HIDDEN WOODS

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.
Declarations of Covenants,
Conditions and Restrictions

S & D Development, an Ohio partnership hereinafter called
Declarant, is the owner in fee simple of certain real estate
located in Lucas County, Ohio, and more fully described as:

The part of lot number eighty-two (82) in Jackson Park,
a Subdivision in Sylvania Township, Lucas County, Ohio,
bounded and described as follows: Beginning at a point
on the north line of said lot eighty-two (82), four
hundred thirty-five and sixty hundredths (435.60)
feet east of the northwest corner of said lot number eighty-
two (82); thence easterly along the north line of said
lot a distance of five hundred thirty-eight and seven
hundredths (538.07) feet to the northeast corner thereof;
thence southerly along the east line of said lot eighty-
two (82) and said line produced southerly, a distance
of six hundred twenty-nine and ninety-nine hundredths
(629.99) feet; thence westerly along a line parallel
with the north line of said lot to a point four hundred
thirty-five and sixty hundredths (435.60) feet east of
the west line of said lot; thence northerly along a line
parallel with the west line of said lot to the place of
beginning; containing seven and seventy-eight hundredths
(7.78) acres.

Designated on plat recorded in Volume 38 at Page 40, Lucas County,
Ohio, Record of Plats, as Hidden Woods, a Subdivision in Sylvania
Township, Lucas County, Ohio.

For the purpose of enhancing and protecting the value,
attractiveness and desirability of the lots or tracts constituting
such Subdivision, Declarant hereby declares that all of the real
property described above and each part thereof shall be held,
sold, and can be only subject to the following covenants, covenants,
conditions, and restrictions, which shall constitute the covenants
running with the land and shall be binding on all parties having
any right, title, or interest in the above described property
or an part thereof, their heirs, successors, and assigns and
shall inure to the benefit of each owner thereof.

The covenants and restrictions shall be binding until the
1st day of September, 1990, at which time said covenants and
restrictions shall be automatically extended for successive
periods of ten (10) years unless it is agreed to change said
restrictions and covenants in whole or in part by the then owners
or at least two-thirds of the lot owners in Hidden Woods.

ARTICLE I. DEFINITIONS

1. Association shall mean and refer to record owners of
lots 5 to 16, inclusive, their successors and assigns.

2. Common area shall mean all real property owned by the
Association for the common use and enjoyment of the owners of
lots 5 to 16, inclusive. The Common Area to be owned by the
Association at the time of conveyance of the first lot is described
as follows:

Lot A in Hidden Woods, a subdivision in Sylvania Township,
Lucas County, Ohio.

III. Declarant shall mean S & D Development and its heirs,
successors and assigns.

IV. Lot shall mean any plot of land shown on the recorded
subdivision map referred to above.

V. Maintenance shall mean the exercise of reasonable care
to keep buildings, roads, landscaping, lighting and other related
improvements and fixtures in a condition comparable to their
original condition, normal wear and tear accepted. Maintenance
of landscaping shall further mean the exercise of generally
accepted garden management practices necessary to promote a
healthy, weed-free environment for optimum plant growth.

VI. Member shall mean every person or entity who holds
membership in the Association.

VII. Mortgage shall mean a conventional mortgage or deed
of trust.

VIII. Mortgagee shall mean a holder of a conventional
mortgage or a beneficiary under a holder of a deed of trust.

IX. Owner shall mean the record owner, whether one or
more persons or entities, of a fee simple title to any lot which
is a part of the property and shall include contract sellers,
but shall not include those holding title merely as security for
performance of an obligation.

X. Subdivision shall mean the subdivided real property
herein before described and such additions thereto as may be
brought within the jurisdiction of the Association as hereafter
provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

I. Every owner of lots 5 to 16, inclusive shall be a member
of the Association; membership shall be requisite to and may
not be separated from ownership of a lot.

II. The Association shall have two classes of voting members
as follows:

Class A. Class A members shall be all owners with the
exception of Declarant and shall be entitled to one vote for
each lot owned. When more than one person holds an interest
in a given lot, all such persons shall be members and the vote for
such lot shall be exercised as they may determine among themselves.
In no event shall more than one vote be cast with respect to
any lot owned by Class A members.
Article III. Assessments

I. Lien and personal obligation of assessments. Declarant hereby covenants for lots 5 to 16, inclusive within the subdivision, and each owner of said lots is hereby deemed to covenant by acceptance of this deed for such lot, whether or not it shall be expressed in his deed, to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements in the common area. Said assessments shall be collective as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be chargeable on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be a personal obligation of the person or persons who own the lot at the time the assessment falls due, such person's obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

II. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote health, safety, welfare and recreation of the residents in the subdivision, and for the improvements and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

A. Maintenance and repair of the common area.

B. Liability insurance insuring the Association against any and all liability of the public, to any owner or to the invitees or tenants of any owner arising out of their occupation and use of the common area. The policy limit shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

C. Workmen's compensation contribution necessary to comply with applicable law and any other insurance deemed necessary by the Board of Directors of the Association.

D. Any other furn., labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas for the benefit of lot owners or for the enforcement of the restrictions.
III. Maximum annual assessment.

A. Until January 1, 1981, the maximum annual assessment shall be Thirty-Five Dollars ($35.00).

B. From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner the maximum annual assessment may be increased by the vote or written assent of a majority of the voting members of the Association.

C. The Board of Directors of the Association may fix the annual assessment in an amount not in excess of the maximum stated in III. A. above.

D. The Association shall meet on or about September 1 of each year to set the annual assessment for the following year which shall run from October 1 to September 30.

E. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in an assessment year, a special assessment applicable to that year only for the purpose of deferring in part, the costs of any construction, reconstruction, repair, or replacement of capital improvements on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

IV. Notice and quorum for action authorized under sections II. and III. Written notice of any meeting called for the purpose of taking any action authorized by Section II. or III. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who are not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

V. Uniform rate of assessment. Both annual and special assessments must be fixed in a uniform rate for lots five (5) through sixteen (16), inclusive.

VI. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least fifteen (15) days in advance of the due date thereof, and shall fix the date such amounts become due. Assessments may be made payable monthly. Notice of annual assessments shall be sent to every owner subject thereto. The Association shall, on demand for a reasonable charge, furnish certificate signed by an officer of the Association setting forth whether the assessment against the specific lot has been paid.
VII. **Effect of nonpayment of assessments; remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen per cent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

VIII. **Subordination of assessment lien to mortgages.** The assessment provided for herein shall be subordinated to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale of any proceeding in lien thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such owner from liability for an assessment thereafter becoming or from a lien thereof.

IX. Owners of lots 1 to 4, inclusive are not members of the Association and shall not use the common area or the improvements thereon.

**ARTICLE IV. PROPERTY RIGHTS**

1. **Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map.** Within these easements, no structures, plan, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the such lot, except for maintenance of which a public authority or utility is responsible.

   No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Declarant, its successors, and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes from easements, reservations, and rights of way are reserved.

2. **Right of entry.** The Association, thru its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.
ARTICLE V. USE RESTRICTIONS

1. Subdivision shall be occupied and used only as follows:

Lots designated one (1) through four (4), inclusive shall be used as residences for a single family and no other purposes.

Lots designated five (5) through sixteen (16), inclusive shall be described as multiple dwelling lots.

Any number of units may be included in multiple dwelling lots provided that density, height, side line restrictions, etc., are not violated.

No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure or other structure of any sort may be erected, placed or maintained on any lot in Hidden Woods unless the same shall be in accordance with detailed plans and specifications thereof, showing the size, location, type, architectural design, quality, cost, use, and material of construction thereof, the grading plan of lot, and the finished grade of elevation thereof, which detailed plans and specifications have first been approved in writing by the Declarant, its successors or assigns, and a true copy thereof, permanently lodged with the Declarant, its successors and assigns. All such plans and specifications must be prepared by a competent architect or draftsman.

In requiring the submission of detailed plans and specifications as herein set forth, Declarant has in mind the development of such lots in the Hidden Woods as architecturally harmonious, artistic and desirable subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, Declarant, its successors or assigns may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters that may be deemed to be in the interest and benefit of the owners of such lot in said Hidden Woods as a whole and in a determination made by the Declarant, its successors or assigns, in good faith shall be binding on all parties interested.

No structure or any part thereof, other than a fence, hedge wall or other enclosure which have first been approved as provided in preceding paragraphs shall be erected, placed or maintained on any such site nearer to the front or street line or line, than the building set back line or lines, shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such lot nearer to any side lot line or rear lot line than shall be determined by the Declarant, its successors or assigns, in writing at the time of the approval of the plans and specifications for such structure. No noxious or offensive activities shall be carried on in or on any lot with the exception of the business of Declarant and the transfers of Declarant in developing all of the lots as herein provided.
No well for gas, water, oil, or other substance shall, at any time be erected, placed or maintained on any of such lots, other than a well for water, for recreation or maintenance purposes. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Hidden Woods. No dwelling erected in said Hidden Woods shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved, as provided hereinabove.

Any truck, boat, bus, tent, housecar, trailer or other similar housing device stored on any lot, shall be housed within a garage building.

Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot shall be removed therefrom. All structures must be completed by an owner within one year of the date of the beginning of the construction thereof. No sod, dirt, or gravel, other than that incidental to construction of approved lots shall be removed from said lots without the written approval of Declarant, its successors or assigns.

No portion of any lot near to any street shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portions of said lot as are drive, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosures which shall first have been approved as provided hereinabove for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables or grains thereon.

No weeds, underbrush, or other unwanted growths or objects of any kind, shall be permitted to grow, or suffer to remain upon any part of said premises. No trash barrel, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty feet of any adjoining lot line.

No dog, cat, other pet or animal shall be kept or maintained within any unit in this subdivision except with the specific written approval of the Declarant, its successors or assigns.

Declarant, its successors or assigns, shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix grade of which any building shall hereafter be erected or placed thereon, so that the same may conform to the general plan of the development.

Every owner of any lot in Hidden Woods shall install a sidewalk upon his lot upon completion of the structure upon said lot.
No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a lot for sale or rent.

Off-street parking shall be required on lots 5 through 16, inclusive, in a ratio of not less than two car spaces per dwelling unit. Each parking space shall contain a minimum of two hundred (200) square feet exclusive of driveways. Garage facilities shall be required on lots 5 to 16, inclusive in a ratio of not less than one and one-half car spaces per dwelling unit. All garages shall have doors.

Off-street parking shall be required on lots 1 to 4, inclusive, in a ratio of not less than two spaces per dwelling unit. Each parking space shall contain a minimum of two hundred (200) square feet exclusive of driveway. Garage facilities, with doors, shall be required on lots 1 to 4, inclusive, in the ratio of not less than one car space per dwelling unit. No off-street parking will be allowed between the street and the building line shown on the plat of Hidden Woods.

The location of any and all driveways shall be determined by the Declarant, its successors or assigns, in writing at the time of the approval of the plans and specifications for each building. No driveway shall be located, relocated, or suffered to remain upon the lots in Hidden Woods except as determined in writing by Declarant, its successors or assigns. Complete specifications for construction of each driveway shall be submitted to Declarant, its successors and assigns, and its approval thereof endorsed thereon in writing.

No clothes, sheets, laundry, blankets or other articles shall be hung out or exposed on any part of the premises or from any part of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sunday or holidays prior to 10:00 a.m. No television and or radio towers shall be erected without the prior written consent of Declarant, its successors or assigns. All units shall be served by underground utilities.

All structures erected on lots 5 to 16, inclusive shall have exteriors of brick, stucco, or wood, or a combination of these materials. Materials shall be approved in conformance with this article.

All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or dwelling.

The Declarant for itself, its successors and assigns, reserves and hereby grants the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon which such violation or breach exists, to summarily abate and remove at the expense of the owner thereof,
any erection, thing or condition that may be or exists thereon
contrary to the intent and meaning of the provisions hereof as
interpreted by Declarant, its successors or assigns. Declarant,
it successor or assigns shall not, by reason thereof, be deemed
guilty of any manner of trespass for such entry, abatement or
removal. A failure of Declarant, its successors or assigns to
enforce any of the restrictions, rights, reservations, limitations,
or agreements, covenants and conditions contained herein shall
in no event be construed, taken or held to be a waiver thereof
or acquiescence in or consent to any continuing and or further
or succeeding breach or violation, and the Declarant, its successors
and assigns, shall at any and all times have the right to enforce
the same.

ARTICLE VI. OWNERS OBLIGATION TO REPAIR

Each owners shall, at his sole cost and expense, repair
his residence, keeping the same in a condition comparable to
the condition of such residence at the time of its initial construction
except for normal wear and tear.

ARTICLE VII. OWNERS OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed
by fire or other casualty, it shall be the duty of the owner
thereof with due diligence, to rebuild, repair or reconstruct
such residence in a manner which will substantially restore to
its appearance and condition immediately prior to casualty.
Reconstruction shall be undertaken within two months after the
damage occurs, and shall be completed within six months after
the damage occurs unless prevented by causes beyond the control
of the owner or owners.

ARTICLE VIII. GENERAL PROVISION

Declarant, the Association or any owner shall have the
right to enforce, by any proceeding at the law or in equity, all
restrictions, covenants, easements, reservations, liens, and
charges now or hereinafter imposed by the provisions of this
declaration. Failure by Declarant, the Association, or by any
owner to enforce any covenant herein contained shall in no event
be deemed a waiver of such right to do so thereafter.

Invalidation of any one of these covenants or restrictions
by judgment or court order shall in no way affect any other
provisions, which shall remain in full force and effect.

The Toledo Trust Company, the holder of the first mortgage
lien upon the subject premises by virtue of the mortgage recorded
in microfiche number 80-55107 of the mortgage records of Lucas
County, Chio, hereby joins in the execution of this declaration
of restrictions for the purpose of consenting to the adoption of
same.
IN WITNESS WHEREOF, KENNETH B. Delp and DANIEL M. SAUNDERS, the partners in S & D Development have subscribed their names to these presents this 29th day of August, 1980, and The Toledo Trust Company has caused its corporate name to be subscribed to these presents by KATHRYN A. KORHUMEL and JAMES H. KESSLER this 29th day of August, 1980.

Signed in the presence of:

Catherine A. Wersigki

Signed in the presence of:

James C. Rose

S & D DEVELOPMENT - PT

Partner

Kenneth B. Delp

Partner

THE TOLEDO TRUST COMPANY

Kathryn A. Krohmueller

Assistant Vice President

James H. Kessler

Assistant Treasurer

State of Ohio )

Lucas County ) SS

PARTNERSHIP CERTIFICATE IN COMPLIANCE

WITH SEC. 177.22, REV. CODE 1976

SANDY HOFFMAN, RECORDER, BY

Be it remembered that on the 25th day of August, 1980, before me, the subscriber a Notary Public within and for said County, personally came DANIEL M. SAUNDERS and KENNETH B. DELP, each of whom acknowledged the signing of the foregoing instrument to be their voluntary act and deed, for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Katherine A. Wersigki

Notary Public

[Stamp]

-80 685805
State of Ohio  
Lucas County  

Before me, a Notary Public in and for the said County,
personally appeared KATHRYN A. KORHUMEL and JAMES H. KESSLER,
Assistant Vice President and Assistant Treasurer, of The Toledo
Trust Company on behalf of said corporation and by authority
of its Board of Directors; and that said instrument is the vol-
untary act and deed of said KATHRYN A. KORHUMEL and JAMES H.
KESSLER as such officers and the voluntary act and deed of
The Toledo Trust Company for the uses and purposes therein
expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand
and affixed my official seal this 29th day of August, 1980.

Catherine K. Wlczynski
Notary Public

CATHARINE K. WLCZYNSKI
Notary Public, Lucas County, Ohio
My Commission Expires July 3, 1981

RECEIVED: RECORDED
AUG 2 1980 L2 55 7/14

SANDY BUILDING
RECEORDER, LUCAS COUNTY, OHIO
3220 Monroe Street 3145613
-11-

-80 685506
AMENDMENT TO THE HIDDEN WOODS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, on August 29, 1980 a Declaration of Covenants, Conditions and Restrictions was filed with the Recorder of Lucas County, Ohio, and thereafter recorded, prior instrument number 80-685A08 covering the following described real estate:

Lots 1 to 16 both inclusive and Lot A in Hidden Woods, a subdivision in Sylvania Township, Lucas County, Ohio.

AND WHEREAS, the undersigned being Owners of all the lots in said Hidden Woods desire to amend said covenants, conditions and restrictions.

NOW THEREFORE, said covenants, conditions and restrictions are hereby amended by deleting the second sentence of the second and third paragraph of page 3 (prior reference instrument number 80-685A03) which currently reads as follows: "Each parking space shall contain a minimum of two hundred (200) square feet exclusive of driveways."

IN WITNESS WHEREOF, the undersigned, being the owners of the lots set forth after their names have hereunto set their hands.

WITNESSES:

LOTS: 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and A

Carla Smith

Tharon Bermudez

OWNERS:

Cumberland Construction Corporation, by its President: Claude M. Brown, Jr.

State of Ohio, Lucas County: ss

The foregoing instrument was acknowledged before me this 29th day of January, 1987, by Claude M. Brown, Jr., as President of Cumberland Construction Corporation, an Ohio corporation, on behalf of the corporation.

Sharon Hamilton

Notary Public

Notary Public — State of Ohio

-1-

87 0203C12
DECLARATION OF RESTRICTIONS:

DECLARATION OF RESTRICTIONS ON THE USE OF LOTS IN JACKSON PARK, AN ADDITION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO.

Wm. B. Barendt Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, pursuant to the order of its board of directors and by its duly authorized officers, does hereby make declaration as follows:

That it is the owner of all of the lots in Jackson Park, an addition in Sylvania Township, Lucas County, Ohio, the plat of which is recorded in Volume 44, Page 29 and 30, of the Record of Plats of Lucas County, Ohio, and which plat contains numbers from One (1) to Eighty-two (82) both inclusive.

That for the use and benefit of said Wm. B. Barendt Co., its successors and assigns and of every other person who shall become the owner of, or have any title derived immediately or remotely from, through or under said Wm. B. Barendt Co., its successors and assigns, to any lot or parcel of land situated in said addition or any subdivision thereof, the use of said lot or land shall be restricted as follows:

1. Excepting Lots No. 1, 2 and 3, all of said lots shall be used exclusively for residential purposes.

2. Lots 1, 2 and 3 only may be used for business or commercial purposes.

3. There shall not be erected, placed, or suffered to remain on any of said lots No. 4 to 81 inclusive, or any subdivision of lot No. 82, any building or structure whatever designed or intended for or used for any other purpose than as a dwelling house or for residential purposes together with garage or any other out-buildings erected, placed, located, and used in accordance with the restrictions herein enumerated.

4. The cost of construction of such dwelling house inclusive of garage and out-buildings shall not be less than $2,500.00.

5. No part of such dwelling house exclusive of open porches shall be erected, placed or suffered to remain on said premises nearer to the line of said lot fronting on the street than 30 feet, excepting on lots 1 to 8 inclusive on which no such dwelling house shall be erected nearer than the building line as shown on the plat of said addition. No part of such dwelling house shall be erected, placed, or suffered to remain on said premises within 5 feet on either side line of any of said lots excepting Lots No. 1, 2 and 3.

6. No barn or stable, and no billboards, sign or advertising device of any kind other than "for sale" or "for rent" sign shall be erected, placed or suffered to remain on any of said lots or any building or dwelling house erected thereon.
7. No garage or other out-buildings, unless attached to the dwelling house shall be erected, placed, or suffered to remain on said premises within 75 feet of the front line of the lot fronting on the street, nor without the written consent of the owner thereof, within 2 feet of the side line of any contiguous premises, and no garage or out-building shall at any time be used for residential purposes.

8. No intoxicating liquor shall be sold or manufactured on said premises.

9. Said premises shall not be used for any purpose or in any way which may endanger the health or unreasonably disturb the quiet of any occupant of adjacent or neighboring premises.

10. No portion of said premises within 20 feet of the street or highway on which said premises front shall be used for any other purposes than that of lawn provided however this restriction shall not be construed to prohibit walks, driveways, trees, shrubbery, plants, flowers, statuary, fountains and similar ornamentations, but no vegetables or grains shall be suffered to remain thereon. No weeds, brush, or unsightly objects or kind may be placed or suffered to remain on any part of said premises.

11. Said premises shall not be re-subdivided into a lot or parcel of less than 40 feet in width and 130 feet in depth.

12. No building of any kind shall be erected within 5 feet of the rear line of any lot. The said 5 feet shall be reserved for public utilities such as electric light and power lines, telephone lines, sewer and water lines, and such other public utilities as may be for the benefit of all lot owners.

13. No dwelling house, garage or any out-building shall be erected, placed or suffered to remain on any lot or portion thereof, the exterior of which is any other material than brick, stone, stucco, plaster or steel, painted with at least two coats of paint if wood or steel.

14. No lot or part thereof, dwelling house or building thereon, shall be sold, rented or occupied by any other person or persons than those belonging to the white race.

15. No vault, or out-building other than garage shall remain or be erected in any corner lot within 40 feet of the side line of said lot on the side street.

IN WITNESS WHEREOF, The Wm. B. Barenfert Company has caused its signature and official
seal to be affixed by its duly authorized officers and by order of its board of directors
this 20th day of June, 1927.

Witnesses

V. Blanche Gary
Lester G. Bailey

(WM.B. BARENDT COMPANY)
(TOLED0 OHIO CORPORATE)
(SEAL)

By WM.B. Barendt, President

By Edgar W. Flowers, Secretary

County of Lucas
State of Ohio
SS.

Before me a Notary Public in aforesaid county, personally appeared WM.B. Barendt, President and Edgar W. Flowers, Secretary of The WM.B. Barendt Company, the corporation which executed the "forgoing" declaration who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as such President and Secretary in behalf of said corporation and by authority of said directors and that said declaration is their free act and deed individually and as such President and Secretary, and the free and corporate act and deed of said WM.B. Barendt Company.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal at Toledo, Ohio, this 20th day of June, 1927.

(NOTARIAL SEAL)
(LUCAS COUNTY)
(OHIO)

Doris F. Hubbard
Notary Public, Lucas County, Ohio

Received for Record Jun. 22, 1927, at 11:50 A.M.
Recorded Jun. 23, 1927.

Harry M. Curtis
Recorder.