SYLVAN WOOD
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.
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, described as follows, to-wit:

Lots numbered one (1) to forty-six (46) inclusive, and Lots "A", "B" and "C" in SYLVAN WOOD PLAT 1, a Subdivision in Sylvan Township, Lucas County, Ohio,

and recorded in Volume 62 Record of Plats, page 56 on the records of the Recorder of Lucas County, Ohio; 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 pursuant to a general plan for the better and uniform improvement and development of SYLVAN WOOD, 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.

B-2. Lot "A" is dedicated to public use as soon as Centerwood Drive is extended east its full width.

B-3. Lot "B" is dedicated to public use when Sylvan Wood Drive is extended south its full width.

B-4. Lot "C" reverts to Lot numbered one (1) when Sylvan Wood Drive is extended south.

PART C: RESIDENTIAL COVENANTS

C-1. Land use and building type. All lots except Lots numbered twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25)
and twenty-six (26) 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-two feet (22'), or

Single family ranch type residences with overall height from first floor line to high point of ridge not to exceed twenty feet (20'), or

Split-level single family residences, overall height from first floor line to high point of roof ridge not to exceed twenty-two (22').

C-2. Lots numbered twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25) and twenty-six (26) shall be restricted as stipulated under "C-1" or used for four family two-story occupancies.

C-3. For all types of residences, the finish grade from the first floor line shall not exceed twenty-one inches (21").

C-4. The garage, not more than two-car capacity, must be attached for any of the above optional building types.

C-5. Architectural Control. No building shall be erected, placed or allowed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grades at front of residence and site grading.

C-6. Dwelling Cost, Quality and Size. No dwelling shall be permitted on a lot at a cost of less than $30,000.00, 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 and 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 of 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 1,500 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 City building restrictions. No building shall be located nearer than ten per cent (10%) of lot width to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. For the purpose of this
covenant, eaves and steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The front of residences for corner lots numbered forty (40) and forty-one (41) will face Centerwood Drive. The rear yard for these lots will be not less than fifteen feet (15') in lieu of thirty feet (30') required for lots facing Sylvan Wood Drive.

C-8. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

Storage of trucks, house trailers, boats or other equipment shall not be permitted except within the confines of the garage.

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. No barbed wire may be utilized as a part of any fencing.

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 HUGHES, 3443 Woodley Court, Toledo, Ohio 43606; MORTON NETTLE, 3600 West Bancroft Street, 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee or to withdraw from the
committee or restore to it any of its powers and duties.

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. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, 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. FOREST RUIHLEY, its Secretary-Treasurer, this 23rd day of June, A.D. 1967.


Received for record June 26, 1967 at 1:50 P.M. and recorded in Volume 2214 of Mortgages, page 361.
AMENDMENT TO DECLARATION OF RESTRICTIONS

PART A: PREAMBLE

WHEREAS, SYLVAN WOODS, INC., an Ohio corporation, owns in fee simple the following described lots in a subdivision known as SYLVAN WOOD, to-wit:

Lots numbered one (1) to forty-five (45) inclusive, and Lots "A", "B", and "C" in SYLVAN WOOD PLAT I, a Subdivision in Sylvania Township, Lucas County, Ohio, and recorded in Volume 62 Record of Plats, page 56 on the records of the Recorder of Lucas County, Ohio;

and,

WHEREAS, BERNARD C. WESTFALL and CHRISTINE L. WESTFALL, husband and wife, own the following described lot in said subdivision, to-wit:

Lot numbered forty-six (46) in SYLVAN WOOD PLAT I, a Subdivision in Sylvania Township, Lucas County, Ohio;

and that said SYLVAN WOODS, INC., and BERNARD C. WESTFALL and CHRISTINE L. WESTFALL are hereinafter called the Owners; and

WHEREAS, on the 26th day of June, 1967, a Declaration of Restrictions was filed for record in the Recorder's Office of Lucas County, Ohio, and was recorded in Volume 221/4 of Mortgages at page 361; and it is now the desire to amend said Declaration of Restrictions heretofore referred to in the manner and form herein contained; and,

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

NOW, THEREFORE, the Declaration of Restrictions heretofore referred to are hereby amended in the following manner:

1. PART C: RESIDENTIAL COVENANTS, be and the same is hereby amended by striking therefrom Sections C-1 and C-2 thereof which read as follows:

"C-1. Land use and building type. All lots except lots numbered twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25) and twenty-six (26) 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-two feet (22''), or

"single family ranch type residences with overall height from first floor line to high point of ridge not to exceed twenty-feet (20''), or

"split-level single family residences, overall height from first floor line to high point of roof ridge not to exceed twenty-two feet (22'').

"C-2. Lots numbered twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25) and twenty-six (26) shall be restricted as stipulated under 'C-1' or used for four family two-story occupancies."

and by substituting in lieu thereof the following:

"C-1. Land use and building type. All lots except Lots numbered twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28) 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-two feet (22''), or

"Single family ranch type residences with overall height from first floor line to high point of ridge not to exceed twenty feet (20''), or

"split-level single family residences, overall height from first floor line to high point of roof ridge not to exceed twenty-two feet (22'').

"C-2. Lots numbered twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), and twenty-eight (28) shall be restricted as stipulated under 'C-1' or used for 1-1/2 story ranch type, two-family occupancies, or split level two-family occupancies. These lots if used as two-family occupancies will be permitted to have attached three-car garages."
2. PART C: RESIDENTIAL COVENANTS, be and the same is hereby further amended by striking therefrom Section C-7 which reads as follows:

"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 City building restrictions. No building shall be located nearer than ten per cent (10%) of lot width to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The front of residences for corner lots numbered forty (40) and forty-one (41) will face Centerwood Drive. The rear yard for these lots will be not less than fifteen feet (15') in lieu of thirty feet (30') required for lots facing Sylvan Wood Drive."

and by substituting in lieu thereof the following:

"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 City building restrictions. No building shall be located nearer than ten per cent (10%) of lot width to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty feet (30') to the rear lot line except for lots numbered twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28). On these lots a twenty-five foot (25') rear yard will be permissible. For the purpose of this covenant, eaves and steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The front of residences for corner lots numbered forty (40) and forty-one (41) will face Centerwood Drive. The rear yard for these lots will be not less than fifteen feet (15') in lieu of thirty feet (30') required for lots facing Sylvan Wood Drive."

3. Said Owners agree that in all other respects said restrictions, conditions, covenants and agreements in said Declaration of Restrictions herefore referred to shall remain unchanged.

IN WITNESS WHEREOF, said SYLVAN WOODS, INC., has caused its corporate name to be subscribed to these presents by Paul Wingart, its President, and E. Forest Ruiley, its Secretary-Treasurer, and said Bernard C. Westfall and Christine L. Westfall have hereunto set their hands on this 11th day of September, 1967.
Two Witnesses. Signed and acknowledged September 11, 1967 by Sylvan Woods, Inc., by Paul Wingart, President and by E. Forest Muhley, Secretary-Treasurer, before a Notary Public, Lucas County, Ohio, (seal).


Received for record September 11, 1967 at 10:26 A.M. and recorded in Volume 2223 of Mortgages, page 374.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

PART A: PREAMBLE

WHEREAS, SYLVAN WOODS, INC., an Ohio corporation, owns in fee simple the following described lots in a subdivision known as SYLVAN WOOD, to-wit:

Lots numbered one (1) to ten (10) inclusive, lots numbered twelve (12) to forty-two (42) inclusive, lots numbered forty-four (44) and forty-five (45), and lots "A", "B", and "C" in SYLVAN WOOD PLAT I, a Subdivision in Sylvania Township, Lucas County, Ohio, and recorded in Volume 62 Record of Plats, page 56 on the records of the Recorder of Lucas County, Ohio;

and,

WHEREAS, KENNETH A. PFAPP and D'ARLENE PFAPP, husband and wife, own the following described lot in said subdivision, to-wit:

Lot numbered eleven (11) in SYLVAN WOOD PLAT I, a Subdivision in Sylvania Township, Lucas County, Ohio;

and,

WHEREAS, DONALD C. MCLAUGHLIN and JOANNE R. MCLAUGHLIN, husband and wife, own the following described lot in said subdivision, to-wit:

Lot numbered forty-three (43) in SYLVAN WOOD PLAT I, a Subdivision in Sylvania Township, Lucas County, Ohio;

and,

WHEREAS, BERNARD C. WESTFALL and CHRISTINE L. WESTFALL, husband and wife, own the following described lot in said subdivision, to-wit:

Lot numbered forty-six (46) in SYLVAN WOOD PLAT I, a Subdivision in Sylvania Township, Lucas County, Ohio;

and that said SYLVAN WOODS, INC., KENNETH A. PFAPP and D'ARLENE PFAPP, DONALD C. MCLAUGHLIN and JOANNE R. MCLAUGHLIN, and BERNARD C. WESTFALL and CHRISTINE L. WESTFALL are hereinafter called the Owners; and,

WHEREAS, on the 26th day of June, 1967, a Declaration of Restrictions was filed for record in the Recorder's Office of Lucas County, Ohio, and was recorded in Volume 2214 of Mortgages at page 361; and said Declaration of Restrictions was amended by virtue of Amendment to Declaration of Restrictions filed for record
in the Recorder's Office of Lucas County, Ohio on September 11, 1967 and recorded in Volume 2223 of Mortgages, at page 374; and it is now the desire to further amend said Declaration of Restrictions heretofore referred to in the manner and form herein contained; and,

WHEREAS, said Owners desire to make known said second amendment to said restrictions, conditions, covenants and agreements subject to which all of the said property hereinbefore described is now owned by them, and subject to which the lots aforesaid are to be conveyed by them.

NOW, THEREFORE, the Declaration of Restrictions as amended, heretofore referred to, are hereby further amended in the following manner:

1. PART C: RESIDENTIAL COVENANTS, be and the same is hereby amended by striking therefrom Sections C-1 and C-2 thereof which read as follows, to wit:

"C-1. Land use and building type. All lots except Lots numbered twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28) 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-two feet (22'), or

"Single family ranch type residences with overall height from first floor line to high point of ridge not to exceed twenty feet (20'), or

"Split-level single family residences, overall height from first floor line to high point of roof ridge not to exceed twenty-two feet (22')."

"C-2. Lots numbered twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28) shall be restricted as stipulated under 'C-1' or used for 1-1/2 story ranch type, two-family occupancies, or split level two-family occupancies. These lots if used as two-family occupancies will be permitted to have attached three-car garages."

And by substituting in lieu thereof the following:

"C-1. Land use and building type. All lots except Lots numbered twenty (20), twenty-one (21), twenty-two (22), twenty-
three (23), twenty-four (24), twenty-five (25), twenty-six (26),
twenty-seven (27), and twenty-eight (28) 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-four feet (24'), or

"Single family ranch type residences with overall height
from first floor line to high point of roof ridge, not less
than twenty feet (20') or more than twenty-two feet (22'), subject
to approval of Architectural Committee.

"Split-level single family residences, overall height from
first floor line to high point of roof ridge not to exceed twenty-
two feet (22').

"C-2. Lots numbered twenty (20), twenty-one (21), twenty-
two (22), twenty-three (23), twenty-four (24), twenty-five (25),
twenty-six (26), twenty-seven (27), and twenty-eight (28) shall
be restricted as stipulated under 'C-1' or used for 1-1/2 story
ranch type, two-family occupancies, or split level two-family
occupancies, or used for 2-story, four family occupancies. These
lots if used as two-family or four-family occupancies will be
permitted to have up to a four-car garage."

2. Said Owners agree that in all other respects said
restrictions, conditions, covenants and agreements in said
Declaration of Restrictions as amended shall remain unchanged.

IN WITNESS WHEREOF, said SYLVAN WOODS, INC., has caused its
corporate name to be subscribed to these presents by Paul Wingart,
its President, and E. Forest Ruhley, its Secretary-Treasurer, and
said KENNETH A. PFaff and D'ARLENE PFaff, DONALD C. MCLAUGHLIN
and JOANNE R. MCLAUGHLIN, and ERFORD C. WESTFALL and CHRISTINE L.
WESTFALL have hereunto set their hands on this 21st day of November,
1968.

Three Witnesses. Signed and acknowledged November 19, 1968,
by Sylvan Woods, Inc., by Paul Wingart, President and by E. Forest
Ruhley, Secretary-Treasurer, and by Kenneth A. Pfaff and D'Arlene
Pfaff, husband and wife, and by Donald C. McLaughlin and
Joanne R. McLaughlin, husband and wife, and by Bernard C. Westfall
and Christine L. Westfall, husband and wife, before a Notary Public,
Lucas County, Ohio, (seal).

Received for record November 21, 1968 at 1:25 P.M. and recorded
in Volume 2269 of Mortgages, page 784.