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 Upon FAIRFIELD ESTATES,  
A Subdivision in Sylvania Township, Lucas County,  
Ohio.

KNOW ALL MEN BY THESE PRESENTS: That,  
WHEREAS, JAMES M. EDMUNDS, WESTON L. GARDNER,  
CHARLES W. FOIST and DOROTHY BROKAW, hereinafter referred to as  
the "Owners", are the owners in fee simple of the following  
described premises, situated in Sylvania Township, Lucas County,  
Ohio:

Lots 1 to 16 inclusive in  
FAIRFIELD ESTATES, a Subdivision in  
Sylvania Township, Lucas County, Ohio.

AND WHEREAS, Owners desire to establish restrictions  
upon the manner of use, improvements, and enjoyment of the above  
described lots in FAIRFIELD ESTATES, and to hereby impose on said  
Lots in said FAIRFIELD ESTATES, certain restrictions.  

NOW THEREFORE, in consideration of the premises, and in  
consideration of the enhancement in value thereof, and to afford  
purchasers due and ample protection in the use and occupancy  
thereof for the purposes of which the same are designated, and to  
provide a general plan for the development of said addition  
designed to make same more attractive for residential purposes,  
Owners, for themselves, their heirs and assigns, hereby declare  
and stipulate that each Lot in said FAIRFIELD ESTATES shall  
hereafter be conveyed by them, their heirs and assigns, subject  
to the restrictions hereinafter set forth:

1. All lots in said subdivision shall be known and  
described as residential lots and shall be used and occupied  
solely and exclusively for private residence purposes by a  
single family; and no other than one single family, private
residence purpose building with attached garage, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain on any lot in said subdivision and which shall meet all of the requirements and restrictions set out below; and no lot in said subdivision shall be subdivided into smaller parcels or used or occupied except as one parcel.

2. No trailer, basement, tent, shack, garage, barn, house car or other temporary shelter shall be maintained or used as a residence, temporarily or permanently, on any lot in said subdivision, and no building erected thereon shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

3. The garage attached to any dwelling shall have a capacity of not more than 3 passenger motor cars, and such garage shall be for the sole private use of the owner(s) of the lot upon which it is located. Such garage shall be subject to all of the reservations, restrictions, requirements and limitations which are applicable herein to the dwelling.

4. No lot in said subdivision shall be re-subdivided into building sites, nor shall any dwelling be erected on any lot having an area or street frontage of less than that shown in the original recorded plat.

5. All dwellings erected in said subdivision shall front on Fairfield Drive.

6. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot in said subdivision:

(a) Which is more than 1-1/2 stories in height;
(b) Which does not have at least 1450 square feet of floor space, exclusive of basements, attics, utility rooms, closets, cabinets, storage spaces, stairways and porches; and which does not have at least four rooms, exclusive of bath rooms, closets, unfinished attic, cellar and garage;

(c) Which does not have a completed cost or a fair value of at least $18,000.00, exclusive of land, and other improvements thereof or thereon, as determined by the 1954 United States Department of Labor Cost Index, it being the intention and purpose to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which could be produced in 1954 at the minimum cost stated above for the minimum permitted cost or fair value of dwellings in said subdivision;

(d) And the plans and specification of which have not been approved by the Architectural Control Committee as provided in #7 below.

7. No dwelling, fence, hedge, wall, walk, driveway or other enclosure or structure, grading or planting, or any addition thereto or alteration thereof, shall be erected, reconstructed, placed or suffered to remain upon any lot in said subdivision unless or until the 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 lot, including the grade elevations of said dwelling, and the plot plan showing the proposed location of said dwelling on the lot, shall have been submitted to and approved in writing by the Architectural Control Committee as to quality or workmanship and materials and conformance to these restrictions and a copy thereof as finally approved lodged permanently with the Architectural Control Committee. Such Committee is to have the right to refuse to approve any such plans, specifications and
grading plans which do not conform to these restrictions or which are not suitable or desirable in the opinion of said Committee for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed dwelling or other structure and the materials of 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 such dwelling or structure, as planned, on the outlook from the adjacent or neighboring property. No dwelling, fence, hedge, wall, walk or other structure, grading or planting shall be erected, reconstructed, placed or suffered to remain upon any lot in said subdivision, added to, change or altered otherwise than strictly in accordance with the plans and specifications so approved in writing by said Committee.

The Architectural Control Committee, referred to in the preceding paragraph, shall be composed of James M. Edmunds, Weston L. Gardner and John W. Yager, their survivors or designees, until such time as James M. Edmunds and Weston L. Gardner have conveyed to others over 50% of the lots in said subdivision, and shall continue as such Committee until their successors are designated as hereinafter provided. At any time after James M. Edmunds and Weston L. Gardner have conveyed to others over 50% of the lots in said subdivision, the then record owners of a majority of the lots shall have the power to appoint an Architectural Control Committee composed of 3 lot owners in said subdivision, which appointment shall be evidenced by a duly recorded instrument. A majority of said Committee may designate a representative to act for it. In the event of death or
resignation or incapacity 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. At any time after James M. Edmunds and Weston L. Gardner have conveyed to others over 50% of the lots in said subdivision, the then record owners of a majority of the lots shall have power, through a duly recorded instrument, to change the membership of such Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services pursuant to this covenant.

The Committee's approval or disapproval, as required in this covenant, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed to have been approved.

8. No dwelling or part thereof, nor any addition thereto or alteration thereof, shall be erected, reconstructed, placed or suffered to remain upon any part of any lot in said subdivision, closer to any street than is specified by the setback lines shown upon the plat of said subdivision as recorded. Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the dwelling, may be built and maintained on any part of such restricted areas, if approved by the Architectural Control Committee, as hereinabove provided. Covered porches and bay, bow and oriel windows shall be deemed a part of the main dwelling and shall not encroach on any part of such restricted areas.

No portion of any lot in said subdivision nearer to the street than the setback lines shall be used for any purpose other
than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains and similar ornamentations, for the purpose of beautifying said lot; but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon said lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

9. Free or open spaces shall be left in every lot in said subdivision which is built upon, on both sides of every dwelling erected thereon, which free or open space shall extend the full depth of the lot and shall be in addition to and independent of any free or open space pertaining to or required for any other dwelling on any other lot. No part of any dwelling, except as hereinafter provided, shall encroach upon such free space, unless allowed and approved by the Architectural Control Committee as hereinabove provided.

The width of such free or open space on any lot in said subdivision, shall be not less than 10% of the total front footage of that lot on each side of any dwelling; provided, however, that covered porches, the floors of which are no higher than the level of the first floor of the dwelling, as well as one story extensions of the dwelling, no part of any wall of which is more than 15 feet above the level of the first floor of the dwelling may encroach upon such free or open spaces by projecting thereon not more than 10 feet, but not nearer than 10 feet to the side line.
of each lot; and provided further that steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the dwelling, may be built and maintained on any part of such restricted areas, but not nearer than 10 feet to the side line of each lot.

10. No lot in said subdivision shall be used for any purpose not permitted by the Zoning Regulations of Sylvania Township, as the same may be amended from time to time; and no nuisance of any character shall be erected, constructed, suffered, permitted, committed, maintained, used or operated thereon.

11. Easements for the installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

12. The provisions herein contained shall run with and bind the land and shall be binding on all parties and all persons claiming under the Owners, and shall inure to the benefit of and be enforceable by Owners or the owner of any lot in said subdivision, their respective legal representatives, heirs, successors and assigns, to and including December 31, 1980, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded, agreeing to change said covenants and restrictions in whole or in part.

The failure by Owners or any lot owner, however long continued to object to any violation or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant, condition or restriction either to restrain such violation or to recover damages thereon, and Owners or any lot owner bringing such proceedings, shall be entitled to be paid for and may recover from the owner of the land on which such violation is threatened or has occurred, the costs and expenses, including attorney fees, incurred or expended as a result of such violation or threatened violation.

13. All of these covenants, restrictions, conditions and agreements shall be construed together, but if it shall be held that any one of them, or any part thereof is invalid or unenforceable, the remainder shall not be affected thereby and shall remain in full force and effect.

14. No covenants, provisions, conditions, restrictions or recitals in any subsequent deed or deeds for any lot or lots in said subdivision shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except that the right is hereby expressly reserved to annul, waive, change, enlarge or modify any of the covenants, restrictions, conditions and agreements herein contained by an instrument in writing signed, acknowledged and executed in the manner in which deeds are required to be executed by the owners of not less than 2/3 of the lots in said subdivision, and such an instrument shall be recorded.

The undersigned, June M. Edmunds, Suzanne L. Gardner, Janet M. Feist and Harold Brokaw, spouses of the respective Owners, do hereby for a valuable consideration, and in consideration of the
premises and of the enhancement in value of the lots in said subdivision, consent and agree to the foregoing restrictions and covenants.


Received for record May 23, 1955 and recorded in Volume 1730 of Mortgages, page 374.
By Instrument dated January 14 and 15, 1981, filed for record on January 23, 1981 at 2:52 P.M., and recorded in Volume 1997 of Mortgages, page 605 there appears the following waiver of Declaration of Restrictions:

The owners of all lots in Fairfield Estates, a Subdivision in Sylvania Township, Lucas County, Ohio, do hereby waive the following breach of covenant and condition as to lot number one (1), to-wit:

"...The width of such open space on any lot in said subdivision shall not be less than ten (10) percent of the total front footage on that lot on each side of any dwelling...

Wherefore, a dwelling was constructed on lot number one (1) closer to the North Boundary line that the ten (10) percent of the front line covenants, more specifically 5.2 feet instead of 12.1 feet, and for this reason we do hereby waive the above-mentioned restrictions.

And, whereas, any future owner of lot number two (2) may sell to the owner of lot number one (1) as much land as the owner of lot number one (1) desires, but not more than twenty-five (25) feet of lot number two (2) which is adjacent to lot number one (1). This would be in violation of the following restrictions which are recorded in Volume 1730 of Mortgages, page 374, Lucas County Recorder’s Office:

1. ... and no lot in said subdivision shall be subdivided into smaller parcels or used or occupied except as one parcel.

4. ... No lot in said subdivision shall be re-subdivided into building sites, nor shall any dwelling be erected on any lot having an area or street frontage of less than that shown in the original recorded plat.
We further agree to permit any owner of lot number two (2) to sell or encumber said lot with the front foot shortage and area shortage, contrary to the above-mentioned restrictions, and agree for ourselves and our assigns to waive all rights each of us may have to enforce said restrictions.

These waivers shall be binding upon ourselves, heirs, administrators, executors and assigns.

The owners do hereby acknowledge that these waivers shall only constitute a waiver as to the above-captioned lots and is in no way to be construed as a waiver to any other restrictions, covenants, or conditions, to any other lot or lot owners in this subdivision. The restrictions as recorded shall be in full force and effect as to any other violations not hereinabove mentioned, or itemized.

NOTE: The above waiver was signed, witnessed and acknowledged by the purported owners of lots numbers 1 through 16 and lots B and C.

NOTE: Beneath the acknowledgment of the above instrument there appears the following: "We the undersigned, trustees of Sylvania Township, do hereby waive the within stated breach of building side yard on lot one (1) only, in the Subdivision of lots in Fairfield Estates, a Subdivision in Sylvania Township, Lucas County, Ohio, as such breach may be affected by the Sylvania Township Zoning.

Signed Harry Ries
Earl Box ) Trustees
Howard Hine)
ARTICLES OF AGREEMENT

This Agreement made and concluded at Toledo, Ohio on this 18th day of May, 1961, by and between Roy H. McClure and Peggy J. McClure, husband and wife, parties of the first part, and Frank Ciaramitaro and Dorothy W. Ciaramitaro, husband and wife, parties of the second part;

WITNESSETH:

WHEREAS, said parties of the first part are the owners of Lot Number two (2) in Fairfield Estates, a Subdivision in Sylvania Township, Lucas County, Ohio, excepting the south eleven (11) feet thereof; and

WHEREAS, said parties of the second part are the owners of Lot Number one (1) and the south eleven (11) feet of Lot number two (2) in Fairfield Estates, a Subdivision in Sylvania Township, Lucas County, Ohio; and

WHEREAS, said parties hereto as such owners desire to establish restrictions upon the manner of use, improvements and enjoyment of said lots as nearly as possible in conformity with the building restrictions for said Fairfield Estates, dated the 22nd day of May, 1955 and recorded in Volume 1730 of Mortgages, page 374, Lucas County, Ohio Records and also in conformity with the zoning regulations of Sylvania Township, Lucas County, Ohio;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth and other valuable consideration paid by the parties of the second part to the parties of the first part, receipt of which is hereby acknowledged by the parties of the first part, it is hereby agreed by and between said parties, as follows:
1. That for all purposes of said building restrictions for said Fairfield Estates, which are recorded in Volume 1730 of Mortgages, page 374, Lucas County, Ohio Records, and for all purposes of the zoning regulations of Sylvania Township, Lucas County, Ohio, the south line of the portion of said Lot Number two (2) in Fairfield Estates owned by the parties of the first part shall be deemed to be a line parallel to and eleven (11) feet north of the south line of said Lot Number two (2) as shown upon the recorded plat of said Fairfield Estates, and that the free or open space, as required by said building restrictions, which shall be left on the south side of any dwelling which may be erected on that portion of said Lot Number two (2) in Fairfield Estates owned by said parties of the first part, shall have a width of not less than thirteen and six-tenths (13.6) feet measured from the south side of such dwelling to said line parallel to and eleven (11) feet north of the south line of said Lot Number Two (2) as shown upon the recorded plat of said Fairfield Estates.

2. That for all purposes of said building restrictions and for all purposes of said zoning regulations, the south eleven (11) feet of said Lot Number two (2) in Fairfield Estates shall be deemed to be a part of the free or open space, as required by said building restrictions, on and along the north side of the dwelling which has been erected on said Lot Number one (1) in said Fairfield Estates.
3. That the provisions herein contained shall run with and bind the land described above and shall be binding on all parties hereto and all persons claiming under all parties hereto, and shall inure to the benefit of and be enforceable by all parties hereto or by the owner or owners of any lot in said subdivision of Fairfield Estates, their respective legal representatives, heirs, successors and assigns, so long as said building restrictions, or as the same may be hereafter amended, shall continue in force and effect.


Two witnesses. Signed and acknowledged May 18, 1961 by Frank Ciaramitaro and Dorothy W. Ciaramitaro before a Notary Public, Lucas County, Ohio. Seal.


By Instrument filed for record May 6, 1964 at 2:46 P.M., and recorded in Volume 2112 of Mortgages, page 574, Donald B. Kendall, Robert R. Shoemaker, O.D., and Elman Rowe were appointed to serve as the new Architectural Control Committee of Fairfield Estates.