SHERWOOD FOREST EXT.

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DECLARATION OF RESTRICTIONS
FOR
SHERWOOD FOREST EXTENSION
IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, That Valley Park, Inc., an Ohio corporation, and the present owner of each and every of the lots known as #1 to #11 inclusive in the subdivision in Sylvania Township, Lucas County, Ohio known as Sherwood Forest Extension, the plat of which is recorded in Volume 58, Page 5 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 it, Valley Park, Inc., including transfer 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 residence building may be erected on each lot. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one multi-family residence building providing for from two to four families and not to exceed two stories and not more than twenty-two feet (22') to its highest ridge height, and not less than twelve feet (12') to its lowest ridge height, both measurements to be taken from the first floor level; (b) one private one to six car garage (which may be attached to the residence building if desired); and (c) such other
accessory buildings as may be permitted by the architectural control committee. The main roof of all buildings shall be of the gable type. No residence building shall be erected with a frontage of less than seventy feet (70') overall except lots five (5), six (6), and seven (7) which may be less because of confirmation of the lots.

2. ARCHITECTURAL CONTROL. No building, 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 shall have the right to take into consideration the suitability of the proposed building or other structures and of the material 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 tanks must be buried below ground level.
3. 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 fifty feet (50') to the front lot line or nearer than forty feet (40') to any side street line. No building shall be located nearer than fifteen feet (15') to an interior lot line, except that no side yard exceeding two feet (2') shall be required for a detached garage or other permitted accessory building located one hundred feet (100') or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than five feet (5') 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 five feet (5') 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 temporarily or permanently.

7. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee shall be composed of the President and Secretary of Valley Park, Inc.

All of the rights, powers, easements, estates, liens and charges given to the Corporation hereby may, if the Corporation
should so desire, be assigned and transferred by it to a corporation or association that will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions hereof; and if at any time the owners of 90% of the lots in Sherwood Forest Extension shall cause to be incorporated, under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws any and all owners of lots in Sherwood Forest Extension may become members, and whose membership is limited to such lot owners only, and which by its regulations and by-laws shall afford to all said owners a voice in management and control of its affairs, according to the number of lots owned by each; the Corporation may, but is not required, convey to such corporation the rights, powers, titles, easements, estates, liens and charges aforesaid.

Any such assignment or transfer shall be made by proper instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Corporation to the same extent as though it was named in the place and stead of the Corporation in this instrument; and the Corporation shall thereupon be released from all obligations and duties hereunder, except as to any lots still owned or held by it as to which lots its rights and liabilities shall be the same as though it had purchased them subject to the restrictions herein
contained.

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 thirty days (30) 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 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.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a building 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 purpose.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground 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. 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 rear of each residence building.

15. SIGHT DISTANCE AT INTERSECTIONS. 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 corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

16. No trailer or boat 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.

17. No residence building 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.

Signed this 12 day of August, 1959.

VALLEY PARK, INC.

By: Howard F. Crosby, President

By: May K. Mara, Secretary

Two witnesses.

Acknowledged August 12, 1959 by said Company, by said Officers and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Received for record August 14, 1959 and recorded in Volume 1940 of Mortgages, page 673.
AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR SHERWOOD FOREST EXTENSION, IN SYLVANIA
TOWNSHIP, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Valley Park, Inc., an Ohio corporation, at a
time when it was the owner of all the lots in Sherwood Forest
Extention, a Subdivision in Sylvania Township, Lucas County,
Ohio and for the benefit and protection of itself and each of
the future owners of said lots in said Sherwood Forest
Extention, did execute and file with the Recorder of Lucas
County, Ohio, a written Declaration of Restrictions, restricting
and governing the use of said lots as therein set forth, which
Declaration has been recorded in Volume 1940 at Page 673 of
the Records of Mortgages of said Lucas County, Ohio (said
company also caused said premises to be platted and caused
the plat therefor to be recorded in Volume 56 at Page 5 of
the Records of Plats of Lucas County, Ohio), and

WHEREAS, the said Valley Park, Inc., Sherwood Forest
Manor, Inc., and Henry T. Ritter the owners of all the lots
and all the parties presently having any interest in said
Sherwood Forest Extension, are of the opinion that it will be
for their mutual benefit as well as the benefit of all future
owners of each of the lots in the said Sherwood Forest
Extension, that paragraphs 1 and 14 of said Declaration of
Restrictions be amended as set forth below.

NOW THEREFORE, in consideration of the benefits
accruing to each of the signers of this amendment and for other
good and valuable considerations, the receipt of which is
hereby acknowledged, the undersigned, being the companies
and/or individuals, who are now the owners of all the lots and
the company that originally platted said Sherwood Forest
Extension and executed and filed for record said Declaration
of Restrictions recorded in Volume 1940 at Page 673 of the
Mortgage Records of Lucas County, Ohio, for themselves, their
heirs, executors, administrators, successors and assigns do
hereby amend said Declaration of Restrictions as follows:

1. Paragraph Number 1 of said Declaration of
Restrictions recorded in Volume 1940 at Page 673 of the
Lucas County, Ohio, Mortgage Records is hereby amended so that,
as amended, it shall, as of the execution of this instrument
provide as follows:

LAND USE AND BUILDING TYPE. No lot shall be used
except for residential purposes and only one residence
building may be erected on each lot. No building shall be
erected, altered, placed or permitted to remain on any lot
other than (a) one multi-family residence building providing
for from two to four families and not to exceed two stories
and not more than twenty-five feet (25') to its highest ridge
height, and not less than twelve feet (12') to its lowest
ridge height, both measurements to be taken from the first
floor level; (b) one private one to six car garage (which
may be attached to the residence building if desired); and
(c) such other accessory buildings as may be permitted by the architectural control committee. The main roof of all buildings shall be of the cottage type. No residence building shall be erected with a frontage of less than seventy feet (70') overall except lots five (5), six (6) and seven (7) which may be less because of confirmation of the lots.

2. Paragraph Number 14 of said Declaration of Restrictions recorded in Volume 1940 at Page 673 of the Lucas County, Ohio, Mortgage Records is hereby amended so that, as amended, it shall, as of the execution of this instrument, provide as follows:

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 the other provisions and restrictions contained in said Declaration of Restrictions recorded in Volume 1940 at Page 673 of the Mortgage Records of Lucas County, Ohio, other than said paragraphs 1 and 14, are hereby ratified and confirmed in their entirety.

IN WITNESS WHEREOF, Valley Park, Inc., by Howard F. Crosby, its President and May K. Mara, its Secretary, thereunto duly authorized, has thereunto set its hand; Sherwood Forest Manor, Inc., by Henry T. Ritter, its President, and Stephen Meyer, its Secretary, thereunto duly authorized, has thereunto set its hand; and Henry T. Ritter as an individual has thereunto set his hand this 28th day of February, 1961.

VALLEY PARK, INC.
By: Howard F. Crosby, President
By: May K. Mara, Secretary

SHERWOOD FOREST MANOR, INC.
By: Henry T. Ritter, President
By: Stephen J. Meyer, Secretary

Henry T. Ritter
Eddie G. Ritter

Two witnesses.

Acknowledged February 28, 1961 by Valley Park, Inc., by Howard F. Crosby, President and May K. Mara, Secretary and by authority of its Board of Directors in Lucas County, Ohio, before a Notary Public, State of Ohio, (seal).


Acknowledge February 28, 1961 by Eddie G. Ritter, in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record March 16, 1961 and recorded in Volume 2003 of Mortgages, page 274.

By agreement dated October 20, 1967, filed for record October 20, 1967 at 3:18 P.M. and recorded in Volume 2227 of Mortgages, page 591, Valley Park, Inc., sold, assigned, transferred and set over all its rights, powers, duties and obligations reserved in the Adoption of the Plat of Sherwood Forest Extension and in the Declaration of Restrictions recorded in Volume 1940 of Mortgages, page 673 and Amendment thereto recorded in Volume 2003 of Mortgages, page 274, both of the Lucas County, Ohio, Mortgage Records, to The Sherwood Forest Extension Association and The Sherwood Forest Extension Association assumed all such rights, powers, duties and obligations and agreed to carry out and perform the same according to the terms, covenants and conditions of said Declaration of Restrictions, as amended.
AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR SHERWOOD FOREST EXTENSION,
A SUBDIVISION IN
SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, on August 12, 1959, Valley Park, Inc., an Ohio corporation, executed a certain Declaration of Restrictions for Sherwood Forest Extension, a Subdivision in Sylvania Township, Lucas County, Ohio, at a time when said Valley Park, Inc. was the sole owner of all the lots in said Subdivision, said Declaration of Restrictions being recorded in Volume 1940 at Page 673 of the Records of Mortgages of Lucas County, Ohio; and

WHEREAS, Sherwood Forest Manor, Inc., an Ohio corporation and K-R Apartments, Inc., an Ohio corporation, are now the owners of all the lots in said Subdivision and desire to amend the aforesaid Declaration of Restrictions,

NOW, THEREFORE, in consideration of the benefits to accrue to the parties hereto and for other good and valuable considerations, the undersigned hereby amend Paragraph 7 of said Declaration of Restrictions so that the same shall read as follows:

7. ARCHITECTURAL CONTROL COMMITTEE.

(a) Membership. The Architectural Control Committee shall be composed of Henry T. Ritter, Howard P. Crosby and H. E. MacKinnon and their successors, chosen as hereinafter set forth. Members of the Architectural Control Committee shall serve until their resignation or removal. Vacancies caused by resignation of a member may be filled by the remaining members of the Committee. Any member may be removed by the vote or written consent of the persons or corporations owning, in the aggregate, seventy-five per cent (75%) or more of the lots in said Subdivision. Vacancies created by removal of a member shall be filled by similar vote of the owners of seventy-five per cent (75%) or more of the lots in said Subdivision.

(b) Procedure. The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove plans submitted to it within thirty (30) days, the plans and specifications shall be deemed approved.

All of the other provisions, covenants and restrictions contained in said Declaration of Restrictions are hereby ratified and confirmed.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Declaration of Restrictions this 14th day of October, 1962.

(Signed)

SHERWOOD FOREST MANOR, INC.

By: Henry T. Ritter, President

and Stephen J. Meyer, Secretary

K-R APARTMENTS, INC.

By: Henry T. Ritter, President

and C. Clair Knox, Secretary

Two witnesses.


Received for record October 23, 1962 and recorded in Volume 2059 of Mortgages, page 631.
WAIVER AND AGREEMENT

This Agreement, made and concluded this 5th day of April, 1968, by and between THE SHERWOOD FOREST EXTENSION ASSOCIATION, an Ohio corporation not for profit, CAVALIER DEVELOPMENT COMPANY, an Ohio corporation, K-R APARTMENTS, INC., an Ohio corporation, and LESTER F. BARSHEL and ETHEL L. BARSHEL, husband and wife,

WITNESSETH:

WHEREAS, the Plat of Sherwood Forest Extension, a Subdivision in Sylvania Township, Lucas County, Ohio, was heretofore filed for record by Valley Park, Inc. and is recorded in Volume 58 of the Lucas County Records of Plats, at page 5, and

WHEREAS, a certain Declaration of Restrictions applicable to said Sherwood Forest Extension was adopted by Valley Park, Inc. by instrument recorded in Volume 1940 of the Lucas County Mortgage Records at page 673; and

WHEREAS, such Declaration of Restrictions was amended by an amendment recorded in Volume 2003 of the Lucas County Mortgage Records, at page 274, and

WHEREAS, all of the rights, powers, duties and obligations under said Plat of Sherwood Forest Extension and under said Declarations of Restrictions, as amended, were assigned by Valley Park, Inc. to The Sherwood Forest Extension Association by instrument recorded in Volume 2227 of the Lucas County Mortgage Records, at page 501, and

WHEREAS, certain building lines are set forth and drawn on said Plat of Sherwood Forest Extension and are adopted by said Declaration of Restrictions, as amended, and

WHEREAS, Cavaler Development Company, K-R Apartments, Inc. and Lester F. Barshel and Ethel L. Barshel are all of the owners of property in said Sherwood Forest Extension, and

WHEREAS, it now appears to all the owners of property in said Sherwood Forest Extension that the appearance of said plat and
the subdivision which it represents would be substantially improved if the present building line for Lots Nos. 8 and 9 of said Sherwood Forest Extension, which runs parallel with King Richards Court and fifty (50) feet easterly thereof, was vacated and a new building line was established for said Lots Nos. 8 and 9 in place of the one vacated.

NOW, THEREFORE, in consideration of the benefits accruing to each of the parties to this Waiver and Agreement and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The parties do hereby waive all rights they may now have or hereafter have in the said building line of said Lots Nos. 8 and 9 running parallel with King Richards Court and fifty (50) feet Easterly therefrom, as the same is now established by the recorded Plat of said Sherwood Forest Extension and said Declaration of Restrictions, as amended, and consent to the abandonment and cancellation of the same.

2. The parties hereto do agree that a new building line for said Lots Nos. 8 and 9 in Sherwood Forest Extension shall be and the same is hereby established running parallel with King Richards Court and forty (40) feet easterly therefrom.

IN WITNESS WHEREOF, The Sherwood Forest Extension Association, Cavalier Development Company, K-R Apartments, Inc., and Lester F. Barshel and Ethel L. Barshel have executed this Waiver and Agreement this 8th day of April, 1968.

Two Witnesses as to each signature. Signed and acknowledged April 5 and 8, 1968 before a Notary Public, Lucas County, Ohio, (Seal).

WAIVER AND AGREEMENT

This Agreement, made and concluded this 5th day of April, 1968, by and between THE SHERWOOD FOREST EXTENSION ASSOCIATION, an Ohio corporation not for profit, CAVALEAR DEVELOPMENT COMPANY, an Ohio corporation, K-R APARTMENTS, INC., an Ohio corporation, and LESTER F. BARSHEL and ETHEL L. BARSHEL, husband and wife,

WITNESSETH:

WHEREAS, the Plat of Sherwood Forest Extension, a Subdivision in Sylvania Township, Lucas County, Ohio, was heretofore filed for record by Valley Park, Inc. and is recorded in Volume 58 of the Lucas County Records of Plats, at page 5, and

WHEREAS, a certain Declaration of Restrictions applicable to said Sherwood Forest Extension was adopted by Valley Park, Inc. by instrument recorded in Volume 1940 of the Lucas County Mortgage Records at page 673; and

WHEREAS, such Declaration of Restrictions was amended by an amendment recorded in Volume 2003 of the Lucas County Mortgage Records, at page 274, and

WHEREAS, all of the rights, powers, duties and obligations under said Plat of Sherwood Forest Extension and under said Declarations of Restrictions, as amended, were assigned by Valley Park, Inc. to The Sherwood Forest Extension Association by instrument recorded in Volume 2227 of the Lucas County Mortgage Records, at page 591, and

WHEREAS, certain building lines are set forth and drawn on said Plat of Sherwood Forest Extension and are adopted by said Declaration of Restrictions, as amended, and

WHEREAS, Cavalear Development Company, K-R Apartments, Inc. and Lester F. Barshel and Ethel L. Barshel are all of the owners of property in said Sherwood Forest Extension, and

WHEREAS, it now appears to all the owners of property in said Sherwood Forest Extension that the appearance of said plat and
the subdivision which it represents would be substantially improved if the present building line for Lots Nos. 8 and 9 of said Sherwood Forest Extension, which runs parallel with King Richards Court and fifty (50) feet easterly thereof, was vacated and a new building line was established for said Lots Nos. 8 and 9 in place of the one vacated.

NOW, THEREFORE, in consideration of the benefits accruing to each of the parties to this Waiver and Agreement and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The parties do hereby waive all rights they may now have or hereafter have in the said building line of said Lots Nos. 8 and 9 running parallel with King Richards Court and fifty (50) feet Easterly therefrom, as the same is now established by the recorded Plat of said Sherwood Forest Extension and said Declaration of Restrictions, as amended, and consent to the abandonment and cancellation of the same.

2. The parties hereto do agree that a new building line for said Lots Nos. 8 and 9 in Sherwood Forest Extension shall be and the same is hereby established running parallel with King Richards Court and forty (40) feet easterly therefrom.

IN WITNESS WHEREOF, The Sherwood Forest Extension Association, Cavalear Development Company, K-R Apartments, Inc., and Lester F. Barshel and Ethel L. Barshel have executed this Waiver and Agreement this 8th day of April, 1968.

Two Witnesses as to each signature. Signed and acknowledged April 5 and 8, 1968 before a Notary Public, Lucas County, Ohio, (Seal).

WAIVER AND AGREEMENT

This Agreement, made and concluded this 5th day of April, 1968, by and between THE SHERWOOD FOREST EXTENSION ASSOCIATION, an Ohio corporation not for profit, CAVALEAR DEVELOPMENT COMPANY, an Ohio corporation, K-R APARTMENTS, INC., an Ohio corporation, and LESTER F. BARSHEL and ETHEL L. BARSHEL, husband and wife,

WITNESSETH:

WHEREAS, the Plat of Sherwood Forest Extension, a Subdivision in Sylvania Township, Lucas County, Ohio, was heretofore filed for record by Valley Park, Inc. and is recorded in Volume S8 of the Lucas County Records of Plats, at page 5, and

WHEREAS, a certain Declaration of Restrictions applicable to said Sherwood Forest Extension was adopted by Valley Park, Inc. by instrument recorded in Volume 1940 of the Lucas County Mortgage Records at page 673; and

WHEREAS, such Declaration of Restrictions was amended by an amendment recorded in Volume 2003 of the Lucas County Mortgage Records, at page 274, and

WHEREAS, all of the rights, powers, duties and obligations under said Plat of Sherwood Forest Extension and under said Declarations of Restrictions, as amended, were assigned by Valley Park, Inc. to The Sherwood Forest Extension Association by instrument recorded in Volume 2227 of the Lucas County Mortgage Records, at page 591, and

WHEREAS, certain building lines are set forth and drawn on said Plat of Sherwood Forest Extension and are adopted by said Declaration of Restrictions, as amended, and

WHEREAS, Cavalear Development Company, K-R Apartments, Inc. and Lester F. Barshel and Ethel L. Barshel are all of the owners of property in said Sherwood Forest Extension, and

WHEREAS, it now appears to all the owners of property in said Sherwood Forest Extension that the appearance of said plat and
the subdivision which it represents would be substantially improved if the present building line for Lots Nos. 8 and 9 of said Sherwood Forest Extension, which runs parallel with King Richards Court and fifty (50) feet easterly thereof, was vacated and a new building line was established for said Lots Nos. 8 and 9 in place of the one vacated.

NOW, THEREFORE, in consideration of the benefits accruing to each of the parties to this Waiver and Agreement and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The parties do hereby waive all rights they may now have or hereafter have in the said building line of said Lots Nos. 8 and 9 running parallel with King Richards Court and fifty (50) feet Easterly therefrom, as the same is now established by the recorded Plat of said Sherwood Forest Extension and said Declaration of Restrictions, as amended, and consent to the abandonment and cancellation of the same.

2. The parties hereto do agree that a new building line for said Lots Nos. 8 and 9 in Sherwood Forest Extension shall be and the same is hereby established running parallel with King Richards Court and forty (40) feet easterly therefrom.

IN WITNESS WHEREOF, The Sherwood Forest Extension Association, Cavaleur Development Company, K-R Apartments, Inc., and Lester F. Barshel and Ethel L. Barshel have executed this Waiver and Agreement this 8th day of April, 1968.

Two Witnesses as to each signature. Signed and acknowledged April 5 and 8, 1968 before a Notary Public, Lucas County, Ohio, (Seal).