than nine of the then lot owners of said Elden’s Ranch View, Plat 3, in the Village of Sylvania, Lucas County, Ohio. All plans, estimates, and profiles for any building to be erected on the real estate hereinabove described shall, before any part of construction work is begun, be submitted to the committee, hereinabove provided for, and no building shall be constructed until said plans, estimates, profiles, design and plot plan have been approved by said committee in writing, as aforesaid. After the year 1984 if there be any need for the committee herein provided for, the then lot owners in such addition may elect such committee, but such new committee shall not act until there shall have been filed with the Recorder of Lucas County, Ohio, an instrument in writing proving their election by a majority of the then owners of said lots.
(7) No garage building shall be placed nearer than 75 feet to any street, road or avenue, except that if said garage building is made an integral part of the main residence structure, said garages integrated with said residence may be built to the building line as shown on said plat of Elden's Ranch View, Plat 3.

(8) No residence shall be erected on any lot which has less than a frontage of 75 feet on an abutting street or less than a total of 10,000 square feet.

(9) All residence buildings erected on any of said lots shall be ranch type, the roof of which may be at the highest point not to exceed 22 feet from grade level of said lots and no residence building shall be erected having less than 1,240 square feet of floor area exclusive of utility room, porches, or unfurnished floor area of any nature. If an attached garage of approved design has a floor area of 240 square feet, or more, 120 square feet of said attached garage may be included in said residential square footage.

On all lots grade levels shall be between 16 inches to 30 inches above the finished paved portion of the street or top of curb, whichever is the highest.

(10) Other than two house dogs, one house cat and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said addition or subdivision.

(11) Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, and said premises may not be used for a boarding house, rooming house, public or private hospital, or for any infirmary purposes, said premises being herein expressly restricted to single-family residential purposes only as aforesaid.

(12) Said premises shall not be used for the storage of automobiles, trailers, scrap, iron, wood, building material, paper, glass or any reclamation product or material, except that during the period a building is being erected upon any such lots, building materials may be stored thereon. However, any building material not incorporated into said building within 90 days after its delivery to such lot shall be removed therefrom.

(13) No trash burner, outdoor fireplace or other device expelling gases shall be placed within 10 feet of any adjoining lot or lots.

(14) No fences, hedges or wall shall be maintained within 20 feet of any line of said lot that is more than 4 feet in height; and any fence, hedge or wall that is placed on the street side of the building line as shown on the plat of Elden's Ranch View, Plat 3, shall be of an ornamental nature and shall not be more than 4 feet in height. In side and rear yards the word hedge shall not be construed to mean shrubs, shrubbery, trees, plants, flowers, flower beds, statuary, fountains, and similar ornamentation unless they are used as a complete enclosure such as a fence or wall.

(15) No portion of any lot on the street side of the building line as shown on said plat of Elden's Ranch View, Plat 3, shall be used for any purpose other than that of lawn, provided however, this covenant shall not be construed to prohibit walks, shrubs, drives, shrubbery, ornamental plants, flowers, flower beds, statuary, trees, fountains, and similar ornamentation, but shall be construed to pro-
hibit the planting or maintaining of vegetables, grains or weeds thereon. (16) No porch or veranda shall be placed on said lots so that any portion thereof shall be nearer any street, avenue or road than the established building line as shown on the plat of Elden's Ranch View, Plat 3.

(17) No weeds, underbrush or unsightly object of any kind shall be placed or suffered to remain upon any part of said premises. The committee mentioned in Paragraph 5 hereof may after notice to the owner of the premises involved, cause said premises to be mowed and cleaned at the owners expense.

(18) There is hereby reserved to grantors, their heirs, successors and assigns the perpetual easement right-of-way for public utility purposes shown on the recorded plat of Elden's Ranch View, Plat 3, and said right-of-way is reserved, as aforesaid, for telephone lines, service lines, electric lines, water and other public utility facilities both below and above ground, for the use and benefit of adjacent and neighboring premises together with the right to enter upon said premises for the purpose of laying, installing, repairing, relaying and maintaining the same.

(19) No sod, dirt or gravel shall be removed from the said premises without the written approval of the committee designated in number 6 herein.

(20) No cesspool, privy vault or open cistern shall be maintained on said premises, nor any pool which may be a menace to the health of adjoining lot owners.

(21) No tent, house car, trailer or other similar housing device shall be used for living purposes on said premises.

(22) Any tent, house car, trailer or other similar housing device if maintained on said premises shall be housed in a garage building.

(23) No signs of any nature shall be posted or placed on any lots in Elden's Ranch View, Plat 3 at any time, except for sale signs by said owner or his agent, but said sign may not exceed 3 square feet in size. This paragraph shall not apply to the developer of said subdivision.

(24) That all transfers or conveyances of lots mentioned herein shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said John E. Elden and Julia Elden (husband and wife) hereunto set their hands this 4th day of September, A. D. 1958.

John E. Elden
Julia Elden

Two witnesses.

Acknowledged September 4, 1958 in Lucas County, Ohio, before a Notary Public, State of Ohio (seal).

Received for record September 4, 1958 and recorded in Volume 1899 of Mortgages, page 500.