SEAGERT ESTATES

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Richard F. Seagert and Betty J.
Seagert, husband and wife, and Charles W. Foist and Janet M. Foist, husband
and wife, hereinafter collectively referred to as "Owners", being all of the
owners of the following realty situated in SILVANIA TOWNSHIP, LUCAS COUNTY,
OHIO, to-wit:

Lots numbers one (1) to fifteen (15)
inclusive in SEAGERT ESTATES, a Subdivision
in SILVANIA TOWNSHIP, LUCAS COUNTY, OHIO.

in order to establish a general plan for the development of said Subdivision,
to make the lots in said Subdivision more attractive for residential purposes
and to protect the Owners, their heirs and assigns, in the use and enjoyment
of the same, in consideration of the premises, of the enhancement of the value
thereof, and of the mutual covenants and agreements hereinafter set forth, said
Owners, for themselves, their heirs and assigns, agree, promise and covenant,
one with the other, from and after the date hereof and during the term herein-
after set forth and any extension thereof, to observe the following covenants,
restrictions and conditions which shall run with the land and be binding upon
all persons holding or having any interest in or to the above described realty
or any part or lot thereof, and that all of said realty and any part thereof
hereinafter conveyed by any of said Owners, their heirs or assigns, shall be
conveyed subject to the following covenants, restrictions and conditions:

1. No lots shall be used except for residential purposes for
the occupancy of a single family, and no structure shall be erected, altered,
placed, or permitted to remain on any one lot other than one single-family,
private residence purpose building with attached garage, hereinafter referred
to as "dwelling", fully complying with all of the requirements and restrictions
herein set forth.

2. No lot in said Subdivision shall be further subdivided into
smaller parcels nor shall be used or occupied except as one (1) parcel, and no
conveyance of less than a whole lot as the same is platted shall be valid.
3. No dwelling, or structure of any kind, exceeding a height of twenty-two (22) feet above street grade, or having less than fourteen hundred fifty (1,450) square feet of floor space exclusive of basements, attics, utility rooms, closets, cabinets, storage spaces, stairways, porches, and the excess over four hundred (400) square feet of garage space, or which has a completed cost of less than Seventeen Thousand Dollars ($17,000.00), exclusive of land and landscaping, as determined by the 1956 United States Department of Labor Cost Index, or whose plans and specifications have not been approved in writing by the Architectural Control Committee as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot in said Subdivision.

4. All dwellings erected in said Subdivision shall front on Larkhaven Drive or Sosqert Drive and one-half (1/2) of the exposed front surface of all dwellings, including attached garage, but excluding windows and doors in the computation of said one-half (1/2), shall be constructed of brick, brick veneer or natural stone.

5. The garage attached to any dwelling shall have a minimum of three hundred (300) square feet, and such garage shall be used for the sole private use of the occupants of the dwelling to which the same is attached. No garage having a capacity in excess of three (3) passenger automobiles shall be erected. The entrance for any garage having three-automobile capacity shall not face the front or street. Said garage shall conform, in all other respects, to all applicable reservations, restrictions, requirements and limitations.

6. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be maintained, used or occupied as a residence, temporarily or permanently, on any lot in said Subdivision, and no building erected thereon shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

7. Other than household pets owned by the occupants and consisting of dogs, cats and birds maintained and kept within the dwelling, the maintenance or harboring of any other bird, fowl, or animal on any lot is expressly prohibited and no owner nor occupant of any part of said premises shall erect, construct, maintain or suffer to be present upon said premises any kennels, stables, pigeon lifts, or other facilities for the housing of animals or fowl, and no occupant shall permit any animal to run at large nor to become an annoyance or nuisance in the neighborhood.
8. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor shall the same be used for a boarding house, rooming house, public or private hospital or for any infirmary purpose, nor shall the owner or occupant thereof establish, use, or maintain any office on any lot, whether within the dwelling or otherwise, for the purpose of practicing any profession without first securing the written permission of all of the owners of lots in said SEAGERT ESTATES, nor shall sod, top soil, dirt or gravel be removed from any lot without the prior written permission of the Architectural Control Committee.

9. No dwelling, fence, hedge, wall, walk, driveway, or other enclosure or structure, grading or planting or any addition thereto or alteration thereof shall be erected, constructed, reconstructed, placed or suffered to remain upon any lot in said Subdivision unless or until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of the same or of the work to be done, the grading plan of the lot including the grading elevations of said dwelling, and the plot plan showing the proposed location of said dwelling on the lot and of the proposed work to be done shall have been submitted to and approved in writing by the Architectural Control Committee as to quality, workmanship, materials, conformity to these restrictions and general harmony with the then development of said Subdivision, and a copy thereof as finally approved, has been lodged permanently with the Architectural Control Committee. Such Committee shall have the right to refuse to approve any such plans, specifications, etc., which, in its sole opinion, are not deemed suitable or desirable for aesthetic reasons, or any other reason, or which, in its sole opinion, do not conform to these restrictions.

In so passing upon such plans, specifications and grading plans, the Committee shall consider the suitability of the proposed dwelling or other structure and the materials of which same is to be built, the site upon which the same is proposed to be erected, the harmony thereof with the surroundings and the effect of such dwelling or structure, as planned, upon adjacent and neighboring properties. No dwelling, fence, hedge, wall, walk, or other structure, grading or planting, shall be erected, constructed, reconstructed, placed, or suffered to remain on any lot in said Subdivision, added to, changed,
or altered, otherwise than strictly in accordance with the plans and specifications so approved in writing by and on file with said Committees.

10. The Architectural Control Committee shall be composed of three (3) members, namely, Richard F. Seagert, Betty J. Seagert and Vernon E. Rohrbacker. Any action or consent required or permitted to be taken or given by said Committee may be taken or given on the approval of a majority of the members of said Committee. A majority of said Committee may designate a representative to act for it. Any or all members of said Committee may be removed from said Committee at any time upon written notice signed by the owners of two-thirds of said lots. In case of death or resignation of any member of said Committee, or in the event of his incompetency or inability to serve, then, and in either event, the remaining member, or members, shall appoint a successor. In the event of the removal of any member of said Committees by the lot owners as herein provided and in the event the remaining member, or members, shall fail to fill any vacancy as herein provided, the owners of said lots shall designate a successor by an instrument signed by the owners of a majority of said lots, but such new committee member, or members, shall not act until there shall have been filed with the Recorder of Lucas County, Ohio, an instrument in writing proving their election by the owners of a majority of said lots. No member of said Committee shall be entitled to compensation for services rendered in connection with this paragraph.

11. The Committee's approval, or disapproval, as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve, or disapprove, within thirty (30) days after plans and specifications have been submitted to it, by delivery of such plans and specifications to the member of such Committee designated by the Committee to receive the same, approval will be deemed to have been given.

12. No dwelling or any part thereof, nor any addition thereto or alteration thereof, shall be erected, constructed, reconstructed, placed or suffered to remain upon any part of any lot in said Subdivision closer to any street than is specified by the set back lines shown upon the Plat of said Subdivision, as recorded, except that steps, uncovered porches and terraces, no part of which are more than three (3) feet above the level of the first floor of the dwelling, may be built and maintained on such restricted area if approved by the Architectural Control Committee.
13. No portion of any lot in said Subdivision nearer to the street than the setback lines or closer to the platted side lines of said lot than ten per cent (10%) of the total front footage of said lot shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed to prevent the use of such of the aforesaid portion, or portions, of any lot for the walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, for statuary, fountain or similar ornamentations all for the purpose of beautifying said lots, provided that the location and plans for such ornamentation and landscaping have been approved by the Architectural Control Committee.

14. Free and open spaces shall be left in every lot in said Subdivision on both sides of every dwelling erected thereon, said free and open space shall extend the full depth of the lot and shall be in addition to and independent of any free and open space pertaining to or required for any other dwelling on any other lot. No part of any dwelling, except as herein provided, shall encroach upon such free space unless allowed and approved by the Architectural Control Committee.

15. No lot in said Subdivision shall be used for any purpose not permitted by the zoning regulations of Sylvania Township, Lucas County, Ohio, or any governmental subdivision having jurisdiction over the above described reality as the same may be amended from time to time, and no nuisance of any character including the growth of weeds and underbrush, which, for the purpose of these restrictions, shall be conclusively deemed a nuisance, shall be permitted upon any of said lots.

16. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the Recorded Plat of said Subdivision.

17. The provisions herein contained shall run with and bind the land and shall be binding upon all parties and all persons claiming under the Owners, and shall inure to the benefit of and be enforceable by the Owners or the owner of any lot in said Subdivision, their respective legal representatives, heirs, successors and assigns, to and including December 31, 1989, after which date, the covenants and restrictions herein set forth shall be automatically extended for successive periods of ten (10) years each unless an instrument
signed by a majority of the then owners of the lots in said Subdivision has been recorded agreeing to change, alter, modify, or nullify said restrictions or covenants, in whole or in part, in which event such covenants and restrictions, as thus amended, shall be automatically extended for the period or periods as specified in said instrument.

18. The failure, by Owners or by any lot owner, however long continued, to object to any violation or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the said breach or as to a breach occurring prior or subsequent thereto. Enforcement of these covenants shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain such violation or to recover damages therefor. Any action for such enforcement may be brought by the Owners, by any lot owner, or by any member of the Architectural Control Committee. In any such action, the person or persons bringing the same shall be entitled to be paid for and may recover from the owner of the land on which such violation is threatened, or has occurred, all of his costs and expenses including attorneys' fees incurred or expended as a result of such violation or threatened violation and the enforcement of these covenants and restrictions.

19. All of these covenants, restrictions and agreements shall be construed together; provided, however, that if any one or more of them or any part of them shall be declared invalid or unenforceable the remainder shall not be affected thereby but shall remain in full force and effect.

20. No covenants, provisions, conditions, restrictions or recitals in any subsequent deed or deeds for any lot or lots in said Subdivision shall have the effect of enlarging or diminishing or in any way affecting or diminishing the scope, enforceability or effect of these restrictions except that the right is hereby expressly reserved to annul, waive, change, enlarge or modify any of the covenants, restrictions, conditions and agreements therein contained by recorded instrument signed, acknowledged and executed in the manner in which deeds are required to be executed, by the owners of not less than two-thirds of the lots in said Subdivision.
IN WITNESS WHEREOF, the said Richard F. Seagert and Betty J. Seagert, husband and wife, and Charles W. Foist and Janet M. Foist, husband and wife, have caused these presents to be executed this 28th day of March, 1959.

Signed: Richard F. Seagert,
Betty J. Seagert,
Charles W. Foist,
Janet M. Foist.

Two witnesses.

Acknowledged March 28, 1959 before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 2, 1959 at 9:33 A.M., and recorded in Volume 1931 of Mortgages, page 387.