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DECLARATION OF INDENTURE OF RESTRICTIONS
ON LOTS IN INDIAN KNOLL ESTATES, PLAT II, AN
ADDITION IN THE CITY OF SYLVANIA, LUCAS COUNTY,
OHIO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Indian Knoll Estates, Plat II, is an addition in the City of Sylvania, Lucas County, Ohio, which has been laid out into lots and which lots are numbered consecutively from number 20 to 41, both inclusive, with certain lots and/or streets dedicated to public use, and with certain reservations by way of an easement for the installation and maintenance of public utility service in accordance with the original plat thereof, which is recorded at Page 14 of Plats, in Volume 60 of the records of plats in the office of the Recorder of Lucas County, Ohio; and

WHEREAS, it is the desire of the undersigned, as owners of all the lots, by way of dover or otherwise, to provide restrictions which will be suitable and desirable for the use and occupancy of the lots in said addition, which restrictions will expire at a uniform date, and all of which will operate to the use and benefit of each lot holder or owner and/or their successors and assigns,

NOW, THEREFORE, in order to provide a uniform and general plan for the improvement, development, use, occupancy and enjoyment of said lots in Indian Knoll Estates--Plat II, as an architecturally harmonious, artistic and desirable residential district, the restrictions hereinafter contained are adopted pursuant to said general plan for the better and uniform improvement and development of Indian Knoll Estates--Plat II, and for the benefit and protection of the undersigned owners of said lots or owners of some interest in all of such lots as hereinafore set forth and all of the persons who may hereafter become the owners of said lots.

WE, the owners of all of such lots in Indian Knoll Estates--Plat II, or the owners of some interest in all of such lots, by way of dover, mortgage or otherwise, individually, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives and/or assigns, for the purposes aforesaid and for the regulation and protection of each and every person, his heirs, executors, administrators, legal
representatives, and/or assigns, who is now, or who shall in the future be, the owner, occupant, tenant, or own or acquire any interest in and to any lot or lots, or part thereof now owned by us, in the improvement, development, use, occupancy and enjoyment of said addition known as Indian Knoll Estates--Flat II, an addition in the City of Sylvania, Lucas County, Ohio, by the execution and recording of this Declaration of Indenture of Restrictions, in consideration of the mutual execution hereof, and the enhancement of value of said property as restricted property, DO HEREBY restrict the improvement, development, use, occupancy, and enjoyment of the property in said addition owned by the undersigned, for the period and to the extent, and in the manner following, and do agree and declare that the same shall be conveyed by them, subject to all of the restrictions, conditions, covenants and agreements hereinafter set forth:

A. RESIDENTIAL USE

(1) Lots 20 to 41, both inclusive, shall be used only for residential purposes. No building or other structure shall be erected or maintained on any of said lots other than a single-family, private residence, designed for the use of one family and having a minimum of 1800 square feet of liveable floor area, and including a private garage to accommodate two (2) cars, such garage to be for the use of the owner or occupant of said premises.

(2) No building, fence, wall, or other structure shall be erected, placed, altered or maintained on any of said lots until plans and written specifications, including a plan showing the location of such structures shall have been approved in writing by the Architectural Control Committee hereinafter referred to.

B. SET BACKS

(1) No building or garage shall be erected or located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as shown on the recorded plat; however, unenclosed or screen porches may extend no more than seven feet beyond said minimum building set back lines. No building shall be located nearer than 10 feet to an interior side lot line.

C. NUISANCES

(1) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots in said addition, nor shall any building or other structure be
erected, used, operated or maintained on any of said lots, or parts thereof, for any unlawful purpose, or so as to create any nuisance, or impair or diminish the value of any lot or lots, or parts thereof, in said addition.

D. TEMPORARY STRUCTURES

(1) No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn or partially complete building shall be used on any of such lots at any time as a residence, either temporarily or permanently.

E. ARCHITECTURAL CONTROL COMMITTEE

(1) An Architectural Control Committee of three persons is hereby established which shall be composed originally of Frederick H. Reinhart, Margaret Reinhart and Robert Howald, who shall serve until the undersigned owners have conveyed to others a minimum of fifteen (15) lots in said addition. When said minimum number of lots have been sold, the owners or part owners of such lots shall meet and/or designate in writing by a majority of their number, each lot being entitled to one vote, three persons, each of whom must own a lot or part of lot in said addition, who shall then serve as the Architectural Control Committee to approve plans and specifications for all buildings to be erected or constructed in said addition, for a term of five (5) years, at the end of which time a new committee shall be designated.

(2) In the event of death or resignation of any member of the original Committee, the remaining members shall have authority to designate a successor. Upon the resignation or death of any member of such Committee designated by lot owners as hereinabove provided, a successor shall be elected by a majority of the property owners to fill such vacancy.

(3) In the event the Committee fails to approve or disapprove, in writing, within thirty days after plans and/or specifications are submitted to it, then the same shall be deemed to have been approved and the building or structure covered by said plans or specifications may be erected.

(4) All residences constructed on any of the lots in said addition must be constructed by a bona fide builder or contractor and no plans or specifications will be approved unless the owner or builder of such lot has engaged or agrees to engage such bona fide builder or contractor.
(5) The Architectural Control Committee, in connection with the approval of plans and specifications for residences and buildings appurtenant thereto to be constructed in said addition, shall have sole and exclusive right to establish grades and slopes on the residential lots in said addition and to fix the grade at which any dwelling or residence shall be constructed or placed.

(6) No earth, dirt or sod may be removed from or redistributed on any lot at any time without the written approval of the Architectural Control Committee.

F. SIGNS

(1) No signs of any kind shall be erected or displayed to the public view on any lot except one sign of not more than six feet square may be erected for the purpose of advertising the property for sale or rent, and during the period of construction and original sale, signs may be erected by the builder or broker to advertise the property during such period.

G. GARBAGE AND REFUSE DISPOSAL

(1) No lot or part of lot shall be used or maintained as a dumping ground for garbage, rubbish, trash and other similar materials. Garbage, trash and other waste material shall not be kept upon any lot or part of lot except in approved sanitary containers. All incinerators and other equipment for the disposal of such material shall be kept and operated in a clean and sanitary condition.

H. OIL AND GAS TANKS

(1) All receptacles or tanks for the storage of fuel oil or natural or propane gas or similar fuels for heating used in connection with any structure or building on any of said lots or parts of said lots must be enclosed or buried so that the same are not visible and such enclosure must be architecturally harmonious with the building or other structure on said lots or parts of lots.

I. DURATION OF RESTRICTIONS

(1) The covenants, conditions, restrictions, and reservations herein contained shall run with the land and shall be operative and binding on the undersigned owners of lots or parts of lots in said addition, their heirs, administrators, successors, executors, and assigns from August 20, 1962 until August 1, 1983, at which time said covenants, conditions, restrictions, and/or reservations herein contained, or any portion thereof, may be extended for a further twenty-one year period and for successive twenty-one year periods.
thereafter on the written approval or agreement of the owners of a majority of said lots in said Indian Knoll Estates—Plat II.

J. SEVERABILITY

(1) If any of the covenants, restrictions, conditions or reservations hereinabove set forth are held invalid by the judgment or order of any court, the remainder of such covenants, restrictions, conditions or reservations shall not be affected thereby and shall remain in full force and effect.

K. SUBSEQUENT SALES

(1) Any sale or conveyance of any lot or part of lot in said addition shall be made subject to, and such instrument of sale or conveyance shall contain a reference to, these Restrictions not only in words but by reference to the volume and page where they are recorded.

IN WITNESS WHEREOF, we the undersigned, as owners of all of the lots or as owners of some interest in all of such lots, by right of dower, mortgage or otherwise, do hereunto subscribe our names and execute this Declaration of Indenture of Restrictions on all of the lots in Indian Knoll Estates—Plat II, an Addition in the City of Sylvania, Lucas County, Ohio, as of the respective dates on which this instrument was signed and acknowledged by us. This Indenture of Restrictions, to facilitate execution, may be executed in several counterparts, each of which shall be deemed an original and together but one.

Signed by Frederick H. Reinhart and Margaret Reinhart.

Two witnesses.

Acknowledged August 8, 1962 by the above named parties, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 18, 1962 at 10:07 A.M., and recorded in Volume 2056 of Mortgages, page 220.