ELDENS RANCH
VIEW

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:

ELDEN'S RANCH VIEW comprises that part of the west one-half (1/2) of the southeast one-fourth (1/4) of Section Four (4), Town Nine (9) South, Range Six (6) East, in the Village of Sylvania, Lucas County, Ohio, described as follows:

Beginning at a point on the south line of said southeast one-fourth (1/4) of Section Four (4) which is 798.41 feet easterly from the southwest corner of said southeast one-fourth (1/4) of Section Four (4); thence northerly on a line parallel with the west line of said southeast one-fourth (1/4) a distance of 185.97 feet, thence easterly on a line measured at right angles to the last described line a distance of 100 feet; thence northerly on a line parallel with said west line of the southeast one-fourth (1/4) a distance of 465 feet; thence easterly on a line measured at right angles to the last described line a distance of 425.81 feet to a point on the east line of said west one-half (1/2) of the southeast one-fourth (1/4) of Section Four (4); thence southerly on the east line of said west one-half (1/2) of the southeast one-fourth (1/4) of Section Four (4) (said east line also being the west line of Sylvania Parkside Additions) a distance of 625.08 feet to a point on the said south line of the southeast one-fourth (1/4); thence westerly on the said south line of the southeast one-fourth (1/4) of Section Four (4) a distance of 518.91 feet to the point of beginning.

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 numbered 1 to 16 both inclusive and lettered Lot A as shown on said Plat known as Elden's Ranch View said Plat being recorded in Volume 52 of Plats, at pages 31 & 32, 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 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 1 to 16 both inclusive, as shown by the recorded
Plat of Elden's Ranch View, an addition in Sylvania Village, 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 auto-
matically extended for successive periods of ten years unless by a majority of
the then owners of said lots 1 to 16 inclusive in Elden's Ranch View, 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 1 to 16 inclusive, in said Elden's Ranch
View, which instrument shall be filed for record with the Recorder of Lucas
County, Ohio, previous to the termination of 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, vinosus, 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 1 to 16 both inclusive in said Elden's Ranch View 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 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 by 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 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 three members as aforesaid and said committee shall be elected by not less than nine of the then lot owners in said Elden's Ranch View, 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 pro-
vided 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 1924 if there be any need for the committee
herein provided for, the then lot owners in such addition may elect such com-
mittee, 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 they may be located not nearer than 60 feet
from Erie Street and not nearer than 40 feet from Elden Drive. Provided however
on lots 4, 12, 13 and 16 garages integrated with said residence may be built to
the building line as shown on said plat of Elden's Ranch View.

(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 20 feet
from grade level of said lot and no residence shall be erected having less than
1,240 square feet of floor area exclusive of utility room, porches, or unfinished
floor area of any nature. An attached garage which does not consist of more
than 240 square feet may be included in said square footage. On all lots grade
level shall be between 8 to 14 inches above the finished paved portion of the
street known as Elden Drive.

(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, manufactur-
ing, storage or business purpose, nor same to 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, hedge 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 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 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 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.

(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 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 designed 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 similar housing device if maintained on said premises shall be housed in a garage building.

(23) 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 22nd day of June, A.D. 1954.

Signed: John E. Elden
Julia Elden

Two witnesses.
Acknowledged June 22, 1954, before a Notary Public in Lucas County, State of Ohio Seal.
Received for record June 24, 1954 and recorded in Vol. 1673 of Mortgages, page 362.