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 AS TO LAND
LOCATED IN KINGSWOOD PLAT II

Whereas, Port Lawrence Title and Trust Company, Trustee, hereinafter referred to as the owner, whose mailing address for the purpose of these restrictions is 3724 Airport Highway, P.O. Box 7394, Toledo, Ohio, 43615, holds title in fee simple to the following described parcels of land located in Sylvania Township, Lucas County, Ohio to wit:

Lots numbers twenty-nine (29) through fifty-two (52) inclusive, in Kingwood Plat II, a Subdivision in Sylvania Township, Lucas County, Ohio.

which said parcels will hereafter be referred to as Kingswood Plat II, as recorded in Volume 107 of Plats, page 37 of 38.

Port Lawrence Title and Trust Company, Trustee proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable single-family residential district. These restrictions constitute a general plan applicable to the development and use of said plat and all of the lots thereof, and shall be binding upon all of them.

Said restrictions hereby adopted, which shall be made a part of all conveyances of premises in said plat, shall be and are as follows:

1. All lots, subdivisions of lots, and portions of Kingwood Plat II shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private detached garage for not more than three cars for the sole use of the occupier of said premise. Location and design of any detached garage must be approved by the Committee. Not more than one residence shall be built upon any lot.

2. Kingwood Development Company, its successors and assigns is hereby appointed and shall hereafter act as the Architectural Control Committee to which all plans and specifications for structures and buildings, and other details of the improvements of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Kingwood Development Company is hereby granted for itself, its successors and assigns the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to
time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by Kingswood Development Company or by its successors or assigns, evidencing the fact of such assignment or relinquishment, is filed for record with the Lucas County, Ohio, Recorder.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials. If materials other than stone, aluminium, brick and lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing by Kingswood Development Company, its successors and assigns, for which provision is hereinafter made.

4. No noxious or offensive trade or activity shall be carried on in Kingswood Plat II, nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers (unless said travel or camp trailers are stored within structures or house trailers), scrap iron, wood building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land and house sale office by the developers and those in privity with them) or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes.

5. The type of residential structure which shall be permitted shall be the conventional, two-story house, the story and a half house, the one-floor "ranch style" house and the tri-level house (often times called, split level). The ground floor foundation area of the main structure, exclusive of the one story open porches, breezeway areas and garages, shall be not less than nine hundred and fifty (950) square feet of foundation area for a story and a half and the tri-level house; not less than nine hundred (900) square feet of foundation area for a two-story house exclusive of garage; not less than fifteen hundred (1500) square feet of foundation area for a ranch type home exclusive of attached garage.
6. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

7. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

8. No so-called "ribbon-driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of nine (9) feet in width.

9. No fence shall be erected or maintained closer to the street than the rear of the house, and shall not be erected or maintained until approved by the Kingswood Development Company.

10. 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 a garage or the basement of a dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Kingswood Development Company.

11. Kingswood Development Company is hereby granted the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Kingswood Plat II.

12. No structure of building, swimming pool, fence, hedge, wall or enclosure of any kind shall be erected or maintained upon any of said plots unless and until there has been filed with Kingswood Development Company complete plans and specifications for such structure or building, completely showing, among other things, its location upon the plot, materials of which it is to be constructed, the type and style of architecture, the grading of the plot, including the grade elevations of the structure or building, the location of driveways or walks, and all other information which Kingswood Development Company may require or request. No building shall be started or grading of the plot undertaken or other work done upon the premises until the written approval of Kingswood Development Company has been secured therefore.
13. Kingswood Development Company is hereby granted for itself, its successors and assigns, the exclusive right to grant consents for easements, and rights-of-way for the construction, operation and maintenance of electric light, telephone poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, or under all of the areas designated as "buffer lot" or as "utility easement", or with words of similar import on said Plat of Kingswood Plat II and along and upon all highways now existing or hereafter established and abutting all the plots in said Kingswood Plat II. Kingswood Development Company is also granted for itself, its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Kingswood Plat II from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement", "sewer easement", or with words of similar import upon said recorded plat of Kingswood Plat II. The terms "buildings or other structures" as used in the foregoing portions of this article of this Declaration of Restrictions shall include those structures in the nature of houses or garages.

No owner of any of the plots in Kingswood Plat II shall have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in said Kingswood Plat II without the written consent of Kingswood Development Company.

14. In all instances where plans and specifications are required to be submitted to and are approved by Kingswood Development Company if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement, such variances shall be deemed a violation of these restrictions.

15. No permanent or semi-permanent recreation facility (expressly including basketball courts, patios and backboards) addition, outbuilding or fence may be erected, constructed or maintained without express written approval of Kingswood Development Company. Violation of this restriction shall allow the Kingswood Development Company to come on the premises and dismantle such structure.
16. All electrical service lines from the public utility source to each dwelling shall be underground.

17. All windows used, exclusive of basement or below grade windows, shall be of wood or vinyl clad wood materials.

18. Kingswood Development Company shall have the right to construe and interpret these restrictions and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

19. None of these restrictions shall be abrogated or waived by the failure of the Kingswood Development Company, its successors or assigns, to enforce them, no matter how many violations or breaches may occur.

20. If, in the opinion of Kingswood Development Company the shape of, dimensions, number of structures or topography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Kingswood Development Company may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

21. These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners, or other successors and assigns, and all land in said Kingswood Plat II until the first day of September, 1990, after which time said covenants shall be automatically extended for successive periods of ten years each unless by vote of the majority of the record owners of the area in said addition, it is agreed to change said restrictions in whole or in part. The said restriction changes shall become effective from and after the time an instrument in writing, executed by the record owners of the majority of the area in said Kingswood Plat II with the formalities then required by the State of Ohio for the execution of deeds, setting forth the changes so agreed upon, is filed for record with the Lucas County, Ohio Recorder.
22. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Kingwood Development Company its successors and assigns, is granted the right to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

23. The rights, privileges and powers granted by this Declaration of Restrictions to Kingwood Development Company shall be assignable.

24. When all lots have been sold by the present owner, Port Lawrence Title and Trust Company, Trustee, successors to Kingwood Development Company consisting of the then lot owners, may be appointed and thereafter the Committee shall be elected by the majority vote of lot owners.

IN WITNESS WHEREOF, the Grantor corporation has caused its name to be signed by its officers, duly authorized by its Board of Directors, and its seal to be affixed this 22nd day of July 1985.

Signed and acknowledged in the presence of:

[Signatures]

THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE

Victor Crouch, Vice President
Margretta R. Laskey, Assistant Secretary

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 22nd day of July, 1985 by Victor Crouch, Vice President, and Margretta R. Laskey, Assistant Secretary, of THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, an Ohio Corporation, on behalf of the corporation.

[Notary Public Signature]

RECEIVED & RECORDED

JUL 25 1985 9:31
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

[Notary Public Seal]