SYLVAN SQUARE

PLAT I

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
Deed dated May 3, 1961 Conveys the premises in question and more land, subject to the following restrictions upon the use and occupancy thereof.

DECLARATION OF RESTRICTIONS

WHEREAS, it is necessary and desirable, and will be beneficial to the future of all of the lots above mentioned, to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said properties, which shall affect all of the properties and shall become binding upon all present and future owners of said properties and shall run with the land, all as more fully hereinafter stated,

NOW, THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Sylvan Square Plat I, as an architecturally harmonious and desirable residential district, and to continue, maintain and perpetuate said Sylvan Square Plat I, in its entirety as originally planned for the maintenance of property values of residences to be hereafter constructed therein, in consideration of the premises, the undersigned, as owners of all the lots in said Sylvan Square Plat I, as now or hereafter constituted, for itself, its successors and assigns, for the regulation and protection of all persons, their heirs, executors, administrators, legal representatives and/or assigns who now are, or shall in the future be, the owner, occupant or tenant of any interest in and to any lot, lots or part thereof, in the improvement, development, use, occupancy and enjoyment of said property in Sylvan Square Plat I, by the execution and recording of these restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said Sylvan Square Plat I, in the City of Sylvania, Lucas County, Ohio, and being the real estate above described, for the period, to the extent and in the manner following, to-wit:

(a) These restrictions shall become effective upon the recording of this indenture with the Recorder of Lucas County, Ohio.

(b) The restrictions hereinafter set forth shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 1986, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further 10 year period and for successive 10 year periods thereafter upon the written approval or written agreement of two-thirds (2/3) of the lot owners in Sylvan Square Plat I.

(c) No structure shall be erected, altered, placed or permitted to remain on any lot in said Sylvan Square Plat I other than a structure designed for a one-family dwelling, except that upon lots numbers one (1), forty-seven (47), forty-eight (48), and forty-nine (49), two-family residential structures shall be permitted. Each lot may also contain a
private garage or carport which shall be attached to the dwelling thereon excepting that on the aforesaid lots numbers one (1), forty-seven (47), forty-eight (48), and forty-nine (49) whereon the garage may be detached from the dwelling;

(d) No building (including porch thereto attached) shall be erected or maintained on any part of a plot nearer to the front lot lines than the set back line as shown on the recorded plat whereon such lot is situated, nor nearer than five feet to any side of every plot built upon except for a garage or other permitted accessory building, which shall be located on or behind the minimum building set back line, subject to the provisions of paragraph (1) hereof. For the purposes of this Declaration of Restrictions, a plot is defined as that parcel of land on which a dwelling is constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith, and may therefore include parts or all of two or more of the lots delineated on the recorded plat.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area of said dwelling, exclusive of one-story open porches and garages and carports, shall be not less than 1000 square feet for a one-story dwelling, nor less than 525 square feet for a dwelling of more than one story.

(f) Except a dwelling erected upon a lot as delineated by the recorded plat, the ownership of which lot is in one owner at the time of the erection of said dwelling, no dwelling shall be erected or placed on any lot having an area of less than 9000 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

(h) There shall not be erected, permitted or maintained on any lot stable, shed, cattle yard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, pigeons, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(i) To assure a harmonious plan of development which will insure to the benefit of every property owner in said tract, no building, dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, grade and location of such building, dwelling or other structure, which shall be submitted to Harford Heating Company, Toledo, Ohio, its successors or assigns, or to a committee to be selected, as herein provided, and approval
of such plans and specifications shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance. Unless such plans and specifications or any part thereof shall have been disapproved in writing within 30 days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after Harford Heating Company has conveyed 90% of the lots in Sylvan Square Plats I, II, III, IV, V and VI, said committee to be selected by the owners of a majority of said lots in said subdivision. Owners of lots in said subdivision shall be entitled to one vote for each lot owned. Said committee shall consist of three members, each of whom shall be the owner in fee simple of property in said Sylvan Square Subdivision. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority by which they are elected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee. The said Harford Heating Company may, by designation in writing, assign its rights herein in this paragraph (i) contained to a corporation, person, partnership or committee.

(j) Other than a decorative wall, fence and entranceway located on lots six (6), seven (7), twenty-one (21) and twenty-two (22), no fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building setback line of any lot, nor shall any fence or wall be erected on any lot without prior written approval being obtained in the manner provided in paragraph (i) hereof.

(k) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(l) A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear 5 feet of each lot and across other spaces designated on the recorded plat as an easement right of way for utility installation, removal, repairs and maintenance. The said Harford Heating Company, its successors or assigns designated in writing, shall have the right to such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

(m) If any lot owner or tenant thereof, or any other occupant of any lot in said subdivision shall violate or threaten to attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.
(n) If any restriction hereinafter set forth should be held invalid, unenforceable, or otherwise inoperative in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

(o) Each and all persons who hereafter acquire title to any lot in Sylvan Square Plats I, II, III, IV, V and VI shall be members of the Sylvan Square Association, hereinafter called the "Association" which is a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of Ohio. The Association shall acquire title to a certain parcel of real estate located within said Sylvan Square Subdivision and upon which there will be constructed and maintained a swimming pool with appropriate appurtenant structures. Said swimming pool and appurtenances shall be constructed at the expense of Harford Heating Company and the real estate upon which said swimming pool is located shall be conveyed to the Association by Harford Heating Company without cost or expense to said Association. The Association, in consideration of such conveyance, shall assume full responsibility for the maintenance, operation and upkeep of such swimming pool including any and all expenses in connection therewith and including real estate taxes, employment of personnel to maintain guard and police the same, and said Association shall have the full right to collect and disburse the funds as herein provided and shall have the right to enforce all provisions herein with respect to the maintenance and upkeep of said swimming pool and appurtenant structures, all in the manner determined by the said Association to be for the best interests of the owners of the lots in said Sylvan Square Plats I, II, III, IV, V, and VI.

(p) Each and every lot in said Sylvan Square Subdivision, except those lots owned by the Association, shall be subject to a maintenance charge of Ten Dollars ($10.00) for the year 1962, and an annual maintenance charge of Twenty Dollars ($20.00) for each year thereafter but each assessment shall be prorated between the owners of fractional lots, if any, in proportion to the area owned. Payment of the 1962 installment shall be made on the day prior to a lot in Sylvan Square Subdivision is acquired or on the first day of May, 1962, whichever shall first occur, and on the first day of May each year thereafter. The Association shall have a lien perpetually upon the lots in Sylvan Square Subdivision except upon those lots owned by the Association to secure the payment of the annual maintenance charge. The lien for said charge may be made of record by filing in the office of the Recorder of Lucas County, Ohio, a notice of lien which shall be recorded in the Lien Records of said Recorder. There shall be no annual maintenance charge on unimproved lots in Sylvan Square Subdivision owned by the Harford Heating Company or Dunbar Industries, Inc.

(q) In the event any of said charges and assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien or otherwise and in such event shall be entitled to recover and
have and enforce against said premises a lien for its expenses in that behalf including reasonable attorneys fees. Said charges and assessments shall be levied against all lots in Sylvan Square Lots I, II, III, IV, V and VI except upon those lots owned by the Association and shall be applied only toward payment of the following costs and expenses: Upkeep, maintenance, improvement, taxes, utilities, including the employment of personnel to maintain guard and police the same; for the cost of collecting assessments, expenses of maintaining the Association, and for any and all other purposes which may, in the judgment of the Association, be for the general benefits of the members.

(r) Such annual assessments may be increased, decreased, or adjusted in amount from year to year by the Association as the interests of the lot owners in said Sylvan Square Subdivision may require. Such assessments shall at all times be equal for each lot in said Subdivision. Action taken by the Association with respect to any such adjustment in the amount of annual assessments shall be taken in the calendar year preceding the year in which the assessment is payable. The Association shall exercise its discretion in judgment as to the amount of said fund to be expended in connection with the purposes for which said fund is collected and its judgment in reference thereto shall be binding upon all interested parties.

(s) The privileges of membership of the Association including the right to use of the swimming pool facilities are exclusive to the lot owners in said subdivision except only that a nonresident owner may assign his right to enjoy such privileges to a bona fide tenant occupant in said subdivision.

(t) Any member who is delinquent in the payment of his assessment for more than sixty (60) days shall lose all rights to the use of the swimming pool facilities until the delinquency has been paid in full.

Received for record May 5, 1961 and recorded in Volume 1785 of Deeds, page 259.