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, Floyd J. Cooper and Eleanor S. Cooper, husband and wife; William R. Koester and Nina Koester, husband and wife; and Fred Peterson and Rita Peterson, husband and wife, are the owners in fee simple of the following described real estate, to-wit:

The north 20.00 acres of the south 40.00 acres, of the west 1/2 of the southwest 1/4 of Section 12, Town 9 South, Range 6 East, in SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO.

AND WHEREAS, the said Floyd J. Cooper and Eleanor S. Cooper, husband and wife; William R. Koester and Nina Koester, husband and wife; and Fred Peterson and Rita Peterson, husband and wife, as such owners of said real estate propose hereafter to prepare and submit a plat of said parcel of land to proper authorities of Lucas County, Ohio, for their approval and allowance as a plat in Sylvania Township, Lucas County, Ohio.

AND WHEREAS, under date of September 14, 1949, Floyd J. Cooper and Eleanor S. Cooper, husband and wife; and William R. Koester and Nina Koester, husband and wife, the then owners of the above described property, executed and filed for record with the Recorder of Lucas County, Ohio, which instrument was thereafter recorded in Volume 1437 of Mortgages, page 517, Lucas County, Ohio, records, a certain Declaration of Restrictions.

AND WHEREAS, it is the mutual desire of the undersigned, being all present owners of said premises, to cancel and hold for naught said Declaration of Restrictions as recorded in Volume 1437 of Mortgages, page 517, Lucas County, Ohio, records, and to substitute in lieu thereof, the within Declaration of Restrictions.
NOW, THEREFORE, the said Floyd J. Cooper and Eleanor S. Cooper, husband and wife; William R. Koester and Nina Koester, husband and wife; and Fred Peterson and Rita Peterson, husband and wife, the owners of the above described land do hereby cancel the Declaration of Restrictions as recorded in Volume 1437 of Mortgage, page 517, Lucas County, Ohio, records, and substitute in lieu thereof the within Declaration of Restrictions as follows:

To establish a general plan for the development of said addition designed to make the proposed lots in said proposed addition more attractive for residential purposes and to protect the owners of said proposed lots in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said Floyd J. Cooper and Eleanor S. Cooper, husband and wife, William R. Koester and Nina Koester, husband and wife, and Fred Peterson and Rita Peterson, husband and wife, for themselves, their heirs and assigns, hereby declare and stipulate that the above real property in Sylvania Township, Lucas County, Ohio, now owned by them, shall hereafter be conveyed by them, their heirs, administrators, executors and assigns, subject to the restrictions hereinafter set forth:

(1) These covenants and restrictions are to run with the land and shall be binding upon said Floyd J. Cooper and Eleanor S. Cooper, husband and wife, William R. Koester and Nina Koester, husband and wife, and Fred Peterson and Rita Peterson, husband and wife, and all persons claiming under or through them until the 14th day of September, 1979, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a majority of the then owners of said lots it is agreed to change said restrictions and covenants in whole or in part. However, such changes shall be by instrument setting forth said changes and acknowledged by
at least a majority of the owners of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein, and shall be effective and operative to effect such change 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 effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

(3) No liquor, whether spirituous, vinous 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 purpose or purposes except as herein otherwise provided and no noxious or offensive activity 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) All lots sold, laid out and sold in said described real estate in Sylvania Township, Lucas County, Ohio, shall be described and known as residential lots except as herein otherwise set forth; no structure shall be erected on any one residential lot other than one detached single family dwelling and a private garage building, of not more than 2 car capacity. This restriction shall be construed to prohibit the erection of a duplex, income bungalow, tenement, flat or other building designed or intended to be occupied by more than 1 family and/or the maintenance of use of an outdoor
privy or any other building other than a single family residence and a private garage of not more than 2 car capacity except as otherwise in this paragraph provided.

(6) No garage building shall be occupied as a residence and same shall not be placed nearer than 65 feet to any street, road or avenue, except that if said garage building is made an integral part of the main residence structure, the same may be located not nearer than the building line for the residence to which said garage is attached.

(7) All residence buildings erected on any of said lots shall be no more than 1 1/2 story and no residence shall be erected having less than 720 feet of floor area exclusive of utility room, porches or unfurnished floor area of any nature. In no event shall any building be built closer than 5 feet from either side line of said lots regardless of whether or not adjoining lot owners consent thereto. All buildings must be finished inside and out with first class material and painted. No exterior walls shall be of tar paper or other similar material.

(8) The keeping of all animals and fowl is expressly prohibited upon said property, and provided, however, that the terms and conditions in this paragraph contained shall not prevent maintaining on said premises household pets.

(9) Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor may be used for a public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

(10) 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 property, building materials may be stored thereon. However, any building material not
incorporated in said building within 90 days after its delivery to such lot shall be removed therefrom.

(11) No trash burner, outdoor fire place or other device expelling gasses shall be placed within 10 feet of any line of adjoining lots.

(12) No fences, hedges 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 within 25 feet of any street, avenue or road shall be of an ornamental nature and shall not be more than 4 feet in height.

(13) No porch or veranda shall be placed on said lots so that any part thereof shall be nearer than 25 feet to any street, avenue or road.

(14) No portion of any lot within 25 feet of any road, avenue or street shall be used for any purpose other than that of lawn, provided, however, this covenant shall not be construed to prohibit walks, drives, shrubs, shrubbery, ornamental plants, flowers, flower beds, statuary, trees, fountains and similar ornamentation, nor any ornamental fence, hedge, or wall not over 4 feet in height, but shall be construed to prohibit the planting and maintaining of vegetables, grains or weeds thereon.

(15) No weeds, underbrush, or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

(16) A sanitary septic tank constructed in accordance with the specifications of the Lucas County, Ohio, Board of Health, shall be installed for each dwelling erected and no other sanitary system shall be permitted to remain on the premises.

(17) No tent, garage, housecar, trailer or other similar housing device shall be used for living purposes on said premises.
Any tent, housecar, trailer or other similar housing device, if maintained on said premises, shall be housed within a garage building.

(19) The restrictions herein contained as to residential use shall not apply to the following described real estate, to-wit:

The westerly 150 feet excepting therefrom the northerly 300 feet of the real estate hereinbefore described.

It being specifically stipulated that said excepted property may be used for business purposes unless otherwise provided in the deed or deeds conveying the same from the present owners of said excepted real estate.

(20) That all transfers and conveyances of lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said Floyd J. Cooper and Eleanor S. Cooper, husband and wife; William R. Koester and Nina Koester, husband and wife; and Fred Peterson and Aita Peterson, husband and wife, hereto set their hands this 15th day of September, M.D. 1954.

SIGNED by Floyd J. Cooper, Eleanor S. Cooper, William R. Koester, Nina Koester, Fred Peterson and Aita Peterson.

Two witnesses.

ACKNOWLEDGED September 16th 1954 before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 1st 1954 and recorded in Volume 1112 of Mortgages, page 258.
Deed dated April 3, 1956 and recorded in Volume 1620 of Deeds, page 142, conveying the premises in question, contains the following:

Subject to Restrictions recorded in Volume 1692 of Mortgages, page 258, except that as to provision No. 7 in said Restrictions, the minimum floor area shall be 900 square feet including utility room instead of "720 feet of floor area exclusive of utility room" as set forth in said Restrictions.