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.
WARRANTY DEED
By a Corporation

KNOW ALL MEN BY THESE PRESENTS: That JEWEL BUILDERS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, authorized to do business in the State of Ohio of the City of Columbus, County of Franklin and State of Ohio, Grantor, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to it paid by ROBERT E. ALBRIGHT, TRUSTEE, of the City of Upper Arlington, County of Franklin and State of Ohio, Grantee, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee, his heirs and assigns forever, the following REAL ESTATE, situated in the County of Lucas, State of Ohio and in the City of Sylvania, and bounded and described as follows:

Being Lots Numbers Seventy-Eight (78) through One Hundred Thirty-Eight (138) inclusive of TANTALLON PLAT II, as the same are numbered and delineated upon the recorded plat thereof of record in Volume 71, pages 31 and 32 of Book of Plats, Recorder's Office, Lucas County, Ohio.

LAST TRANSFER: Deed Book 2196, page 49, and Deed Book 2339, page 255

This Deed is given by Grantor and accepted by Grantee, subject to all restrictions, reservations and easements, if any, of record in the chain of title to the above described premises.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all the lots in the subdivision hereinabove enumerated, and of the persons who are now or may hereafter become owners of any of the said lots or parts thereof, and as a part of the consideration for this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same subject to all and each of the following reservations, restrictions, conditions, easements, rights, uses and provisions (hereinafter collectively referred to as "restrictions"), which are for the mutual benefit and protection of, and shall be enforceable by, all and any of the present and future owners of any of said lots above described; and the Grantee, for himself, and his heirs and assigns, covenants and agrees to keep and perform each of said restrictions as hereinafter set forth.

These reservations, restrictions, conditions, easements, rights, uses, provisions, charges, agreements, covenants and obligations shall run with the land hereby conveyed and shall be binding upon the Grantee, his heirs and assigns, for a period of forty (40) years from the date hereof and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by at least the majority of the then owners of lots in the above subdivision has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot including the
grade elevations of said dwelling, the plot plan showing the proposed location of each dwelling upon said premises, and the plan including the landscape plan, specifications and details of said dwelling shall have been approved in writing by Jewel Builders, Inc., its successors or assigns, and a true copy of said plans, specifications, and details shall have been lodged permanently with Jewel Builders, Inc., and no dwelling except such as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon said premises. No dwelling erected on said premises or on any one lot shall have an area less than the following prescribed minimum areas: for a two-story dwelling, a minimum of eight hundred fifty (850) square feet on foundation with a minimum total living area of one thousand seven hundred (1,700) square feet; for a split level, a minimum of one thousand two hundred (1,200) square feet above grade with a minimum total living area of one thousand five hundred (1,500) square feet; for a ranch, a minimum total living area of one thousand five hundred (1,500) square feet for a bi-level (split entry), a minimum of one thousand (1,000) square feet on the upper level with a minimum total living area of one thousand eight hundred (1,800) square feet; for a 1-1/2 story, a minimum total living area of one thousand five hundred (1,500) square feet.

All requirements as to living area are exclusive of porches, basement and garage. No dwelling shall be permitted on any lot at a cost of less than Twenty Thousand and no/100 ($20,000.00) Dollars (cost of improvement, exclusive of lot) based upon cost levels prevailing on January 1, 1974, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality the same or better than that which could have been produced on January 1, 1974, at Twenty Thousand and no/100 ($20,000.00) Dollars.

Section 2. Lots Seventy-Eight (78) through One Hundred Thirty-Eight (138) inclusive shall be used and occupied solely and exclusively for private-residence purposes by a single family, including their family servants; and no other than a one-single-family, private-residence-purpose building (hereinafter, for convenience, called "dwelling") shall be erected, reconstructed, placed or suffered to remain thereon.

Section 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises nearer the front or street line or lines than the building set-back line or lines as shown upon the plat of said Subdivision or nearer to any side line or rear line than shall be determined by Jewel Builders, Inc., in writing at the time of the approval of the plans and specifications for said dwelling. This distance at which said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, porte cochere and other similar projections of said dwelling.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless the same is for the exclusive use of the family occupying said dwelling and the servants thereof and unless such garage be made an integral part of said dwelling and unless and until the size, location, type, style of architecture, cost, use, elevation thereof, the plans including landscape plan, specifications, and details of said garage including the driveway approach and garage entrance shall have been first approved in writing by Jewel Builders, Inc. and a true copy of said plans, specifications and details of said garage shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.
Section 5. The location of any and all driveways shall be and remain as now established upon said premises or, if not now established, shall be determined by Jewel Builders, Inc., in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Jewel Builders, Inc. and its approval thereof endorsed thereon in writing.

Section 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, or grains of the ordinary garden or field variety shall be grown upon such portion thereof; no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon said premises; and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, until the written consent of said Jewel Builders, Inc. shall have been first obtained therefor; and the same shall be subject to the terms and conditions that said consent may specify as to its type, height, width, color, upkeep and any general conditions pertaining thereto.

Section 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Jewel Builders, Inc., the enforcement of the provisions of said Section 3 would work a hardship by reason of the shape, dimensions or topography of the premises herein described or by reason of the type of dwelling to be erected thereon, Jewel Builders, Inc. may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its sole judgment, do material damage to any abutting or adjacent property.

Section 8. Jewel Builders, Inc. reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits and for water, gas, sewer and pipes and conduits or any other public-utilities facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all highways now existing or hereafter established upon which any portion of said premises may now or hereafter front or abut.

Section 9. Jewel Builders, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plat of Tantallon, Plat II designed as utility rights of way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits and for water, gas, and sewer lines and conduits, or any other public-utilities facilities together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Tantallon Plat II over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.
Section 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail upon said premises; and no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole or overhead or exposed wires and no advertising sign, billboard, or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent in writing of Jewel Builders, Inc., first having been obtained. The right is reserved by Jewel Builders, Inc. to erect small structures and place signs on any unsold lot or improvements thereon.

Section 11. No animals, rabbits or poultry of any kind and no species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract except domestic dogs, cats or other household pets; and in this connection, Jewel Builders, Inc. reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, so that the same will not be or become a nuisance to the owners or inhabitants of Tantallon Plat II.

Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung on Sundays or holidays. No laundry of any kind or other article shall be exposed or hung for drying at any time on any front porch or in the front of any building.

Section 13. Jewel Builders, Inc. reserves the sole and exclusive right to establish grades and slopes on the premises herein described and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 14. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and disposed of in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Jewel Builders, Inc.

Section 15. Jewel Builders, Inc. reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions herein contained, to enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Jewel Builders, Inc. and Jewel Builders, Inc. shall not by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Jewel Builders, Inc. to enforce any of these restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding
breach or violation thereof; and Jewel Builders, Inc., shall at any
and all times have the right to enforce the same.

Section 16. In all instances where plans and specifications
are required to be submitted to and are approved by Jewel Builders,
Inc., if subsequent thereto there shall be any variance in the
actual construction and location of any alteration or addition,
fence, wall, hedge or roadway, any such variance shall be deemed a
violation of these restrictions.

Section 17. The waterway existing in the rear of Lots Seventy-
Eight (78), Seventy-nine (79), One Hundred Twenty-three (123) through
One hundred twenty-nine (129) inclusive and One Hundred Thirty-eight
(138) shall be maintained by the owners of said lots, their heirs,
successors and assigns, for the purpose for which it was intended;
and if at any time thereafter it is requested that said waterway be
a closed drainage system, the expense in connection therewith shall
be borne by the then owners of said lots.

Section 18. No recreational vehicle or boat, including without
limitation a camper, trailer, truck, boat and snowmobile, shall be
stored on any lot unless the same is within the garage area. This
restriction does not prohibit, however, the parking for an intermittent
period not to exceed five (5) days for the purpose of loading, un-
loading, cleaning or repairing such vehicle or boat.

Section 19. Whenever any of the foregoing covenants, reserv-
ations, agreements or restrictions provide for any approval, designation,
determination, modification, consent or any other action by Jewel
Builders, Inc., any such approval, designation, determination, modi-
fication, consent or any other such action by any attorney-in-fact
authorized to sign deeds on behalf of Jewel Builders, Inc. and ap-
proved by the written powers of attorney of Jewel Builders, Inc. as
then recorded in the records of Lucas County, Ohio, shall be
sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than ninety-
five (95%) percent of the lots in said Tantallon Plat II, Jewel
Builders, Inc. may cause to be incorporated a non-profit corporation
under the laws of the State of Ohio, to be called the "Tantallon Plat
II Property Owners' Association" or a similar name. Upon the forma-
tion of such association, every owner (meaning a full building site)
shall become a member thereof; and each such owner, including Jewel
Builders, Inc., shall be entitled to one vote on each matter submitted
to a vote of members for each lot owned by him or it, provided, how-
ever, that where title to a lot is in more than one person, such co-
owners acting jointly shall be entitled to but one vote.

Section 2. The association, by vote of two-thirds (2/3) of its
members, may adopt such reasonable rules and regulations as it may
decide advisable for the maintenance, conservation and beautification
of the property, and for the health, comfort, safety, and general
welfare of residents on said property; and all parts of said property
shall at all times be maintained subject to such rules and regula-
tions.

Section 3. Jewel Builders, Inc. by an instrument in writing in
the nature of an assignment, will vest the association, if and when
formed, with the right, privileges and powers herein retained by the
said Jewel Builders, Inc., which assignment shall be recorded in the
records of the Office of the Recorder of Lucas County, Ohio.
Section 4. If after the sale of ninety-five (95%) percent of the lots in said Tantallon Plat II, Jewel Builders, Inc. has not caused such association to be formed, a majority of the owners of said lots may cause the same to be formed, at which time all rights of Jewel Builders, Inc. and those as an owner of any lot in the subdivision will automatically be assigned to the association.

ARTICLE THREE

Section 1. Each grantee of Jewel Builders, Inc., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and easements and the jurisdiction, rights and powers of Jewel Builders, Inc. created or reserved by this Deed of Restrictions; and all easements, rights, benefits and privileges of every character hereby granted, created, or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of this Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Jewel Builders, Inc. or its successors or assigns or the association the right (a) to enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Jewel Builders, Inc., or its successors or assigns or the association or its agents shall not thereby be deemed guilty of any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Deed of Restrictions.

Section 3. No restriction imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any one of these restrictions in whole or in part by judgment, court order or in any other manner shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Deed of Restrictions.
Section 5. A violation of any of the rules and regulations adopted by Jewel Builders, Inc. or by the association shall be deemed a violation of this Deed of Restrictions and may be enjoined as herein provided.

Section 6. The rights, privileges and powers herein retained by Jewel Builders, Inc., shall be assignable to and shall inure to the benefit of its successors and assigns.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee, his heirs and assigns forever.

And the said Jewel Builders, Inc., for itself and its successors does hereby covenant with the said Grantee, his heirs and assigns, that it is lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, reservations, restrictions and easements, if any, of record in the chain of title to the above described premises; and that it will forever WARRANT AND DEFEND the same with the appurtenances, unto the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said Jewel Builders, Inc. in pursuance of a resolution adopted by its Board of Directors, has hereunto caused these presents to be subscribed by its Executive Vice President and its Assistant Secretary, this 18th day of April, 1974.

JEWEL BUILDERS, INC.
By: Thomas J. Elliott, Executive Vice President
By: Ellis F. Mayhew, Assistant Secretary

Two witnesses.

Acknowledged April 18, 1974 by Thomas J. Elliott, Executive Vice President, and by Ellis F. Mayhew, Assistant Secretary, of Jewel Builders, Inc., a Delaware Corporation authorized to do business in the State of Ohio, on behalf of the corporation, before a Notary Public, Franklin County, Ohio, (Seal).

Received for record April 24, 1974 at 3:30 P.M., and recorded in Volume 2386 of Deeds, page 68.