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DECLARATION OF RESTRICTIONS AS TO LAND
LOCATED IN LINCOLN WOODS PLAT 11

Whereas, Reynolds Construction company, an Ohio Corporation; hereinafter referred to as the owner, holds title in fee simple to the following described parcels of land situated in the City of Sylvania, Lucas County, Ohio, to-wit:

Lots numbers three hundred fifty-nine (359) through Lots numbers three hundred eighty-nine (389) in Lincoln Woods Plat 11, a subdivision in the City of Sylvania, Lucas County, Ohio.

and said parcels will hereafter be referred to as Lincoln Woods Plat 11.

WHEREAS, Reynolds Construction Company, the owner, desires to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in Lincoln Woods Plat 11.

WHEREAS, Lincoln Woods Plat 11 is a subdivision in the City of Sylvania, Lucas County, Ohio, which has been subdivided and laid out into lots with certain streets and ways dedicated to public use in accordance with the original plat thereof, which plat is recorded in Vol. 130 of the Plat Records of the Recorder of Lucas County, Ohio;

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvements and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in Lincoln Woods Plat 11 in order to perpetuate said subdivision

See Vol 130 Pages 79 & 80 of Plats
as an architecturally harmonious, artistic and desirable residential district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

In consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Lincoln Woods Plat 11 as an architecturally harmonious, artistic and desirable residential district, Reynolds Construction Company, for itself, its successors and assigns, hereby declares and stipulates that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in Lincoln Woods Plat 11 hereafter be conveyed by it, its successors and assigns, subject to these restrictions.

1. These covenants and restrictions are to run with the land and shall be binding on Reynolds Construction Company, its successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1st, 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of the majority of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or
in part.

2. All lots, subdivisions of lots, and portions of Lincoln Woods Plat 11 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 or attached garage for not more than two cars. Location and design of any detached garage must be approved by the Committee. Not more than one residence shall be built upon any lot.

3. No noxious or offensive trade or activity shall be carried on in Lincoln Woods Plat 11 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 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 developer and those in privity with it) 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 as to all lots.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

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 type" house and the tri-level house (oftentimes called split-level). The ground floor foundation area of the main structure, exclusive of one story open porches breezeway areas and garages, shall be not less than nine hundred thirty-six (936) square feet of foundation area for a story and a half and the tri-level house; not less than eight hundred (800) square feet of foundation area for a two-story house exclusive of garage; not less than twelve hundred (1200) square feet of foundation area for a ranch type home exclusive of attached garage.

The exterior construction of any and all buildings shall be aluminum, brick veneer, stone, wood, or if another material it must be of a quality and make approved by the Property Committee.

6. 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.

7. 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.

8. 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 Property Committee.

9. No outside electrical or other operating unit which emits sound or is otherwise noxious may be placed either in the side yard or nearer to the side lot line than the distance from the nearest main side wall adjacent to said lot line. All outside electrical or other operating units must not be farther than three feet from the rear wall of each main dwelling structure, except that in an emergency or under special conditions or circumstances, the Committee, in its sole discretion may determine and permit said units to be placed in other locations, but such determination and permission must be obtained in writing prior to constructing or locating any such unit.

10. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until two (2) sets of the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan
of the plot to be built upon shall have been submitted to and approved in writing by at least a majority of a Property Committee consisting of Charles J. Reynolds and Jon F. Strole and Mark C. Reynolds, or the survivors of them. One (1) set of writings submitted to the committee may be retained by it. In the event of the resignation, death or failure to act by any committee member, the remaining member or members shall have the power to appoint his successor. The above committee then shall serve until another committee is elected as hereinafter provided. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the committee shall have to take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading, and the location of the buildings, fences, hedges, walls, walks or other structures, gradings or planting conform and are harmonious with the existing buildings in said Plat and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within sixty (60) days after the same have been submitted to it, then such approval will not be required, provided, however, the design of the structure, size, construction and its location on the building site conform to and are in harmony with existing buildings in Lincoln Woods Plat 11
and the restrictions contained herein. The members of the committee shall not be entitled to any compensation.

11. A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear five (5) feet of each lot and across other space designated on the recorded Plat as an easement right-of-way for utility installations, removal, repairs and maintenance, together with the free right of entry for purposes of maintaining grade and drainage and other lawful and proper purposes. The said Reynolds Construction Company, its successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

12. A perpetual easement is dedicated, established, and reserved to the undersigned, its successors and assigns over those portions of each lot which are presently or may hereafter be made part of the drainage system for the plat and which are sometimes called drainage swales, or drainage waterways. Said easement is for the benefit of the entire plat and shall include the right of removal, repair and maintenance together with the free right of entry for maintaining grade and drainage and other lawful and proper purposes. Each lot owner is particularly restricted from impeding, transferring or otherwise affecting water flow and drainage, and in addition undersigned, its successors, or assigns shall have the right to enter said
easement and spaces to remove, repair and maintain drainage without notice to owner. No improvements of any kind are allowed or permitted within the limits of said easements except by undersigned, its successors and assigns.

13. If any lot owner or tenant thereof, or any other occupant of any lot in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property 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 or other dues for such violation.

14. When all lots have been sold by the present owner, the Committee may appoint successors consisting of the then lot owners and thereafter the Committee shall be elected by majority vote of lot owners.

15. A perpetual easement is reserved in and granted to Reynolds Construction Company over that part of each lot for purposes of utility installations and maintenance, as shown upon said recorded Plat with the full and unrestricted power to grant rights-of-way and/or easements thereon for such purposes to public utility corporations and/or governmental authorities.

16. 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 by the Committee. Violation of this restriction shall allow the Committee to come on the premises and dismantle such structure.

17. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Reynolds Construction Company, its successors, legal representatives and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots or building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

18. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots numbers three hundred fifty-nine (359) through three hundred eighty-nine (389) both inclusive, in Lincoln Woods Plat 11, a subdivision in the City of Sylvania, Lucas County, Ohio

Reynolds Construction Company hereby declares and establishes the foregoing restrictions and covenants and execute the same at Toledo, Ohio this 14 day of May, 1992.
Signed, acknowledged, delivered and witnessed in the presence of:

[Signatures]

REYNOLDS CONSTRUCTION COMPANY

By [Signature]

Charles J. Reynolds, Pres.

and [Signature]

Jon F. Strole, Secretary

STATE OF OHIO  
)ss
LUCAS COUNTY  

Before me a Notary Public in and for said County personally appeared Charles J. Reynolds, President, and Jon F. Strole, Secretary of Reynolds Construction Company, who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors; that said instrument is the voluntary act and deed of the said Charles J. Reynolds, President and Jon F. Strole, Secretary as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this ______ day of  

[Signature]

Notary Public

Charles P. Metty  

Notary Public, State of Ohio  

My Commission Expires 8-28-55

This instrument prepared by  
Markwood and Markwood Co., L.P.A.

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RECEIVED & RECORDED  

MAY 15 1992  

Sue Rioux  

Recorder, Lucas County, Ohio

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