LINCOLN WOODS
PLAT 5

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DECLARATION OF RESTRICTIONS AS TO LAND
LOCATED IN LINCOLN WOODS PLAT 5

WHEREAS, Acorn Designing Co., 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 156 through 191 both inclusive, in
Lincoln Woods Plat 5, a subdivision in the City
of Sylvania, Lucas County, Ohio,

and said parcels will hereafter be referred to as Lincoln Woods Plat/5;

WHEREAS, Acorn Designing Co., the owner, desires to establish
restrictions upon the manner of use, improvement, and enjoyment of the
above described lots in Lincoln Woods Plat 5;

WHEREAS, all lot owners in Lincoln Woods Plat 5 join in said
restrictions by consent thereto;

WHEREAS, Lincoln Woods Plat 5 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 Volume 65 at
pages 9 and 10 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 5 in order to perpetuate said subdivision 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and to continue to maintain and perpetuate the general plan as originally
made effective upon the platting of said subdivision;
NOW THEREFORE, 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 5 as an architecturally harmonious, artistic and desirable residential district, Acorn Designing Co., 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 5 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 Acorn Designing Co., 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, 1991, 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 frontage 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 5 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 three cars for the sole use of the occupier of said premises. 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 5 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 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.

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 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, Ralph G. Rule and Theodore Markwood, 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 plantings 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 5 and the restrictions contained herein. The members of the committee shall not be entitled to any compensation.

10. A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear ten (10) 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 Acorn Designing Co., 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.
11. 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.

12. 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.

13. A perpetual easement is reserved in and granted to Acorn Designing Co. 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.

14. 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.

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

16. 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 one hundred fifty-four (154) through one hundred ninety-one (191), both inclusive, in Lincoln Woods Plat 5, a subdivision in the City of Sylvania, Lucas County, Ohio

Acorn Designing Co., as owner, hereby declares and establishes the foregoing restrictions and covenants and executes the same at Toledo, Ohio this 18 day of January, 1971.

ACORN DESIGNING CO.
By Ralph G. Rule, President
By Robert W. Gibson, Secretary

Two witnesses.

Acknowledged January 18, 1971 by said Company, by said Officers, and by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Received for record January 18, 1971 and recorded in Volume 2338 of Mortgages, page 724.