SYLVAN WOOD
PLAT 3

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DECLARATION OF RESTRICTIONS

PART A: PREAMBLE

WHEREAS, SYLVAN WOODS, INC., hereinafter referred to as the Owner, owns in fee simple a subdivision known as SYLVAN WOOD PLAT 3, described as follows, to-wit:

Lots numbered ninety-nine (99) to one hundred forty-one (141) inclusive, in SYLVAN WOOD PLAT 3, a Subdivision in Sylvania Township, Lucas County, Ohio

and recorded in Volume 69 Record of Plats, page 11 on the records of the Recorder of Lucas County, "Chip"; and,

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants and agreements subject to which all of the said property hereinbefore described is now owned by it, and subject to which the lots aforesaid are to be conveyed by it.

NOW, THEREFORE, the restrictions hereinafter contained are hereby adopted "prudent" to a general plan for the better and uniform improvement and development of SYLVAN WOOD PLAT 3, and for the benefit of all persons who may hereafter become owners of lots therein. In consideration of the mutual execution hereof, and the enhancement of value of said property, due and ample protection in the uses and occupancies thereof for the purpose for which it is designed, the said Owner hereby declares that said real estate is held by it, and shall be conveyed by it, subject to all the restrictions, conditions, "covenants" and agreements hereinafter set forth.

PART B: AREA OF APPLICATION

B-1. The Owner reserves for itself, its successors and assigns, the right to use and permit the use of a strip of land five (5) feet in width, along the rear of each lot for the construction and maintenance of public or quasi-public utilities or functions.

PART C: RESIDENTIAL COVENANTS

C-1. Land Use and Building Type. All lots except numbers one hundred twenty (120) and one hundred twenty-one (121) shall be restricted to use as follows:

Single family two-story residences, overall height from first floor line to high point of roof ridge shall not exceed twenty-three (23) feet.

Single family story and one-half ranch type residences with overall height from first floor line to high point of roof ridge not to exceed twenty-three (23) feet or less than twenty-one (21) feet.

Split-level single family residences, overall height from first floor line to high point of roof ridge not to exceed twenty-three (23) feet.

C-2. Four family apartments or four family town houses are restricted to lots one hundred twenty (120) and one hundred twenty-one (121).

The overall height from the first floor line to high point of roof shall not exceed twenty-three (23) feet. (For C-1 and C-2).

Variations of the above distances from first floor line to high point of roof ridge will be permissible if approved by the "Architectural Control Committee." The distances noted above are intended as guide lines.
C-3. Site Grading. For all types of residences, the finish grade to the first floor line (measured at the front entrance) shall not exceed twenty-one (21) inches. This grade will be established by the Architectural Control Committee and shall be maintained across the entire front of the residence except at the garage, where the grade will be lower as required.

Surface water on each lot will flow as noted on "Sketch of Grading Plan" delivered to all builders before excavation will have started. Any variation from established grade or flow direction must be approved by the Architectural Control Committee.

A requirement of the County Engineer sets up certain grading at the rear property line of certain lots. We list herebelow the areas so established and the location of the manholes providing the outlet for these areas:

Lots one hundred thirty-six (136) to one hundred forty-one (141) inclusive, drains to manhole at rear property line, located between lots one hundred thirty-nine (139) and one hundred forty (140).

Lots ninety-nine (99) to one hundred eleven (111) inclusive drains to manhole at rear property line, located between lots numbered one hundred (100) and one hundred one (101).

The established grades for each lot noted above at rear property line is indicated on Drainage Drawings and will be given Building Contractor on request. These grades must be adhered to in order that surface water will flow to designated manhole.

C-4. Garage. The garage, not more than two car capacity, must be attached for any of the above optional building types except garages for four-family apartments or four-family town houses on lots one hundred twenty (120) and one hundred twenty-one (121) where they may be free standing and not attached.

C-5. Architectural Control. No building shall be erected or allowed on any lot until the construction plans and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. The judgment otherwise shall be as to the materials employed, the architectural design and the harmony of the design with existing structures.

C-6. Dwelling Cost, Quality and Size. No dwelling shall be permitted on a lot at a cost of less than $35,000.00 based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that produced on the date these covenants are recorded at the minimum cost herein stated for the minimum permitted dwelling size. The ground floor area for the one-story dwellings and the total living area of the split-level and tri-level dwellings, exclusive of one-story open porches and garages shall be not less than 1000 square feet for each single dwelling.

C-7. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or as required by Township Building Restrictions or zoning requirements.

For corner lots (single family residences) numbered one hundred thirty-five (135) and one hundred thirty-six (136), the side yard shall be that area between the house and the side property line of the next (interior) lot.

For corner lots (4-family occupancies) the side yard shall be that area between the structure and the property line of the next (interior) lot.
C-8. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Storage of trucks, mobile house, trailers or other equipment shall not be permitted except within the confines of the garage. Travel trailers or boats may be stored at the rear of the premises, if approved by the Architectural Control Committee and if properly screened by landscaping.

C-9. Separate Buildings. No separate buildings will be permitted on any lot.

C-10. Underground Telephone and Electric Services. All telephone and electric services from utility poles to residences shall be underground.

C-11. Fences. No fence shall be constructed beyond the front (or side at corner lots) setback lines.

C-12. Temporary Structures. No temporary structures of any kind will be approved by the Architectural Control Committee; accordingly no such structure can be built on any lot.

C-13. Completion of Structures. Any residence, either one or two family, must be substantially completed within eight (8) months from the date of building permit or the starting of work at the site.

C-14. Sidewalks. The builder will be responsible for the installation of four foot wide street sidewalks at street.

PART D: ARCHITECTURAL CONTROL COMMITTEE

D-1. Membership. The Architectural Control Committee is composed of E. FOREST RUTHLEY, 3443 Woodley Court, Toledo, Ohio 43606; MORTON MEPP, 3853 Hillandale Road, Toledo, Ohio 43606; and PAUL WINGART, 3426 Orchard Trail Drive, Toledo, Ohio 43606. A majority of the committee may designate a "representative" to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall have the authority to interpret these restrictions in the event some question shall arise as to a possible contradiction or lack of clarity. The Architectural Control Committee as designated above, shall continue to serve until all of the lots of this subdivision have been sold or built upon. At the time Sylvan Woods, Inc., does not own any lots, it will be incumbent upon the majority of the lot owners to organize a new Architectural Committee, if they wish to continue such Architectural Control.

D-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been duly complied with.

PART E: GENERAL PROVISIONS

E-1. Term. The said covenants are to run with the land and shall be binding on all parties and all persons claiming under them until
January 1, 1976, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

PART F: ATTEST.

F-1. In Consideration whereof, the said SYLVAN WOODS, INC., Owner, has caused its corporate name to be subscribed to these presents by PAUL WINGART, its President, and E. FORREST RUHLEY, its Secretary-Treasurer, this 29th day of December, A.D., 1972.

Signed by Sylvan Woods, Inc., Paul Wingart, President, and E. Forest Ruhley, Secretary-Treasurer.

Two witnesses.

Acknowledged December 29, 1972 by said Corporation, by said Officers and by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record January 2, 1973 and recorded in Volume 2609 of Mortgages, page 130.