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, Corydon A. Brattain and Cora E. Brattain, husband and wife, are the owners in fee simple of that part of the North one-half (1/2) of the Northeast quarter (1/4) of Section twenty-six (26), Township nine (9) South, Range six (6) East in Sylvania Township, Lucas County, Ohio, designated on Plat recorded in Volume 51 at Pages 56 and 57, Lucas County Record of Plats as Redington Woods, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, Corydon A. Brattain and Cora E. Brattain desire to establish a general plan for the development of said Redington Woods which will make the said lots in said subdivision more attractive for residential purposes and protect the owners of said lots in the enjoyment of their use for residential purposes,

NOW, THEREFORE, Corydon A. Brattain and Cora E. Brattain, in consideration of the enhancement in the value of said property by reason of the adoption of the Restrictions hereinafter set forth, do for themselves, their heirs and assigns, hereby declare, covenant and stipulate that Lots Numbered 2 - 13, both inclusive as shown on the recorded Plat of Redington Woods, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by them, their heirs and assigns subject to the following restrictions:

1. These covenants and restrictions are to run with the land and shall be binding upon said Corydon A. Brattain and Cora E. Brattain and all persons claiming under or through them until the 1st day of January, 1948, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a majority of the then owners of said Lots 2 - 13 both inclusive in Redington Woods, it is agreed to change said restrictions and covenants in whole or in part. However, such changes shall be by instrument setting forth said changes and acknowledged by at least 7 owners of said lots 2 - 13 both inclusive, 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 Lucas County Recorder.

2. Invalidation of any of the restrictions and covenants herein by judgment, Court order, or by act of the owners as provided in One (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 lots in Redington Woods shall be described and known as residential lots; no structure shall be placed on any one residential lot other than one (1) single family dwelling and a private garage building of not more than three (3) car capacity.

6. No building, structure or basement shall be erected, placed or altered on any building residential lot in said Redington Woods until the building plans, specifications and plot plan showing the location of such building have been approved in writing by the Building Committee, designated herein, as to location of the building with respect to topography and finished ground elevation and the cost thereof. Such committee shall be composed of Corydon A. Bratton, Lewis W. Potter and Cyril W. Basinger. Persons to fill vacancys on said committee shall be elected by a majority of the owners of said lots. New committee members shall act only after the filing with the Recorder of Lucas County, Ohio of an instrument proving their election by a majority of the owners of said lots. No member of said committee or its duly designated representative shall be entitled to compensation.

7. No garage building shall be placed nearer than eighty (80) feet to any street, road or avenue (or nearer than a line thirty-one (31) feet from the rear lot line in the cases of lots 7, 8, and 9), except that if said garage building is made an integral part of the main residence structure the same may be located not nearer than thirty-five (35) feet from any street, avenue, or road, or twenty-five (25) feet from the circumference of the turnaround in the cases of lots 7, 8 and 9. No garage building shall be set nearer than the (10) feet to the line of any adjoining lot unless such adjoining owner shall grant permission in writing to the placing of said garage within ten (10) feet of a line of his or her lot. Such written consent shall be placed of record with the Recorder of Lucas County, Ohio previous to such garage building being built.

8. The ground floor area of the main residence structure built on any of said lots shall, exclusive of any open porches, breezeways and garages, be not less than One Thousand Four Hundred (1400) square feet; residences shall be single story structures of not more than seventeen (17) feet in height from the first floor level to the ridge line.

9. No building or any part thereof shall be erected or maintained on any part of said lots closer to the street than is indicated by the building line shown on the Plat of Redington Woods, or nearer than ten (10) feet from either of the side lines of said lots.

10. No more than one (1) single family dwelling shall be erected on any one lot as shown by the plat of said subdivision.

11. Nothing herein contained shall be construed to prevent the purchase of two (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 two lots.

12. Other than two (2) dogs, two (2) 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.

13. 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.
14. 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 ninety (90) days after its delivery to such lot shall be removed therefrom. Structures must be completed by an owner within one (1) year of the date of the beginning of construction.

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

16. No portions of any lot between the building line designated in nine (9) above and any road, avenue or street, exclusive of porches shall be used for any purpose other than that of lawn, provided however, this covenant shall not be construed to prohibit walks, drives, shrubs, shrubbery, ornamental plants, flowers, flower beds, statuary, trees,ountains and similar ornamentation, nor an ornamental fence, hedge or wall not over four feet in height, but shall be construed to prohibit the planting or maintaining of vegetables, grains or weeds thereon.

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

18. The grantors reserve to themselves, their heirs and assigns, the perpetual easement over a strip of land five (5) feet in width along the rear of each lot in said subdivision, except Lot 1 and Lot 14, and a strip of land five (5) feet in width along the south side of lot 8 and the south side of lot 9 as shown on the Plat of Redington Woods, for the construction and maintenance of public or quasi-public utilities and functions.

19. No sod, dirt, or gravel, other than that incident to construction of permitted structures, shall be removed from said premises without the approval of the committee designated in number six (6) above.

20. No tent, housecar, trailer or other similar housing device shall be used for living purposes on said premises.

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

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

Two Witnesses. Signed and acknowledged December 31, 1953 before a Notary Public, State of Ohio (Seal).

Received for record December 31, 1953 and recorded in Volume 1651 of Mortgages, page 314.

By Instrument dated February 5, 1954, received for record February 6, 1954 and recorded in Volume 1655 of Mortgages, page 150. Item 1 of the above Declaration of Restrictions was corrected to read that restrictions shall be effective "until 1st day of January, 1984."
CONSENT TO AND WAIVER OF ENTRAPMENT AND WAIVER OF VIOLATION OF
AND AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS CONSENT, WAIVER AND AMENDMENT, is made by those
parties listed on Exhibit "A", attached hereto and made a part
hereof, on behalf of themselves, their successors and assigns and
all subsequent owners of lots in REDINGTON WOODS, in Sylvania
Township, Lucas County, Ohio, hereinafter referred to as the
"Subdivision".

WHEREAS, those persons described in Exhibit "A" are
owners of all of the lots in the Subdivision as set forth on said
Exhibit "A", and;

WHEREAS, the plat of the Subdivision shows certain
building setback lines, as recorded in Volume 51 of Plats, pages
56 and 57 and;

WHEREAS, James E. Davis and Shelly A. Davis, husband
and wife, are owners of Lot 9 in the Subdivision and their
residence on Lot 9 encroaches over a building setback line, and;

WHEREAS, a Declaration of Restrictions was executed by
Corydon A. Brattain and Cora E. Brattain, husband and wife, on
the 31st day of December, 1953, and filed with the Office of the
Lucas County Recorder on the 31st day of December, 1953 at 4:23
o'clock p.m. and recorded in Volume 1651, Page 314 of the Lucas
County Record of Mortgages, said restrictions pertaining to lots
2 through 13, inclusive, in the Subdivision.

WHEREAS, said Declaration of Restriction sets forth
building setback lines at Items 7 and 9 of said Declarations and the residence on Lot Number 9 in said Subdivision are in violation of said setback lines as shown in Exhibit "B" attached hereto.

WHEREAS, said James E. Davis and Shelly A. Davis, husband and wife, wish to provide for and protect future owners of said Lot 9, and;

WHEREAS, the rest of the owners of lots in said Subdivision, for themselves, their successors and assigns, wish to consent to and waive any objections to 1) said building line setback encroachment set forth in the Plat and 2) violation of building line setback as set forth in said Declaration of Restrictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the persons listed on Exhibit "A", as owners of all lots in said Subdivision, on behalf of themselves, their heirs, executors, administrators, successors and assigns, and all subsequent owners of property in the Subdivision do hereby agree as follows:

1) Said parties hereby consent to the aforementioned encroachment of residence on said Lot 9 over the building setback line, as more particularly shown on the drawing attached hereto and marked as Exhibit "B";

2) There is hereby established a waiver of the building setback line to the extent of the aforementioned encroachment with regard to the building setback line set forth
in the said Declaration of Restrictions and the said Plat of the Subdivision, and:

3) Said parties hereby consent to the aforementioned violation of Items 7 and 9 of the Declaration of Restrictions by the residence on Lot 9, and hereby amends said Declaration of Restrictions accordingly, as is more particularly described on the drawing attached hereto as Exhibit "B";

4) The foregoing consent, waiver and amendment shall be irrevocable, shall run with the land, and shall inure to the benefit of all subsequent owners of said Lot 9.

IN WITNESS WHEREOF, this Consent, Waiver and Amendment is executed by those persons appearing on the attached Exhibit "A".

This Instrument Prepared By:
Craig F. Frederickson
Frederickson & Heintschel
608 Madison Avenue
Suite 1313
Toledo, Ohio 43604

Page 3
Witness her hand on this 14th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

[Signature]

Margaret S. Hauschild

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 14th day of August, 1991, by Margaret S. Hauschild, married, being owner of Lot 1.

[Signature]

Notary Public: State of Ohio

Dry Commission Office Aug. 5, 1991
Witness my hand on this 26 day of August, 1991.

Signed, acknowledged and delivered in the presence of:

THAD HAUSCHILD

KENNETH T WYSONG

DICK BLANCHONG

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 26 day of August, 1991, by THAD HAUSCHILD, husband of Margaret S. Hauschild, the owner of Lot 1.

PATRICIA A. PICHARD
Notary Public

Notary Public

91 1246A05
Witness on hand, on this 19th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

Gary R. Barricklow

P. Shire

Terrilee Barricklow

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 19th day of August, 1991, by Gary R. Barricklow and Terrilee Barricklow, husband and wife, being the owners of Lot 2.

Rogers F. Mckee
Notary Public - State of Ohio
My Commission Expires Aug. 8, 1993

91 1246a06
Witness my hand on this 19th day of August, 1991.

Signed, acknowledged and delivered in the presence of:  

Janet Smith

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 19th day of August, 1991, by Janet Smith, unmarried, being the owner of Lot 3.

Renee M. McCrory  
Notary Public - State of Ohio  
My Commission Expires Aug. 9, 1993

91 1246A07
Witness our hands on this ___ day of August, 1991.

Signed, acknowledged and delivered in the presence of:

[Signatures]

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this ___ day of August, 1991, by Sheldon W. Bradley and Leslie J. Sheldon, husband and wife, being the owners of Lot 4.

[Signature]
Notary Public

DAWN M. JEWELL, Notary Public
State of Ohio
My Commission expires 6/16/94.
Witness by hand on this 14th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

[Signature]
Dawn M. Picknell

[Signature]
Lila Redmond

[Signature]
Lila Combs

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 10th day of August, 1991, by Dawn M. Picknell, Married, being owner of Lot 5.

[Signature]
Rosemary P. McCoy
Notary Public - State of Ohio
My Commission Expires Aug. 9, 1993

91 1246A09
Witness ___ hand___ on this 26th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

Brian Picknell

Donna Diknell

Gladys A. Fischer

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and
Waiver of Violation of and Amendment to Declaration of
Restrictions was acknowledged before me this 26th day of August,
1991, by Brian Picknell, husband of Dawn M.
Picknell, the owner of Lot 5.

Gladys A. Fischer
Notary Public

GLADYS A. FISCHER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 22, 1995

91 1246A10
Witness and hand on this 19th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

[Signature]

Henry F. Weiss

[Signature]

Margaret R. Weiss

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 19th day of August, 1991, by Henry F. Weiss and Margaret R. Weiss, husband and wife, being the owners of Lot 6.

[Signature]

Mary P. Bele escal
Notary Public State of Ohio
My Commission Expires Aug. 9 1993

91 1246A11
Witness as hands on this 14th day of August, 1991.
Signed, acknowledged and delivered in the presence of:

James R. Bates

Lenore M. Bates

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 14th day of August, 1991, by James R. Bates and Lenore M. Bates, husband and wife, being the owners of Lot 7.

Notary Public - State of Ohio
Not commission expired 7/1993

91 1246A12
Witness my hand on this \( N \) day of August, 1991.

Signed, acknowledged and delivered
in the presence of:

\[
\text{Charlotte A. Miller}
\]

STATE OF OHIO. COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 19th day of August, 1991, by Charlotte A. Miller, unmarried, being the owner of Lot B.

\[
\text{91 1246801}
\]
Witness our hands, on this 14th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

James E. Davis

[Signature]

Shelly A. Davis

[Signature]

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 14th day of August, 1991, by James E. Davis and Shelley A. Davis, his husband and wife, being the owners of Lot 9.

[Signature]

Notary Public - State of Ohio

My Commission expires Aug. 9, 1993

91 1246B02
Witness my hand on this 19th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

[Signature]
Mary Jane Wallace

[Signature]
Ted Stone

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 19th day of August, 1991, by Mary Jane Wallace, unmarried, being the owner of

Lot 10.

[Signature]
Notary Public
Stated Ohio
My Commission Expires Aug. 9, 1993
Witness our hands on this 19th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

Norman W. Jennings

Gladys M. Jennings

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 19th day of August, 1991, by Norman W. Jennings and Gladys M. Jennings, husband and wife, being the owners of Lot 11.

Notary Public, 06-12-91
My commission expires Aug. 9, 1993
Witness our hands on this ___ day of August, 1991.

Signed, acknowledged and delivered in the presence of:

[Signature]
Bert E. Carroll

[Signature]
Ted R. Show

[Signature]
Ruth J. Carroll

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this ___ day of August, 1991, by Bert E. Carroll and Ruth J. Carroll, husband and wife, being the owners of Lot 12.

[Signature]
Notary Public
My Commission Expires Aug. 9, 1993

91 1246305
Witness by hand on this 16th day of August, 1991.

Signed, acknowledged and delivered in the presence of:

Michael T. Knurek

Kathleen A. Knurek

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 16th day of August, 1991, by Michael T. Knurek and Kathleen A. Knurek, husband and wife, being the owners of Lot 13.

Shirley F. McGrew
Notary Public - State of Ohio
My Commission Expires Aug. 6, 1993

91 1246B06
Witness hand on this 14th day of August, 1991.
Signed, acknowledged and delivered in the presence of:

Marcia A. Wagner

STATE OF OHIO, COUNTY OF LUCAS,

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 14th day of August, 1991, by Marcia A. Wagner, unmarried, being the owner of Lot 14.

Rosemary F. McLeod
Notary Public - State of Ohio
My Commission Expires Aug. 9, 1993

91 1246B07
Witness __ hand__ on this 21 day of August, 1991.

Signed, acknowledged and delivered in the presence of:

\[Signature\]
Jane A. Fertig

\[Signature\]
Jon B. Fertig

\[Signature\]
Angela N. Harvey

\[Signature\]
Angela A. Watson

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing Consent To and Waiver Of Encroachment and Waiver of Violation of and Amendment to Declaration of Restrictions was acknowledged before me this 21 day of August, 1991, by __ JANE A. FERTIG __.

\[Signature\]
AND __ JON B. FERTIG __, husband and wife, being the owners of Lot 14.

\[Signature\]
Robert A. Ellis
Notary Public - LA. CALIF.

\[Notary Seal\]

C 91 1246B08
<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Owner(s)</th>
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<tbody>
<tr>
<td>1</td>
<td>Margaret S. Hauschild</td>
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<td>2</td>
<td>Gary R. Barricklow and Terrilee Barricklow</td>
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<tr>
<td>3</td>
<td>Janet Smith</td>
</tr>
<tr>
<td>4</td>
<td>Bradley W. Sheldon and Leslie J. Sheldon</td>
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<tr>
<td>5</td>
<td>Dawn M. Picknell</td>
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<td>6</td>
<td>Henry P. Weiss and Margaret R. Weiss</td>
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<td>James R. Bates and Lenora M. Bates</td>
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<td>Norman W. Jennings and Gladys M. Jennings</td>
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<td>Bert E. Carroll and Ruth J. Carroll</td>
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<tr>
<td>13</td>
<td>Michael T. Knurek and Kathleen A. Knurek</td>
</tr>
<tr>
<td>14</td>
<td>Marcia A. Wagner</td>
</tr>
<tr>
<td>15</td>
<td>Jane A. Fertig and Jon B. Fertig</td>
</tr>
</tbody>
</table>
REPORT OF SURVEY FOR JAMES EUGENE & SHELLY ARLENE DAVIS

We hereby certify that we surveyed LOT 9 REDINGTON WOODS, SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO, according to information furnished to us. There are no encroachments, unless otherwise noted.