SHADYLANE
EXTENSION NO. 2

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PROTECTIVE COVENANTS FOR SHADYLANE EXTENSION NO. 2.

A Subdivision in Sylvania Township, Lucas County, Ohio, an extension of the original Shadylane Subdivision and Shadylane Extension, which it adjoins.

PART A. PREAMBLE.

The purpose of these covenants is to guarantee to present and future owners, their heirs and assigns, of the realty described below, that all dwellings built in this subdivision, maintain the character, attractiveness and value of each individual lot, and of the whole property; and further that there shall be a general plan of uniform restrictions known to each owner for the improvement of the subdivision designed to make the tract more attractive for residential purposes.

As of this date, April 11th, 1953, the sole owners of SHADYLANE EXTENSION NO. 2 are Colonel G. Bergmann and Lillian J. Bergmann, husband and wife, both residing at 1816 Appledore Place, Toledo, Ohio and SHADYLANE EXTENSION NO. 2 Subdivision comprises that part of the west 1/2 of the southwest 1/4 of Section 3, Town 9 South, Range 6 East, in the Village of Sylvania, Lucas County, Ohio, bounded and described as follows: Beginning at a point on the west line of said Section 3 that is 574.4 ft. southerly of the west quarter corner of said Section 3; thence easterly, a distance of 178.43 ft. to the northwest corner of "Shadylane Extension"; thence southerly along the west line of Shadylane Extension, a distance of 314.39 ft. to the southwest corner of Shadylane Extension; thence westerly along the southerly line of Shadylane Extension extended, a distance of 184.61 ft. to a point on the east line of Parker's Addition; thence northerly along the east line of Parker's Addition; a distance of 88.72 ft. to the northeast corner of Parker's Addition; thence westerly along the north line of
Parker’s Addition, a distance of 4.95 ft. to a point on the west line of said Section 3; thence northerly along the west line of said Section 3, a distance of 223.87 ft. to the point of beginning.

PART B. AREA OF APPLICATION.

B-1. FULLY PROTECTED RESIDENTIAL AREA.

The residential area covenants in Part C in their entirety shall apply to all lots in the Subdivision.

PART C. RESIDENTIAL AREA COVENANTS.

C-1 LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and private garage for not more than two cars.

C-2 ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street, than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D. No fence shall exceed 3½ feet in height.

C-3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a final cost value of less than $12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor
area of the main structure, exclusive of one-story open porches and
garages, shall be not less than 768 square feet for a one-story
dwelling, nor less than 528 square feet for a dwelling of more than one
story.

C-4. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot
line or nearer to the side street line than the minimum building set-
back lines shown on the recorded plat. In any event no building shall
be located on any lot nearer than 30 feet to the front lot line, or
nearer than 30 feet to any side street line. No building shall be
located nearer than 10 feet to an interior lot line, except that no
side yard shall be required for a garage or other permitted accessory
building located 70 feet or more from the minimum building setback line.

For the purpose of this covenant, eaves, steps, and open porches shall
not be considered as a part of a building, provided, however, that
this shall not be construed to permit any portion of a building, on
a lot to encroach upon another lot.

C-5 LOT AREA AND WIDTH.

No lot shall be resubdivided into, nor shall any dwelling
be erected or placed on, any lot having a width of less than the area
as shown on the recorded plat.

C-6. EASEMENTS.

Easement for installation and maintenance of utilities and
drainage facilities are reserved as shown on the recorded plat and
over the rear five feet of each lot.

C-7. NUISANCES.

No noxious or offensive activity shall be carried on upon any
lot, nor shall anything be done thereupon which may be or may become
an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement,
tent, shack, garage, barn or other building shall be used on any
lot at any time as a residence either temporarily or permanently.

C-9. VILLAGE ZONING RESTRICTIONS.

In addition to the foregoing covenants, SHADYLANE EXTENSION,
No. 2, is further protected by the full Zoning Restrictions and require-
ments of the Village of Sylvania with which these covenants agree.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP.

The architectural control committee is composed of Colonel C. Bergmann and Lillias J. Bergmann, both of 1816 Appledore Place, Toledo, Ohio, and Earl T. Walley of 4035 Talwood Lane, Toledo, Ohio.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE.

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 30 days after plans and specifications have been submitted, to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

E-1. TERM.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any
covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In consideration of the premises and the enhancement in value of said SHADYLANE EXTENSION NO. 2, Colonel C. Bergmann and Lillies J. Bergmann, husband and wife, do hereby declare and establish the foregoing covenants and restrictions, and execute the same at Toledo, Ohio, this 11th day of April, 1953.

Signed: Colonel C. Bergmann,

Lillies J. Bergmann.

Acknowledged April 11, 1953 in Lucas County, Ohio, before a Notary Public, State of Ohio (Seal).

Received for record April 25, 1953 at 11:10 A.M., and recorded in Volume 1615 of Mortgages, page 60.