SHADYLANE

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PROTECTIVE COVENANTS FOR "SHADYLANE"

A Subdivision in Sylvania Township, Lucas County, Ohio.

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, hereinafter known as SHADYLANE shall be of a quality and size to 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, March 21st 1950, the sole owners of SHADYLANE are Colonel C. Bergmann and Lillian J. Bergmann, husband and wife, both residing at 1816 Appledore Place, Toledo, Ohio, and SHADYLANE 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:

Commencing at a point on the west line of said Section 3, that is 574.4 feet southerly of the west quarter corner of said Section 3; thence easterly along a line forming an angle with the said west line of Section 3 of ninety-two (92) degrees, two (02) minutes measured from south to east, a distance of 520.56 feet to the point of beginning; thence continuing easterly along the last described line, a distance of 331.65 feet to a point on the center line of Summit Street, that is 567.6 feet southerly of the east and west center line of said Section 3; thence southwesterly along said center line of Summit Street, a distance of 307.48 feet; thence westerly along a line drawn parallel to and 1749.45 feet northerly of,
measured at right angles, the south line of said Section 3, a distance of 289.68 feet to a point, which is 524.65 feet easterly of the intersection of the last described line with the east line of "Parker's Addition"; thence northerly along a line which forms an angle of eighty-nine (89) degrees, five (05) minutes with the last described line, measured from east to north a distance of 123.95 feet; thence easterly along a line drawn at right angles to the last described line, a distance of 2.13 feet; thence northerly along a line drawn at right angles to the last described line, a distance of 185.0 feet 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 a 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 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 3 1/2 feet in height.
C-3. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than $10,000.00 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 a quality 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 setback 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

Easements 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 thereon 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 is further protected by the full Zoning Restrictions and requirements 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. Welley of 4035 Inwood 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 members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative 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, Colonel C. Bergmann and Lillias J. Bergmann, husband and wife and Mary E. Dancer, mortgagee, do hereby declare and establish the foregoing covenants and restrictions and execute the same at Toledo, Ohio, this 21st day of March, 1950.

Signed by Colonel C. Bergmann, Lillias J. Bergmann, and Mary E. Dancer.

Two witnesses.

Acknowledged March 21, 1950 before a Notary Public, Lucas County, Ohio. (Seal.)

Received for record April 24, 1950 and recorded in Volume 1463 of Mortgages, page 263.