SYLVAN SQUARE
PLAT IV AND V

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DECLARATION OF RESTRICTIONS FOR PLATS IV AND V
IN SYLVAN SQUARE, A SUBDIVISION IN THE
CITY OF SYLVANIA, LUCAS COUNTY,
OHIO

WHEREAS, the undersigned, PARKVIEW DEVELOPMENT COMPANY, an Ohio corporation, and DUNBAR INDUSTRIES, INC., an Ohio corporation, are the owners of all of the lots in SYLVAN SQUARE PLATS IV AND V, a Subdivision in the City of Sylvania, Lucas County, Ohio, and being Lots Numbers 149 through 226, inclusive, and Lot A, and

WHEREAS, it is necessary and desirable and will be beneficial to the future owners of all of the lots in said Plats IV and V in Sylvania Square 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 Sylvania Square Plats IV and V as an architecturally harmonious and desirable residential district and to continue, maintain and perpetuate said Sylvania Square Subdivision 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 of the lots in said Sylvania Square Plats IV and V, a Subdivision in the City of Sylvania, Lucas County, Ohio, as now or hereafter constituted for themselves, their successors, heirs and assigns for the regulation and protection of every person, his heirs, executors, administrators, legal representatives and/or assigns, who now is 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 Plats IV and V and being Lots 149 through 226, inclusive, and Lot A, by the execution and recording of this indenture of restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said Plats IV and V 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, 1991, 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 ten-year periods thereafter upon the written approval or written agreement of two-thirds of the lot owners in SYLVAN SQUARE PLATS IV AND V.

(c) No structure shall be erected, altered, placed or permitted to remain on any lot in said Sylvan Square Plats IV and V other than a structure designed for a one-family dwelling. Each lot may also contain a private garage or carport which shall be attached to the dwelling thereon, except that upon Lots numbered 178, 179 and 180 a detached garage shall be permitted; upon Lot A and Lot Number 177 recreational facilities including a swimming pool with appurtenant structures shall be permitted.

(d) No building (including porch thereto attached) shall be erected or maintained on any part of the plot nearer to the front lot lines than the setback line as shown on the recorded plat wherein such
plot is situated, nor nearer than 5 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 setback line, subject to the provisions of paragraph (i) 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 purposes whatsoever.

(h) There shall not be erected, permitted or maintained on any lot stable, shed, cattle yard, hogpen, 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 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 showing the nature, kind, shape, type, material, color scheme and location of such building, dwellings or other structure, which shall be submitted to Dunbar Industries, Inc., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications or any part thereof shall be endorsed thereon in writing prior to commencement of construction. 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 Dunbar Industries, Inc. has conveyed 90% of the lots in SYLVAN SQUARE PLATS IV and V, said committee to be selected by the owner of a majority of said lots in said subdivision. Said committee shall consist of 5 members, each of whom shall be the owner in fee simple of property in said Plats IV and V. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority of 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 Dunbar Industries, Inc., may, by designation in writing, assign its rights herein in this Paragraph (i) contained to a corporation, person, partnership or committee.

(j) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
(k) 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 Dunbar Industries, Inc., its successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

(l) 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.

(m) 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.

(n) Each and every lot in said Sylvan Square Subdivision, except Lot A and Lot Number 177 shall be subject to an annual maintenance charge of $20.00, for each year, payable on the 1st day of May each year. The Sylvan Square Recreation Club, Inc. shall have a lien perpetually upon the lots in Sylvan Square Plats IV and V except upon those lots owned by the said Club 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 Plats IV and V owned by Parkview Development Company or Dunbar Industries, Inc.

(c) In the event any of said charges and assessments are not paid when due, the Sylvan Square Recreation Club, Inc. 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 assessment shall be levied against all lots in Sylvan Square Plats IV and V except upon those lots owned by the Sylvan Square Recreation Club, Inc. 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 Recreation Club, and for any and all other purposes which may, in the judgment of the Sylvan Square Recreation Club, Inc., be for the general benefits of the members.

(p) Such annual assessments may be increased, decreased, or adjusted in amount from year to year by the Sylvan Square Recreation Club, Inc. as the interest 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 Sylvan Square Recreation Club, Inc. 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 Sylvan Square Recreation Club, Inc. 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.

(q) The privileges of membership of the Sylvan Square Recreation Club, Inc. including the right to use the swimming pool facilities are exclusive to the lot owners in Sylvan Square Subdivision except only that a nonresident owner may assign his right to enjoy such privileges to a bona fide tenant occupant.

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

IN WITNESS WHEREOF, the undersigned have hereunto caused their corporate names and seals to be affixed, and this Declaration of Restrictions to be executed by their duly authorized officers, this 16th day of September, 1966.

(Signed) Parkview Development Co.

By R. G. Dunbar, President

S. S. Levin, Assistant Secretary

Dunbar Industries, Inc.

By R. G. Dunbar, President

S. S. Levin, Secretary

Four witnesses, two as to each signature.

Acknowledged September 16th 1966 by said corporations, by said officers, on behalf of said corporations, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record September 22nd 1966 at 3:30 P.M., and recorded in Volume 2194 of Mortgages, page 437.