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, The Ohio Citizens Trust Company, Trustee, hereinafter referred to as the "Owner", holds title in fee simple to a certain parcel of land situated in the Village of Sylvania, Lucas County, Ohio, hereinafter referred to as "Amended Plat of Oakland Estates" and described as follows:

Amended Plat of Oakland Estates is laid out on and comprises all of the plat of Oakland Estates recorded March 15, 1960, in Volume 58, Page 36 Book of Plats, including Oakland Court, (now vacated) together with all of that part of the Southwest quarter (1/4) of Section 10, Town 9 South, Range 6 East, in the Village of Sylvania, Lucas County, Ohio, bounded and described as follows:

Commencing at a stone monument which defines the south quarter corner of the said Section 10, thence northerly, along the north and south center line of the said Section 10, a distance of 1202.35 feet to the Southeast corner of Oakland Estates as originally platted; thence westerly, along the southerly line of the said Oakland Estates as originally platted, which line forms an angle of 92° 20' 50" measured from north to west, with the said north and south center line of Section 10, a distance of 499.14 feet, more or less, to the southwest corner of the said Oakland Estates as originally platted, which point is in a line drawn parallel to and distant easterly 225 feet from the easterly line of Ravine Cemetery, measured normal thereto, and which point is also the Point of Beginning; thence continuing westerly along the last described line produced, a distance of 225.27 feet, more or less, to a point in the said easterly line of Ravine Cemetery; thence northerly, along the said easterly line of Ravine
Cemetery, a distance of 389.51 feet, more or less; to a point which is
distant southerly 290 feet from the southerly line of Ravine Drive;
thence northeasterly, and in a direct line, a distance of 232.90 feet,
more or less, to a point in the said line drawn parallel to and distant
easterly 225 feet from the easterly line of Ravine Cemetery, which point
is distant 230 feet from the said southerly line of Ravine Drive, and
which point is in the westerly line of Oakland Estates as originally
platted, a distance of 437.66 feet, more or less, to the place of
beginning.

WHEREAS, on the 2nd day of May, 1960, pursuant to the
request of said The Ohio Citizens Trust Company, Trustee, the Council
in and for the Village of Sylvania, Lucas County, Ohio, repealed
their Ordinance No. 19-1960 entitled "Approving plat of Oakland
Estates and accepting dedication of streets and ways shown thereon"
and approved the said Amended Plat of Oakland Estates and accepted
the dedication of streets and ways shown thereon; and

WHEREAS, by instrument dated March 18, 1960, and recorded
in Volume 1962 of Deeds, page 462, Lucas County, Records, said The
Ohio Citizens Trust Company, Trustee, imposed certain restrictions
on the lots in said Oakland Estates, which restrictions said The Ohio
Citizens Trust Company, Trustee, now desires to, and does hereby,
revoke, annul and cancel; and

WHEREAS, the Amended Plat of Oakland Estates is a subdivision
of the above described land which has been laid out into lots, which
lots are numbered consecutively from 1 to 15, both inclusive, with a
certain street and way dedicated to public use and certain reserva-
tions by way of easements for the installation and maintenance of
public utility service in accordance with the original plat thereof,
which is recorded at Page 46 in Volume 58 of the Plat records in the office of the Recorder of Lucas County, Ohio; and

WHEREAS, the owner and Robert F. Cavalear, Inc., an Ohio Corporation hereinafter referred to as "Developer", desire to establish restrictions upon the manner of use, improvements and enjoyment of the above described lots in the Amended Plat of Oakland Estates and to impose certain restrictions on said lots in said Amended Plat of Oakland Estates;

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement of value thereof, and to afford purchasers 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 improvement, development, use, occupancy and enjoyment of said Amended Plat of Oakland Estates as an architecturally harmonious, artistic and desirable residence district, The Ohio Citizens Trust Company, Trustee, the Owner, for itself, its successors and assigns, hereby declares and stipulates that each lot in said Amended Plat of Oakland Estates shall hereafter be conveyed by it and its successors and assigns subject to the restrictions hereinafter set forth.

1. All lots in the Amended Plat of Oakland Estates shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, a private garage of not more than three car capacity which may be attached to or connected with said dwelling, an attractively appearing garden house and a swimming pool. Said dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants. Nothing herein contained shall be
construed to prevent the purchase of two adjoining lots by a single owner and erection of said dwelling on or about the center of the parcel created by the joining of such lots.

2. No building, basement, swimming pool, fence, wall or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, type, style of architecture, cost, use, and materials of construction thereof, the color scheme thereof, the grading plan of the lot, and the grade elevations of such structure, which detailed plans and specifications have first been approved in writing by the Developer, its successors and assigns, and a true copy thereof permanently lodged with the Developer. All plans and specifications for such structures must be prepared by a competent architect.

In requiring the submission of detailed plans and specifications as herein set forth, the Owner and Developer have in mind the development of said Amended Plat of Oakland Estates as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, the Developer may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be erected or made and such other matters and considerations as the Developer may deem to be to the interests and benefits of the owners of lots in said Amended Plat of Oakland Estates as a whole with reference to said plan of development and any determination made by the Developer in good faith shall be binding upon all parties in interest.
3. No structure or any part thereof shall be erected or maintained on any part of said lots nearer the front or street line or lines than the building setback line or lines shown upon the recorded plat of said subdivision or nearer to any side line or rear line than shall be determined by the Developer in writing at the time of the approval of the plans and specifications for such structure.

4. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, nor shall any noxious, offensive, unhealthful or unreasonably disturbing activity be carried on upon any part of said Amended Plat of Oakland Estates, nor shall anything be done thereon which may be or become an annoyance or nuisance in said Amended Plat of Oakland Estates. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any of said residential lots.

5. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be maintained or used as a residence, temporarily or permanently, in said Amended Plat of Oakland Estates. Any tent, housecar, trailer or other similar housing device if stored on any said lot shall be housed within a garage building. No dwelling erected in said Amended Plat of Oakland Estates shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in
the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of the Developer.

6. No portion of any lot nearer to any street than the building set back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubberries, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamentations for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No trash burner, outdoor fireplace or other devise expelling gas or smoke shall be placed within 20 feet of any adjoining lot line.

7. Other than two dogs, two house cats and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said subdivision.

8. The owner reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Amended Plat of Oakland Estates, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone
and telegraph poles, lines and conduits, and for water, gas and sewer
lines and conduits, or any other public utility facilities, together
with the necessary or proper incidents and appurtenances; and no
building or other structure or any part thereof, shall be erected or
maintained upon any part of the property in the Amended Plat of
Oakland Estates, over or upon which easements for the installation
and maintenance of public utilities and storm sewers will be or have
been granted.

9. The Developer reserves the sole and exclusive right
to establish grades and slopes on the residential lots in said
subdivision, and to fix the grade at which any dwelling shall here-
after be erected or placed thereon, so that the same may conform
to the general plan.

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 the garage or basement.
Additional regulations for the storage, maintenance and disposal of
rubbish, debris, leaves, and garbage may, from time to time, be
established by the Developer.

11. No signs of any character shall be erected, placed,
posted or otherwise displayed on or about any lot without written
permission of the Developer which shall have the right, in its
discretion, to prohibit, restrict and control the size, construction,
material, wording, location and height of all such signs.

12. The covenants and restrictions hereinabove shall run
with the land and shall be binding upon each and every person who
now is or shall hereafter become the owner of any interest in and to
the residential lots in said subdivision until January 1, 1990, at
which time said covenants and restrictions shall be automatically extended for successive periods of 10 years each unless and except the then owners of 2/3 of the residential lots in said Amended Plat of Oakland Estates shall agree in writing to change, amend, modify or revoke these covenants in whole or in part. In the event that any lot is owned by tenants in common, the signature of any of such tenants in common will be construed as a vote of his proportionate share of the lot owned by him as such tenant in common.

13. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said Amended Plat of Oakland Estates may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

14. If any of the covenants or restrictions hereinabove are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the said The Ohio Citizens Trust Company, Trustee, has caused its corporate name to be subscribed hereto by its duly authorized officers at City of Toledo, Lucas County, Ohio, this 11th day of May, 1960.

Signed: The Ohio Citizens Trust Company, Trustee,

By William S. Miller, Vice-President,

By Herbert O. Lilje, Assistant-Secretary.

Two witnesses.
Acknowledged May 11, 1960 by said The Ohio Citizens Trust Company, Trustee, by said officers duly authorized, before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 11, 1960 at 3:30 P.M., and recorded in Volume 1969 of Mortgages, page 242.