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 RAGAN WOODS, PLAT 3,
A SUBDIVISION OF THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

St. Lawrence Development Corp., a corporation organized and
existing under the laws of the State of Ohio, with its principal place
of business at 2939 Douglas Road, Toledo, Ohio 43606 (hereinafter
designated as "St. Lawrence"), has caused to be duly laid out, approved,
adopted and recorded in Volume 69, page 3 of the Plat Records in the
office of the County Recorder of Lucas County, Ohio, a certain plat
designated as RAGAN WOODS, PLAT 3, and a Subdivision in the City of
Toledo, Lucas County, Ohio (hereinafter designated as "Ragan Woods").
St. Lawrence is now the owner of all the lots in said Plat, and
proposes to adopt restrictions as to the use thereof in order to
preserve said addition as a desirable 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 run with
the land for the benefit of St. Lawrence and all subsequent owners
of lots in said plat, 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:

ARTICLE I
General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements,
conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of
Restrictions is intended to mean either a detached building or a block
of two or more attached buildings.
3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

4. The word "plot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The word "side yard" as used in this Declaration of Restrictions are intended to mean a yard between a building and the side line of the plot on which the building located, and extending from the front line to the rear line of said plot, and being the minimum horizontal distance between a side plot line and the side of said building or any projections thereof.

7. St. Lawrence 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.

8. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of St. Lawrence, its successors or assigns.
9. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

10. If, in the opinion of St. Lawrence, 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, St. Lawrence 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.

11. In the event of a material change in conditions or in circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of plots in said addition, or which would cause such restrictions to cease being beneficial to the owners of such plots, then St. Lawrence, its successors and assigns, after written notice given by mail to the owners of plots in said addition, and after the written approval of the holders of record title to more than 50% of the total area in said Ragan Woods, is given to St. Lawrence, St. Lawrence may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all plot owners. The provisions of this Item 11 shall not be construed as a limitation upon the right of St. Lawrence to modify the provisions of this Declaration of Restrictions provided for in Item 10 above.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in Ragan Woods shall be used for residential purposes only and for no other purposes. No more than one residence shall be built upon any one plot.
2. Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence building. Garages shall be attached to the residence, shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any lot, except that those structures approved by St. Lawrence as proper for the sale, construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be construed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by St. Lawrence. If materials other than stone, brick or lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing by St. Lawrence, its successors and assigns, for which provision is hereinafter made.

4. No structure or building, or part thereof (including porches, verandas, porte-'cochere', or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on the recorded plat of Ragan Woods, or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from St. Lawrence, as hereinafter provided.
One and one and one-half story buildings shall not be erected or maintained upon any plot nearer than 10 feet from any side plot line, on plots up to and including 100 feet in width (measured at the building line).

On plots in excess of 100 feet in width (at the building line) 1 and 1-1/2 story buildings shall not be erected or maintained upon any plot nearer than 10% of the total plot width to any side plot line.

Two story buildings shall not be erected or maintained nearer than 14% of the total plot width (at the building line) to the side line of any plot.

5. 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.

6. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected or maintained upon any plot or any building thereon without the consent of St. Lawrence being first obtained in writing. The right is reserved by St. Lawrence, its successors and assigns, to erect small structures or signs on any unsold lots or plots.

7. No animals, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot, except that St. Lawrence, its successors and assigns, may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of other lots or plots in said addition.

8. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said plots except in the rear yards,
and then only on portable laundry dryers of a revolving type not higher than 7 feet from the ground. No more than one such dryer may be used for each dwelling. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power shears and similar equipment, shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to 9:00 a.m. and after 6:00 p.m. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

9. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely with 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 St. Lawrence.

ARTICLE III

Approval of Plans

1. St. Lawrence, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to, fences, swimming pools, signs, walls, automobile driveways), painting and other details of the improvement 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. St. Lawrence hereby expressly reserves to itself, and to 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 St. Lawrence or by its successors or assigns, evidencing the fact that such assignment or relinquishment, is filed for record with the Lucas County, Ohio Recorder.

2. No structure or 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 St. Lawrence 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 St. Lawrence 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 St. Lawrence has been secured therefor.

3. St. Lawrence reserves 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 Ragan Woods.

4. In all instances where plans and specifications are required to be submitted to and are approved by St. Lawrence, 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 improvements, such variance shall be deemed a violation of these restrictions.
ARTICLE IV
Easements

St. Lawrence reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements, and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph 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 "utility easement," "sewer easement," or with words of similar import on said plat of Ragan Woods and along and upon all highways now existing or hereafter established and abutting all the plots in said Ragan Woods. St. Lawrence also reserves to itself, and to 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 Ragan Woods 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 Rang Woods. The term "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

No owner of any of the plots in Ragan Woods shall have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in said Plat 3 without the written consent of St. Lawrence.
ARTICLE V
Duration of Restrictions

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 Ragan Woods until the first day of March, 1991, after which time said covenants shall be automatically extended for successive periods of 10 years each unless by a vote of the record owners of the majority of the area in said Ragan Woods, 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 Ragan Woods 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 Recorder.

ARTICLE VI
Right to Enforce

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, St. Lawrence, 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.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity
of any restriction hereby imposed or any of the provisions hereof or
of any part of any restrictions or provisions shall not impair or
affect in any manner the validity, enforceability or effect of the
rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declara-
tion of Restrictions to, and/or reserved by, St. Lawrence shall be
assignable and shall inure to the benefit of the successors and assigns
of St. Lawrence.

IN TESTIMONY WHEREOF, St. Lawrence Development Corp., by Emery
K. Bridge, its President, and Walden H. Schultz, its Secretary,
thereunto duly authorized, has hereunto set its hand this 14 day of
Nov., 1972.

(Signed) ST. LAWRENCE DEVELOPMENT CORP.

By Emery K. Bridge, President

Two witnesses. By Walden H. Schultz, Secretary

Acknowledged November 14th 1972 by said corporation, by said
officers, by authority of its Board of Directors, before a Notary
Public, Lucas County, Ohio.

Received for record November 21st 1972 at 11:01 A.M., and
recorded in Volume 2590 of Mortgages, page 50.
AGREEMENT MODIFYING DEED RESTRICTIONS IN RAGAN WOODS, PLAT 3

Whereas, Duane and Kathy Walton, hereinafter referred to as "owners", own a certain parcel of land described as:

Lot 137, Ragan Woods, Plat 3, in the City of Toledo, Lucas County, Ohio, and

Whereas, St. Lawrence Development Corp., a corporation organized and existing under the laws of the State of Ohio, with its principal offices at 2939 Douglas Road, Toledo, Ohio, hereinafter referred to as "developer", and

Whereas, there is a certain Declaration of Restrictions as to Ragan Woods Plat 3, A Subdivision in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "Restrictions", a copy of the same being annexed hereto and marked Exhibit A, and

Whereas, the contractor, Terry Fitzgerald has completed construction upon Lot 137 in Ragan Woods, Plat 3, at the request of the "owners", and

Whereas, said construction is in violation of the "Restrictions", and covenants of Ragan Woods Development.

Now in consideration of the mutual promises set forth herein, the parties, the "owner" on his own behalf, and the "developer" on behalf of itself and all the owners of property in Ragan Woods, Plat 3, their successors, assigns, and on behalf of the Architectural Control Committee, do hereby agree as follows:

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1. "Owners" agree to construct a home on the subject lot, consistent with the plans and specifications filed with the "developer" and approved by the same, which include plans and specifications for shutters on the side and front exterior windows, and a dormer; and,

2. Any owners of said property will abide by deed restriction revision which specifically prohibits the construction or erection of a fence in the area in front of the Northeast corner of the building itself (i.e., the back corner of the structure); any fence erected on the South side line is not to extend beyond the existing fence.

3. It is the developer's opinion that a strict construction of the restrictions as they pertain to Lot 137 in Ragan Woods Plat 3 would work a hardship on the owners should the restrictions have to be strictly followed.

4. The "developer" and "owners" agree to modify the restrictions on pages 7 and 8, paragraph 4, as to the subparagraph dealing with plots in excess of 100 feet in width with 1-1/2 story buildings thereon. Therefore, the "Restrictions" are modified in the following respects:

   Pages Nos. 7 and 8, paragraph number 4 which reads as follows:

   No structure or building, or part thereof (including porches, verandas, porte'-cochere', or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on
the recorded plat of Ragan Woods, or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from St. Lawrence, as hereinafter provided.

One and one and one-half story buildings shall not be erected or maintained upon any plot nearer than 10 feet from any side plot line, or plots up to and including 100 feet in width (measured at the building line).

On plots in excess of 100 feet in width (at the building line) 1 and 1-1/2 story buildings shall not be erected or maintained upon any plot nearer than 10% of the total plot width to any side plot line; except solely that the 1-1/2 story building on lot #137 may be erected and maintained up to but no closer than 6.5 feet from the North side plot line.

Two story buildings shall not be erected or maintained nearer than 14% of the total plot width (at the building line) to the side line of any plot.

The "restrictions" as recorded, other than as modified above, remain in full force and effect.

In witness whereof, we set our hand this 6th day of March, 1987.

[Signatures]

Witness

Kathy Walton, Owner

Duane Walton, Owner

For: St. Lawrence Development Co.
Sworn to and subscribed in my presence this 6th day of March, 1987, by Kathy and Duane Walton, husband and wife, who acknowledge this to be their free and voluntary act and deed.

[Signature]
NOTARY PUBLIC

Sworn to and subscribed in my presence this 6th day of March, 1987, by Robert Emmrich for St. Lawrence Development Corp., who acknowledged the act on behalf of the corporation, that he had authority to do the same, and further that it was his free and voluntary act and deed.

[Signature]
NOTARY PUBLIC

RECEIVED & RECORDED
MAR 9 1987
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

14th
Czarnakowski Bx

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