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.
KNOW ALL MEN BY THESE PRESENTS:

BARFORD CORPORATION, who acquired title by instrument recorded in Volume 1, Page 1, Lucas County Deed Records, a corporation duly organized and existing under the laws of the state of Ohio, the grantor, in consideration of One ($1.00) Dollar and other good and valuable considerations, to it paid by DUNBAR INDUSTRIES, INC., an Ohio corporation, the grantee, whose mailing address is 3800 Upton Avenue, Toledo, Ohio, the receipt whereof is hereby acknowledged, does hereby CHARGE, BARGAIN, SELL and CONVEY to the said DUNBAR INDUSTRIES, INC., and to its successors and assigns forever, the following described premises:

Lots Numbers Sixty-Eight (68) through One Hundred Forty (140), inclusive, in Sylvania Square Plat II, a Subdivision in the City of Sylvania, Lucas County, Ohio,

subject, however, to the following restrictions upon the use and occupancy of the above described premises:

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 property, 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 Sylvania Square Plat II, as an architecturally harmonious and desirable residential district, and to continue, maintain and perpetuate said Sylvania Square Plat II, 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 Sylvania Square Plat II, 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 Sylvania Square Plat II, by the execution and recording of these restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said Sylvania Square Plat II, 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 June 1, 1986, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further ten year period and for successive ten year periods thereafter upon the written approval or written agreement of two-thirds (2/3) of the lot owners in Sylvania Square Plat II.

(c) No structure shall be erected, altered, placed or permitted to remain on any lot in said Sylvania Square Plat II other than a structure designed for a one-family dwelling except that upon lots numbers seventy-two (72), seventy-three (73), seventy-four (74) and seventy-five (75), multi-family residential structures shall be permitted. Each lot may also contain a private garage or carport which shall be attached to the dwelling therein excepting that on the aforesaid lots numbers seventy-two (72), seventy-three (73), seventy-four (74) and seventy-five (75) wherein the garage may be detached from the dwelling.
(d) No dwelling (including porch thereto attached) shall be erected or line as shown on the recorded plat wherein such lot is situated, nor nearer than
fifty feet to any side of every plot upon except for a garage or other per-
mitted accessory building, which shall be located on or behind the minimum build-
ing set back line, subject to the provisions of paragraph (1) hereof. For the
expression of land on which a dwelling is constructed and/or maintained together with 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 not be less than 1000 square feet
for a one-story dwelling, nor less than 125 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 5000 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, or shall any residence of a temporary character be permitted on
any lot. No tarp or tent shall be permitted on any lot for any purpose what-
soever.

(h) No 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 these hereinabove enumerated or otherwise, be permitted or
maintained thereon.

(i) To assure a harmonious plan of development which will inure 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
designed and adopted by the committee to be selected as herein provided, and appraisal of such plans and specifications shall
be endorsed thereto 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 thirty days from the date of submis-
ion, such plans and specifications shall be conclusively deemed to have been
approved. The committee referred to herein shall be selected after Harford
Corporation has conveyed 99% of the lots in Sylvania Square Plats I, II, III, IV,
V and WZ, 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 Sylvania Square
Subdivision. Said committee shall serve without compensation and may act by
majority vote. The members shall serve at the pleasure 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 Corporation may, by designation in writing,
assign its rights herein in this paragraph (j) contained to a corporation,
person, partnership or committee.

(j) No trade or business shall be permitted or conducted on any lot,
or anything be done therein which may be or become any annoyance or nuisance
to the neighborhood.

(k) A permanent 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, repair,
repairs and maintenance. The said Harford Corporation, 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 instal-
lation, removal, repair and maintenance without notice to any owner
or occupant thereof, or any other person or persons owning any real property in said subdivision.

(l) If any lot owner or tenant thereof, or any other occupant of any
lot in said subdivision shall violate or threaten or attempt to violate any re-
striction 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.

(m) If any restriction hereinafter set forth should be held invalid,
unenforceable, or otherwise ineffectual 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.
which shall be recorded in the Lien Records of said Recorder. There shall be no annual maintenance charge on unimproved lots in Sylvania Square Subdivision owned by Harford Corporation or Dunbar Industries, Inc.

(p) In the event any of such charges and assessments are not paid when due, the Association may, when and as often as it may deem fit, by process of law or otherwise, cause the amount due to be recovered and have and enforce against said person any lien for its expenses in that behalf, together with reasonable attorneys fees. Said charges and assessments shall be levied against all lots in Sylvania Square Plate 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, improvements, taxes, utilities, including the employment of personnel to maintain and operate 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 benefit of the members.

(q) 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 Sylvania 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.

(r) 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.

(s) Any owner 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.

TO HAVE AND TO HOLD the same to the said Grantor, its successors and assigns forever, the said HARFORD CORPORATION hereby warranting that said Grantor, for itself and its successors, is the true and lawful owner of said premises and is well seized of the same in fee simple, and has good right and full power to grant, bargain, sell and convey the same in the manner aforesaid, and that the premises so conveyed are clear, free and unencumbered and that it will warrant and defend the same against all claims and demand whatsoever, except taxes and assessments due and payable after date.

The Grantor corporation has a corporate seal.

IN WITNESS WHEREOF, the said HARFORD CORPORATION has hereunto caused its corporate seal to be affixed and signed by B. B. Dunbar, its President, and S. B. Levin, its Secretary, and these presents to be subscribed by its said President and said Secretary, this 4th day of January, 1963.

Signed, sealed, acknowledged and delivered in the presence of:

[Signature]

B. B. Dunbar, President

[Signature]

S. B. Levin, Secretary

HARFORD CORPORATION

[Seal]
STATE OF OHIO
COUNTY OF LUCAS

Before me, a Notary Public, in and for said County personally appeared
R. D. Dumble, President, and R. S. Leving, Secretary, of said CRIPPED CORPORATION,
the corporation which executed the foregoing instrument, who acknowledged that
the seal affixed to said instrument is the corporate seal of said corporation;
that they did sign and seal said instrument as such President and Secretary in
behalf of said Crippled corporation and by authority of its Board of Directors;
and that said instrument is their free act and deed individually and as such
officers and the free and corporate act and deed of said corporation for the
uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal this 30th day of January, 1962.

[Signature]
Notary Public

[Notary Seal]

[Received and Recorded]

[Name]

[Date]

[Notary Seal]