SLEEPY HOLLOW
PLAT 2

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SLEEPY HOLLOW - PLAT II

DECLARATION OF RESTRICTIONS

WHEREAS, Schneider Toledo Corporation is the owner of the following described real estate:

Lots numbers 55 to 92 both inclusive
in SLEEPY HOLLOW, PLAT II, a Subdivision
in the City of Sylvania, Lucas County, Ohio;

and

WHEREAS, Schneider Toledo Corporation desires to establish a general plan for the development of said Sleepy Hollow which will be for their own benefit and the benefit of all future owners or occupants of all or any part of said premises;

NOW, THEREFORE, the owner, in consideration of the enhancement in the value of said property by reason of the adoption of the Restrictions hereinafter set forth, do for themselves, their heirs and assigns, hereby declare and stipulate that said lots shall be conveyed by them, and Conditions:

1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes and only one residence for occupancy by a single family may be erected. Such single family dwellings to be erected shall be confined to 1 story, 1-1/2 story and 2 story buildings and shall include a two or three car attached garage for private use only and said garage shall conform architecturally to the dwelling house. Minimum cost of house based on 1961 building costs to be $27,000 exclusive of land.

2. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat. All or some buildings may be located behind set back lines shown on recorded plat if Schneider Toledo Corporation deems it
desirable. No building shall be located nearer to the rear lot line than shall be determined by the Schneider Toledo Corporation. No 1 or 1-1/2 story building shall be nearer than 10 feet to any side yard. No two story building shall be nearer than 14% of total lot width to any side yard. No two story building will be erected on a lot adjacent to a one story building and vice versa.

3. ARCHITECTURAL CONTROL.

Any dwelling, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plan, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control 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. 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 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 tanks must be buried below ground level. Architectural Control Committee to set all house grades. All roofs to be of gable or hip type construction with minimum pitch of 3" in 12". Maximum ridge height for 2 story building to be 28 feet above first floor level.
4. ARCHITECTURAL CONTROL COMMITTEE.

Said Architectural Control Committee shall be composed of John Browning, Robert Browning, and Harvey Jones until such time as said Owner had conveyed to others 70 per cent of the lots in said Addition, at which time said Committee shall be composed of three lot owners and John Browning, Robert Browning and Harvey Jones. Schneider Toledo Corporation shall have charge of and keep all records of said Committee. The lot owners to serve on said Committee shall be elected by a vote of the then record owners of a majority of said lots. 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 absence of action by the lot owners.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the Office of the Schneider Toledo Corporation, 2639 Upton Avenue, Toledo. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

5. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. NUISANCES.

No animal, fowl, or livestock of any kind shall be kept or harbored on any lot in said Addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in the Addition.

7. MISCELLANEOUS RESTRICTIONS.

(a) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Addition as residence.
(b) No office, whether commercial or professional, shall be erected or maintained in any residence in said Addition, but the same shall be used for residential purposes only and not otherwise.

(c) Each Lot Owner is required to install an illuminated post light in front of each home, design and location to be set by Architectural Committee.

(d) No boats, trucks, or trailers shall be stored or parked in the yards or on the driveways of any of said lots in this Addition.

(e) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose to be buried or kept in garage or basement.

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

(g) No sign of any character shall be erected, posted or displayed upon or about any lot in said Addition without the written permission of the Architectural Control Committee. Reservation is made to Schneider Toledo Corporation for small structures and signs.

(h) Schneider Toledo Corporation reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Schneider Toledo
Corporation, and Schneider Toledo Corporation shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Schneider Toledo Corporation to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Schneider Toledo Corporation shall at any and all times have the right to enforce the same.

(i) No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Schneider Toledo Corporation.

(j) In all instances where plans and specifications are required to be submitted to and are approved by Schneider Toledo Corporation, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

8. RIGHT TO MODIFY.

John Browning, Robert Browning and Harvey Jones 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.

9. DURATION AND RENEWAL.

All the covenants, agreements, easements, reservations, and restrictions contained herein shall be in force until January 1, 1983, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless waived or modified in writing by the then owners of
3/4 of the lots. Said modification of these Restrictions to be effective must be recorded prior to the expiration date.

In Witness Whereof, Schneider Toledo Corporation have caused this Declaration to be signed by its officers, all on the day and year first above written.

Signed by Schneider Toledo Corporation; Robert W. Browning, President; John C. Browning, Vice Pres.; E. L. Howland, Secretary; Harvey P. Jones, Treasurer.

Two witnesses.

Acknowledged October 17, 1962 by said officers, before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 17, 1962 at 1:59 P.M., and recorded in Volume 2059 of Mortgages, page 194.