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DECLARATION OF RESTRICTIONS
APPLICABLE TO LOTS IN GRIFFITH PARK
PLAT I, a SUBDIVISION in the VILLAGE
OF SYLVANIA, LUCAS COUNTY, OHIO

WHEREAS, Beatrice O. Douglass, Kathryn Douglass Loud, Fred M.
Douglass, Jr. and The Ohio Citizens Trust Company, all as Co-trustees of the
trust created by the last will and testament of Fred M. Douglass, also known
as Frederick M. Douglass, deceased, hereinafter called "Owners", are the owners
in fee simple of all of the real property embraced in GRIFFITH PARK PLAT I, a
SUBDIVISION in the VILLAGE of SYLVANIA, LUCAS COUNTY, OHIO, being lots numbered
one (1) to thirty-nine (39) inclusive; and

WHEREAS, said subdivision is platted and will be improved for residential
use, and the owners and developers thereof desire to subject same to certain
covenants, agreements, easements and restrictions as hereinafter set forth; and

WHEREAS, it will be beneficial to the future owners of all of said lots
to impose reasonable restrictions upon the use, occupancy, improvement and enjoy-
ment of the same, which shall bind all present and future owners thereof and shall
run with the land, all as herein set forth:

NOW, THEREFORE, in order to provide a uniform general plan for the
improvement, development, use and occupancy of said GRIFFITH PARK PLAT I, a
SUBDIVISION in the VILLAGE OF SYLVANIA, LUCAS COUNTY, OHIO, as an architecturally
harmonious and desirable residential district and to maintain and perpetuate said
district in its entirety as originally planned for the maintenance of property
values of residences to be hereafter constructed therein, and in consideration of
the matters herein set forth, the owners of all of the lots in said GRIFFITH PARK
PLAT I as now constituted, for themselves, their respective heirs, executors,
administrators, successors and assigns, for the regulation and protection of every
person, his heirs, executors, administrators, legal representatives and/or assigns
who now is, or shall in the future be, the owner, occupant or tenant of any
interest in and to any lot, lots or part thereof, by the execution and recording of this Declaration of Restrictions, do hereby restrict the improvement, development, use and occupancy of all lots in said GRIFFITH PARK PLAT I in the VILLAGE of SYLVANIA, LUCAS COUNTY, OHIO, for the period, to the extent, and in the manner, following:

(a) The restrictions hereinafter set forth shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to any of the lots in said Subdivision or any part thereof until January 1, 1980. At said time said restrictions or any portion thereof may be extended and/or amended for a further ten (10) year period and thereafter for successive ten (10) year periods, upon the written approval or agreement of the owners of two-thirds (2/3) of the lots in said Subdivision at that time or at the time of any subsequent extension or amendment.

(b) All lots shall be used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding twenty (20) feet in height from the finished grade to the ridge and a private garage or carport.

(c) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback line as shown on the Recorded Plat wherein such lot is situated; nor nearer than 6 feet to any side lot line.

(d) No dwelling shall be permitted on any lot unless the total living area thereof shall be not less than 1000 square feet (exclusive of garage, carport, porches basement or breezeway).

(e) No basement, garage, nor any other structure shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

(f) There shall not be erected, permitted or maintained on any lot any stable,
cattleyard, hog pen, fowl house, coop or yard, cesspool, privy vault or any
form of privy; nor shall any live poultry, hogs, sheep, goats, cattle or
other live stock or noxious, dangerous or offensive thing, whether of the
class of those herein enumerated or otherwise, be permitted or maintained
thereon.

(g) No dwelling or other structure shall be erected, moved or maintained
upon any lot unless in accordance with plans and specifications showing the
nature, kind, shape, type, material, color scheme and location of such dwelling
or other structure, which shall be submitted to The Witte Construction
Company, Toledo, Ohio, or to such successors or assigns of said The Witte
Construction Company as may be designated by the present owners thereof, or to
committee to be selected as herein provided, and unless the approval of such
plans and specifications shall be endorsed thereon by The Witte Construction
Company or its successors or assigns as aforesaid or by said committee in writing
prior to commencement of construction, moving or maintenance. Unless such plans
and specifications or any part thereof shall have been disapproved in writing
within 30 days from the date of such submission, the same shall be conclusively
deemed to have been approved.

The committee referred to in the next preceding paragraph shall be
selected, after the present owners first aforesaid shall have sold and
conveyed at least 75% of the lots in said Subdivision, by the vote or written
petition of the owners of a majority of the lots in said Subdivision at that
time. Said committee shall consist of three members, each of whom shall be
the owner in fee simple of one or more lots in said Subdivision. Said
committee shall serve without compensation and may act by a majority vote.
The members shall serve at the sufferance of a majority of the lot owners from
time to time, and vacancies occurring on said committee shall be filled by
selection of new members in the same manner as provided for the original
selection of the committee.
(h) No fence, wall or hedge shall be erected or maintained on any lot without prior written approval being obtained in the manner provided in paragraph (g) hereof.

(j) The determination of The Witte Construction Company, its successors or assigns, or of the committee to be selected as herein provided, as to what constitutes a nuisance within the meaning of the preceding paragraph shall be conclusive and binding, and no other person or party shall be entitled to any injunction to prevent said The Witte Construction Company, its successors or assigns, or said committee from determining whether breach of covenants or restrictions has taken place or to enjoin the abatement thereof.

(k) No truck or other commercial vehicle shall be allowed to stand or remain parked upon the premises or street other than for the temporary purpose of a delivery.

(l) A perpetual easement is reserved to and for the benefit of the immediate grantees of the present owners of all of said lots, their successors and assigns, over the rear 5 feet of each lot for utility installations and maintenance. Said easements and the use thereof in the customary manner is intended and reserved for the use and accommodation of the subsequent grantees and owners of each and all of said lots and for the occupants thereof.

(m) If any lot owner or tenant or occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any person or persons owning any lot or lots in said Subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct
any such violation, or to recover damages for such violation.

(n) All restrictions herein shall be construed together but if any restriction or part thereof should be held invalid, unenforceable, or otherwise inoperative in whole or in part, by any Court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

Duly executed August 23, 1955 by Beatrice O. Douglass and Fred M. Douglass, Jr., as Trustees, and The Ohio Citizens Trust Company, Trustee, by Robert L. Knight and William S. Miller, Vice President and Asst. Secretary, respectively.

Received for record August 31, 1955 and recorded in Volume 1750 of Mortgages, page 386.
WAIVER and AGREEMENT

The Declaration of Restrictions applicable to lots in GRIFFITH PARK, PLAT I, a SUBDIVISION in the VILLAGE of SYLVANIA, LUCAS COUNTY, OHIO, was filed for record by Beatrice O. Douglass, Katherine Douglas Loud, Fred M. Douglass, Jr. and Ohio Citizens Trust Company, Co-Trustees of the trust created by the Last Will and Testament of Fred M. Douglass, also known as Frederick M. Douglass, deceased, then sole owners of said Plat I, and thereafter recorded on August 31, 1955 in Volume 1750 of the Lucas County, Ohio, Mortgage Records at Page 386.

Said Declaration of Restrictions provides in part and specifically in sub-paragraph (d) thereof as follows:

"No dwelling shall be permitted on any lot unless the total living area thereof shall be not less than 1000 square feet (exclusive of garage, carport, porches, basement or breezeway)."

The undersigned Trustees of the testamentary trust under the Will of Fred M. Douglass, otherwise known as Fred M. Douglass, together with the Witte Construction Company and the Scholz Development Corporation, both corporations, having subsequently acquired by land contract a beneficial interest in said GRIFFITH PARK, PLAT I, and also Robert J. Dull and Elizabeth Dull, husband and wife, who have likewise acquired an interest in a lot in said Plat I by land contract, being all of the owners of said GRIFFITH PARK, PLAT I, or any beneficial interest interest therein, now desire to amend the provisions of said Declaration of Restrictions by deleting from said sub-paragraph (d) the figures 1000 and substituting therefor the figures 950, so that said Declaration of
Restrictions and particularly said sub-paragraph (d) thereof will provide as follows, to-wit:

No dwelling shall be permitted on any lot unless the total living area thereof shall be not less than 950 square feet (exclusive of garage, carport, porches, basement or breezeway).

NOW, THEREFORE, in consideration of benefits accruing to each of the signers of this Waiver and Agreement and for other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned being the owners of all of the lots in said GRIFFITH PARK, PLAT I, a SUBDIVISION in the VILLAGE OF SYLVANIA, LUCAS COUNTY, OHIO, and/or any beneficial interest therein for themselves, their heirs, successors and assigns:

1. Waive all rights that they may now or hereafter have to require that dwellings erected in said GRIFFITH PARK, PLAT I, shall be not less than 1000 square feet of living area (exclusive of garage, carport, porches, basement or breezeway), as said restrictions have heretofore been recorded and in force, and the undersigned consent to the abandonment and cancellation of said passage in said restrictions.

2. Agree that in place of and in lieu of said restriction requiring total living area of not less than 1000 square feet (exclusive of garage, carport, porches, basement or breezeway), said Declaration of Restrictions shall require and specify:

No dwelling shall be permitted on any lot unless the total living area thereof shall be not less than 950 square feet (exclusive of garage, carport, porches, basement or breezeway).