NOPPER GARDEN ESTATES

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DECLARATION OF RESTRICTIONS

WHEREAS, Woodmont Co., an Ohio Corporation, hereinafter called "Owner", is the owner in fee simple of the following described real estate:

Lots Numbers 5 to 32, both inclusive, in Nopper Garden Estates, Plat I, a Subdivision in Sylvania Township, Lucas County, Ohio.

WHEREAS, said Owner desires to establish a general plan for the development of said Nopper Garden Estates and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said Owner, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, does, for itself, its successors and assigns, hereby declare, covenant, and stipulate that all lots as numbered above shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner and all persons claiming under or through them until the 1st day of January, 1975, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by the then owners of a majority of the lots numbered above it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority 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 Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (1) above shall in no wise affect 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 purposes or purpose, 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 of the above numbered lots in Nopper Garden Estates, Plat I shall be described and known as residential lots; and no structure shall be placed on any such residential lot other than one single family dwelling and a private garage of not more than two car capacity which must be made an integral part of the main residence structure.

6. No building, structure or basement shall be erected, placed or altered on any such residential lot numbered above until the building plans and specifications and a plot plan showing the location of such building have been approved in writing by Woodmont Co., as to the architectural design, size, quality and cost of such building and as to its location with respect to topography and finished ground elevation. No addition shall be made to any residence and no swimming pool shall be installed on any lot in said addition until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by Woodmont Co. No porch or structural change shall be made unless approved in writing by Woodmont Co. Such approval shall be required for a period of 10 years from the date hereof.

7. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat or nearer than a distance equal to 10 per cent of the frontage of any lot to the side lot line of any of said lots.

8. No more than one single family dwelling shall be erected on any one lot but nothing herein contained shall be construed to prevent the purchase of 2 adjoining lots by a single owner and erection of a single residence on or about the center of the parcel created by the joining of the 2 lots.

9. Other than 1 dog, 1 house cat, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said lots.

10. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

11. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period a building is being erected upon any such lot, 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. Structures must be completed by an owner within 6 months of the date of the beginning of construction.

12. No trash burner, outdoor fireplace or other device expelling gases shall be placed within 20 feet of any line of adjoining lots.

13. No portion of any lot between the building line as shown on the plat and any road, avenue or street, exclusive of porches, shall be used for any purpose other than that of lawn or shrubbery, and no fence shall be built between the building line and the street line, as shown on the plat.

14. No ornamental fence, hedge or wall shall exceed 4 feet in height.

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

16. No sod, dirt or gravel, other than that incident to construction of permitted structures, shall be removed from said premises without the approval of Woodmont Co.

17. Any tent, housecar, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

18. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said Woodmont Co. has hereunto set its hand this 19th day of February, 1958.

(Signed) WOODMONT CO.

By Barbara M. Horninger, President,

Two witnesses. By Urban P. Klingshirn, Secretary.

Acknowledged February 19" 1958 by said company, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record February 21" 1958 at 11:14 A.M., and recorded in Volume 1878, of Mortgages, page 71.