SUNNYSIDE

PLAT 1

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DECLARATION OF RESTRICTIONS AS TO
LAND LOCATED IN SUNNYSIDE PLAT NO. I.

WHEREAS, Wanamaker Development Co., hereinafter
referred to as the owner, holds title in fee simple to the
following described parcels of land situated in Washington
Township, Lucas County, Ohio, to-wit:

Lots 1 to 28, both inclusive, in
Sunnyside Plat I, a Subdivision in
Washington Township, Lucas County, Ohio.

and said parcels will hereafter be referred to as Sunnyside
Plat I;

WHEREAS, Wanamaker Development Co., the owner, desires
to establish restrictions upon the manner of use, improvement,
and enjoyment of the above described lots in Sunnyside Plat I;

WHEREAS, other lot owners in Sunnyside Plat I may
join in said restrictions by consent thereto;

NOW, THEREFORE, in consideration of the premises, and
in consideration of the enhancement in value thereof, and to afford
purchasers due and complete protection in the use and occupancy
thereof for the purposes of which the same are designated and to
provide a uniform general plan for the development, improvement,
use, occupancy and enjoyment of Sunnyside Plat I as an
architectural, harmonious, artistic and desirable residential
district, Wanamaker Development Co., for itself, its successors
and assigns, hereby declares and stipulates that the above
described land is hereby restricted in accordance with the
restrictions hereinafter set forth, and agrees that each lot in
Sunnyside Plat I shall hereafter be conveyed by it, its
successors and assigns, subject to these restrictions:
1. These covenants and restrictions are to run with the land and shall be binding on Yanamaker Development Co., its successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1st, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years each unless the owners of the majority of the frontage of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

2. All lots, subdivisions of lots, and portions of Sunnyside Plat I shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private garage for not more than two cars for the sole use of the occupier of said premises. No more than one residence shall be built upon any building site.

3. No noxious or offensive trade or activity shall be carried on in Sunnyside Plat I, nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass junk, or any reclaimed products; nor shall said premises be used for any business or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary.
The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes. Only 1 house dog and 1 house cat may be kept on any one building site.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. The type of residential structure which shall be permitted shall be the conventional two story house, the story and a half house, or what is known as the "ranch type" or "rambling bungalow". The ground floor area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall be not less than 768 square feet of foundation area for a story and a half house; not less than 520 square feet of foundation area for a two story house; and not less than 768 square feet of foundation area for a ranch type home. The roof pitch of a ranch type home shall be a minimum of 4 inches pitch or drop in 12 feet, and the minimum roof overhang for such structure shall be 16 inches.

The exterior construction of any building shall be brick, brick veneer, stone, stone veneer or frame.

6. No foundation shall be placed nearer to the front line of a building site than the building line or lines shown on the plat; no foundation shall be nearer the side line of any building site than 10% of the width of such building site; no porch shall
project forward from the foundation more than 10 feet and no part
of any detached garage shall be located more than 30 feet from the
rear line of any lot.

7. No fence shall be more than 3 feet 6 inches in height,
nor shall any fence be erected or maintained closer to the street
than the building line or lines set forth on the plat.

8. 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, 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 at least a majority of a Property Committee consisting of Richard
D. Dalton, James H. Rauh and Carl A. Wanamaker, or the survivors of
them, and also by the Wanamaker Development Co. In the event of the
resignation, death or failure to act by any committee member, the re-
main ing members shall have the power to appoint a member to succeed
any of the above. The above committee then shall serve until another
committee is elected as hereinafter provided. The committee shall
have the right to refuse to approve any plans or specifications or
grading plans, which are not desirable or suitable, in its opinion,
for aesthetic or other reasons; and in so passing upon such plans,
specifications and grading plans, the committee shall have the right
to take into consideration all of the restrictions contained herein
and shall further have the right to consider whether or not the ex-
ternal design, grading, and the location of the buildings conform
and are harmonious with the existing buildings in said Plat and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within 30 days after the same have been submitted to it, then such approval will not be required, provided however, the design of the structure, size, construction and its location on the building site conforms to and is in harmony with existing buildings in Sunnyside Plat I and restrictions contained herein. The members of the committee shall not be entitled to any compensation. After Wannamaker Development Co., its successors or assigns, has sold 75% of the lots in said Sunnyside Plat I; or these restrictions have been in existence for 5 years, a committee shall be elected by the owners representing a majority of the front footage of the lots or building sites in said Sunnyside Plat I which shall then pass on these matters. This committee shall serve indefinitely and changes in its personnel may be made as provided for in the original committee set-up. Upon the election of this committee, a written instrument setting forth the names and addresses of the persons serving on such committee shall be recorded in the Recorder's office of Lucas County, Ohio.

9. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Wannamaker Development Co., its successors, legal representatives, and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.
10. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in nowise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots 1 to 28, both inclusive, in Sunnyside Plat I, a Subdivision in Washington Township, Lucas County, Ohio.

Wanamaker Development Co., as owner, hereby declares and establishes the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 29th day of July, 1955.

Duly executed by Wanamaker Development Co.

Received for record August 26, 1955 and recorded in Volume 1749 of Mortgages, page 523.