SHERWOOD ESTATES

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SHERWOOD ESTATES
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, THAT ADS SUPPLY COMPANY AND
JOHN K. VINSON, the present owners of each and every of the lots
known as #1 to #13 inclusive in the Subdivision in Sylvania Township,
Lucas County, Ohio, known as Sherwood Estates, the plat of which is
recorded in Volume 60, page 50 of the Record of Plats, Lucas County,
Ohio, for the benefit and protection of itself and of each of the
future owners of each of the lots in said Addition, and in order that
there may be established a general plan of restrictions covering the
use and occupancy of each of said lots, does hereby declare that each
and every of said lots hereinafter sold; conveyed, or transferred by
Ads Supply Company or John K. Vinson including transfers by operation
of law, shall be deemed to be sold, conveyed and/or transferred subject
to the following covenants, conditions, agreements and restrictions,
to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except
for residential purposes and only one single residence may be erected
on each lot. No building shall be erected, altered, placed or permitted
to remain on any lot other than (a) one single family dwelling house
of not to exceed two stories and not more than 24 feet to its highest
ridge height and not less than 12 feet to its lowest ridge height,
both measurements to be taken from the first floor level; and (b) such
other accessory buildings as may be permitted by the architectural
control committee. All garages must be attached to dwelling house.
The main roof of all buildings shall be of the Gable or the Hip type.
No dwelling shall be erected with a frontage of less than 70 feet overall which may include a one or two-car garage.

2. ARCHITECTURAL CONTROL. No building, swimming pool, fence, hedge, wall, walk, or other structure, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications prepared by a competent architect, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by The Architectural Control Committee and finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all oil or gas tanks must be buried below ground level.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer to the street on lot 913 than 30 feet, on lot 912 nearer than 40 feet and 50 feet for the balance of the lots. No building shall be
located nearer than 15 feet to an interior lot line, except that no side yard exceeding 3 feet shall be required for a permitted accessory building located within 25 feet of rear lot line. No detached accessory building shall be located nearer than 5 feet to the rear lot line.

4. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

5. **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.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanently.

7. **ARCHITECTURAL CONTROL COMMITTEE.**

A. **MEMBERSHIP.** The Architectural Control Committee shall be composed of: David R. Spitznagle and John K. Winson or their designated representative until such time as David R. Spitznagle and John K. Winson has conveyed to others 90% of the lots in said Addition after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a majority of said lots. 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 in the absence of action by the lot owners. Neither the members of the committee, nor its designated representative, shall be
entitled to any compensation for service performed pursuant to this covenant. At any time after David R. Spitznagle and John K. Vinson has conveyed to others 90% of the lots in said Addition, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B. 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 60 days after plans and specifications have been submitted to it, then the same shall be deemed approved.

8. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 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.

9. 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.

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

11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign for Doctors of Medicine of not
more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or sign used by a builder or broker to advertise the property during the construction and original sales period.

12. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of Lucas County. Approval of such system as installed shall be obtained from such authority. All water systems to be located at rear of residence.

15. SWIMMING POOLS: All swimming pools deeper than 30" shall be fenced with a fence of 4' minimum height and shall be kept locked when not in use.

16. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot within the triangular area formed by the street property line and driveway line and a line connecting them at points 10 feet
from the intersection of the street lines. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. DRIVEWAY. All driveways are to be hard surfaced with either concrete or asphalt from the road paving to the garage.

18. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such system as installed shall be obtained from such authority. All septic tanks and leaching fields shall be located at the front of each residence.

19. No trailer or truck of any type shall be parked, kept or stored on any lot in said Subdivision, unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the Architectural Control Committee. However, boats on or off trailers, may be stored outside of a building if stored to the rear of the dwelling.

20. No dwelling on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

21. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards on portable laundry dryers. No laundry shall be hung for drying on Sundays or other legal holidays.

22. RIGHT TO MODIFY. David R. Spitzenagle and John K. Vinson may, with the consent of 3/4 of the owners of record of said lots, annul,
waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Addition.

IN WITNESS WHEREOF, ADS SUPPLY COMPANY by its officers, and JOHN K. VINSON, have caused this Declaration to be signed on this 20th day of September, 1963.

Signed by Ads Supply Company, by David R. Spitznaugle, President, Ida M. Spitznaugle, Secretary and John K. Vinson.

Received for record September 20, 1963 and recorded in Volume 2091 of Mortgages, page 158.