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, and THE ELDEN SUPPLY CO., Inc., an Ohio Corporation, are the owners in fee simple of the following described real estate, to wit:

Lots Numbers Seventy-eight (78), Seventy-nine (79), Eighty (80), Eighty-one (81), Eighty-two (82), Eighty-three (83), Eighty-four (84), Eighty-five (85), Eighty-six (86), Eighty-seven (87), Eighty-eight (88), Eighty-nine (89), Ninety (90), Ninety-one (91) and Ninety-two (92) in ELDEN'S RANCH VIEW, PLAT VI, an Addition in the City of Sylvania, Lucas County, Ohio.

and

WHEREAS, the said John E. Elden and Julia Elden, husband and wife, and The Elden Supply Co., Inc., an Ohio Corporation, as such owners of such real estate have had said Plat, being Plat six (6) in ELDEN'S RANCH VIEW, an Addition in the City of Sylvania, Lucas County, Ohio, approved by the proper authorities in the City of Sylvania and of Lucas County, Ohio, and

WHEREAS, said Plat has been recorded in Volume 63 of Plats, at Page 34, Lucas County, Ohio Records.

NOW, THEREFORE, John E. Elden and Julia Elden, husband and wife, and The Elden Supply Co., Inc., an Ohio corporation, the owners of the land described above and covered by the Plat of ELDEN'S RANCH VIEW, Plat Six (6), 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, and The Elden Supply Co.,
an Ohio Corporation, their heirs and assigns, hereby declare and stipulate that the above real estate being lots number Seventy-eight (78) to Ninety-two (92) inclusive, as shown by the recorded Plat of ELDEN'S RANCH VIEW, Plat Six (6), an Addition in the City of Sylvania, Lucas County, Ohio, now owned by them, shall hereafter be conveyed to 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 The Elden Supply Co., Inc., an Ohio Corporation, and all persons claiming under or through them until the 1st day of October, 1998, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a majority of the then owners of said lots Seventy-eight to Ninety-two inclusive in Elden's Ranch View, Plat VI, 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 Seventy-eight (78) to Ninety-two (92) inclusive, in said Elden's Ranch View, Plat VI, 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 effect 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 spiritous, 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 Seventy-eight (78) to Ninety-two (92) inclusive in said Elden's Ranch View, Plat VI, in the City of Sylvania, 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 VI, until the building plans, specifications, design, and plat 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, then in
that or either event, William D. Elden, son of said John E. Elden,
shall become a member of said committee and thereafter two members
of said committee shall be appointed by said William D. Elden with
similar powers of removal and substitution as is reserved herein by
said John E. Elden. In case of death of said William D. Elden or
his incompetency or inability to serve as a member of said committee,
then such committee shall consist of three members as aforesaid and
said committee shall be elected by not less than twelve of the then
lot owners of said Elden's Ranch View, Plat VI, in the City 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 1995, 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 seventy-
five (75) feet to any street, road or avenue, except that is 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 VI.

(8) No residence shall be erected on any lot which has less
than a frontage of sixty (60) feet on an abutting street or less than
a total of eight thousand (8,000) square feet.

(9) All residence buildings erected on any of said lots shall
be ranch type, one or two story, the roof of which may be at the
highest point not to exceed thirty (30) feet from grade level of said lot and no residence building shall be erected having less than eighteen hundred (1,800) square feet of floor area exclusive of utility room, porches, or unfinished floor area of any nature or garage area.

On all lots grade level shall be between approximately sixteen (16) to thirty (30) inches above the finished paved portion of the street or top of curb, whichever is the highest, subject to Committee's approval.

(10) Other than one house dog, 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 expel__ gases shall be placed within 10 feet of any adjoining lot or lots.

(14) No fences, hedges or wall shall be maintained within twenty (20) feet of any line of said lot that is more than four (4) feet in height, and no fence, or wall shall be placed on the
street side of the building line as shown on the plat of Elden's Ranch View, Plat VI. In the 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 enclosure such as a fence or wall. All above subject to Committee's approval. Trees in front yard shall not be planted within five (5) feet of lot line.

(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 VI, 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 prohibit the planting or maintaining or 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 VI.

(17) No weeds, underbrush or unsightly object of any kind shall be placed or suffered to remain upon any part of said premises.

(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 VI, 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 pools shall be installed on any lot without the written approval of Committee.

(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 shall be put between front lot line and street. No sign shall be put in front yard or on buildings without approval of Committee. In case of any dispute or any misunderstanding in regards to sign or signs, it shall be controlled by the decision of the Committee in number six (6) herein.

(24) That all transfers and conveyances of lots herein mentioned 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 1st day of October, A.D., 1968.

IN WITNESS WHEREOF, The Elden Supply Co., Inc., an Ohio Corporation, has caused its corporate name to be subscribed to these presents by its President and Secretary this 1st day of October, 1968.

John E. Elden
Julia Elden

THE ELDEN SUPPLY CO., INC.
an Ohio corporation

By William D. Elden, President
John E. Elden, Secretary

Two witnesses,

Acknowledged October 1, 1968 by John E. Elden and Julia Elden, husband and wife, in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Acknowledged October 1, 1968 by said Company by said Officers, by authority of its Board of Directors in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record January 2, 1969 and recorded in Volume 2273 of Mortgages, page 457.