THE WOODS

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DECLARATION OF RESTRICTIONS
AS TO
THE WOODS, A SUBDIVISION
IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, ENTILCO CORPORATION, TRUSTEE, a corporation organized and existing under the laws of the State of Ohio, with offices at 505 Jefferson Avenue, Toledo, Ohio 43604 (hereinafter called "Developer") is the owner in fee simple of the lands comprising the plat of The Woods and further described as follows:

"Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in The Woods, a Subdivision in the City of Toledo, Lucas County, Ohio per plat thereof recorded in Volume 76, Page 166, Lucas County, Ohio Record of Plats;" and,

WHEREAS, Developer desires to establish a general plan for the development of The Woods and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said Subdivision which will make said lots more attractive for general office and commercial purposes and will protect present and future owners of said lots in the enjoyment of their use for general office and commercial purposes;

NOW, THEREFORE, Developer, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions, hereinafter set forth does for itself and its successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of The Woods, a Subdivision in the City of Toledo, Lucas County, hereafter shall be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE 1
Use of Land; Location of Buildings and Improvements

1.1 Use Restrictions. No building shall be erected and no portion of any lot in The Woods Subdivision shall be used for any use or purpose other than general office purposes; except that less than fifty percent (50%) of the total floor area of any such building may be used for the sale of goods at retail and for banking purposes and except as hereinafter provided. The term "general office purposes" as used in the preceding sentence shall include business, union, charitable, finance, professional and consulting offices, including medical and dental clinics and offices and laboratories and other service businesses related to the medical and health fields. The term "sale of goods at retail" shall include pharmacies, specialized retail stores and shops, and restaurants dispensing food primarily for consumption on the premises.

1.2 Sale of Beer, Wine or Liquor. No beer, wine, liquor or vinous spirits shall be offered for sale or consumption to the public on any portion of The Woods Subdivision unless the same shall be offered for sale by a place dispensing food for consumption on the premises, provided the same is first approved by Developer or by the Architectural Control Committee hereafter described.
1.3 Front and Rear Building Lines. No building, off-street parking area or structure or any part thereof shall be erected, placed or maintained on any lot in The Woods Subdivision nearer to the front or street line or lines than the building line or lines shown on the recorded plat of The Woods Subdivision except that fences, hedges and other enclosures which shall have first been approved as provided in Article II hereof shall be permitted along the westerly line of Lot One and along the easterly line of Lot Eight nearer to Sylvania Avenue than such building line. For purposes of the foregoing sentence, Lots One and Eight shall be deemed to have front or street lines along both Sylvania Avenue and Sunforest Court. No building, off-street parking area or structure or any part thereof, other than a fence, hedge or other enclosure which shall have first been approved as provided under Article II hereof, shall be erected, placed or maintained on any lot in The Woods Subdivision nearer to the rear property line or lines (which shall be the westerly line of Lot Four and the easterly line of Lot Five) than the rear building line shown on the recorded plat of The Woods Subdivision; provided, however, that off-street parking areas shall be permitted between the rear building line and the rear property line of Lots One (excepting the northerly twenty (20) feet thereof), Two, Three and Four.

1.4 Underground Electric Service. All electric service to buildings or structures located in The Woods Subdivision shall be underground except to the extent as may be approved under Article II hereof where necessary to preserve the trees and natural attributes of the wooded area which comprises The Woods Subdivision or for other aesthetic reasons.

1.5 Use of Front Setback Areas. No portion of any lot nearer to any street than the building line or lines shown upon the recorded plat of The Woods Subdivision shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, and advertising signs or other structures which shall first have been approved as provided under Article II hereof.

1.6 Signs or Advertising. No billboards, advertising signs or other signs and displays except for a sign identifying the name, business and product of the firm or firms occupying the premises and of a size, shape, color and illumination meeting the requirements of this paragraph and of Article II hereof shall be erected, placed or maintained on any lot in The Woods Subdivision or on any building or other structure located in The Woods Subdivision. Prior to the construction of any building or structure in The Woods Subdivision, Developer and/or the Architectural Control Committee established pursuant to Article II hereof, shall establish uniform standards of size, shape, color and illumination for all advertising signs in The Woods Subdivision.

1.7 Off-Street Parking. Space for off-street parking shall be provided in the ratio of not less than one (1) parking space (not less than twenty (20) feet by ten (10) feet in size) for each three hundred (300) square feet of building area located on each building site. The term "building site" as used in the preceding sentence and elsewhere herein shall be construed to mean any lot, or parcel consisting of less than one lot or more than one lot in The Woods Subdivision which shall be owned and developed as a single building site. All off-street parking areas shall be located behind the front building line or lines.
shown upon the recorded plat of The Woods Subdivision and shall be surfaced by blacktop or concrete surfacing.

1.8 Loading Docks. All loading docks shall be so placed that trucks and other vehicles or machinery using such loading dock will at no time project into a dedicated public street when in the process of loading or unloading.

1.9 Trash Burners, Etc. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.10 Maximum Building Height. No building shall be constructed in The Woods Subdivision which is higher than three (3) stories above the ground.

1.11 Maintenance of Certain Mounding and Fences. The owners of Lots Five, Six, Seven and Eight shall be responsible for the continued maintenance of such fencing and earthen mounding as may be constructed along the easterly line of said lots for so long as such fencing and mounding shall be required by the public authorities having jurisdiction thereof and the adjoining lands to the east shall be owned by the Sisters of Notre Dame.

1.12 Trees, Etc. Developer hereby declares Developer's intent to preserve, insofar as the same shall be possible and consistent with the development of The Woods Subdivision, the trees and natural attributes of the wooded area which has been platted as The Woods Subdivision.

ARTICLE II

Approval of Plans

2.1 Architectural Control Committee. Submission of Plans. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for buildings and other structures (including, but not limited to, signs, fences, walls, driveways, hedges and other enclosures) must be submitted for examination and written approval before any such building or structure shall be constructed or placed upon any building site and before any addition, change or alteration may be made to any building or other structure then situated on a building site. The aforesaid detailed plans and specifications shall show the size, location, type, architectural design, quality, cost, use, construction and material color scheme of the building or structure, and the grading plan for the building site and the finished grade elevation thereof and must be prepared by a competent architect or drafter. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may determine. Such assignment or relinquishment will become effective from and after the time a
written instrument evidencing the facts of such assignment or relinquishment, signed by Developer or by its successors and assigns, is filed for record with the Lucas County, Ohio Recorder.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of The Woods Subdivision as an architecturally harmonious, artistic and desirable general office and commercial subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted and in approving or rejecting plans for the establishment of grades under paragraph 2.3 hereof, the Architectural Control Committee shall have the right to consider the compliance of the proposed building or improvement with the specific restrictions set forth in this Declaration of Restrictions, the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is proposed to erect the same, the appropriateness and harmony of the improvement contemplated in relation to improvements on contiguous or adjacent building sites and in relation to the general plan for the development of The Woods Subdivision, its artistic and architectural merits, the effect of the proposed building or other structure on the outlook from adjacent or neighboring property, the extent to which its location and configuration preserves the natural attributes, including the trees located thereon, of the building site, and such other matters as may be deemed to be in the interest and to the benefit of the owners of lots in The Woods Subdivision as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.3 Establishment of Grades. Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades, slopes and scales on all building sites and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Woods Subdivision.

2.4 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these Restrictions.

2.5 Developer Not LIABLE for Determinations. Although Developer is granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of lots in The Woods Subdivision, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge Developer, and Developer's successors as the Architectural Control Committee, from any claims they may have against Developer and Developer's said successors arising out of the exercise by Developer or Developer's said successors of such discretion and such rights of approval, disapproval and interpretation and/or for the failure of Developer or its said successors to exercise such discretion, rights of approval, disapproval and interpretation.
ARTICLE III
Reservation of Easements

3.1 Developer reserves to itself, and to its successors and assigns, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph wires and conduits (which shall be underground facilities), sewers, swales and conduits for storm water and sanitary purposes, gas and water mains, roadways, and for any similar facility or utility deemed convenient or necessary by developer or its successors or assigns for the service of The Woods Subdivision and for adjoining and adjacent property on, over or under all of the areas designated as "utility easement," "Toledo Edison Co. easement," "drainage easement," "Roadway Easement," or with words of similar import, on the plat of The Woods Subdivision and along and upon all dedicated public roadways now existing or hereafter established and abutting all of the lots in The Woods Subdivision. Developer also reserves to itself, and to its successors and assigns, the right to assign the use of any or all of said easements and rights of way on an exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of the aforesaid facilities or utilities. Developer and its successors and assigns shall have the right to go upon the lots in The Woods Subdivision from time to time to install, maintain and remove such equipment, improvements and facilities, within such easements and rights of way and to trim trees and shrubbery within such easements and rights of way which may interfere with the successful and convenient operation of such equipment, improvements and facilities. No buildings or structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated "utility easement," "Toledo Edison Co. easement," "drainage easement," "Roadway Easement," or with words of similar import, upon the plat of The Woods Subdivision. The term "structures" as used in the foregoing portion of this paragraph 3.1 shall include those structures in the nature of buildings, masonry walls and signs, but shall not include lot improvements such as sidewalks, driveways, paved parking areas and fences. No owner of any lot in The Woods Subdivision shall have the right to reserve or grant any such easements or rights of way upon or over any of the lots in The Woods Subdivision without the prior written consent of the Architectural Control Committee.

ARTICLE IV
Duration of Restrictions, Amendments

4.1 Term. The restrictions contained in this Declaration shall run with the land and shall be binding upon Developer and all persons claiming under or through Developer until the first day of January, 1998, at which time the restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years.

4.2 Amendments. The restrictions contained in this Declaration may be amended prior to January 1, 1998 with the written approval of the then owners of not less than six (6) of the lots in The Woods Subdivision, which amendment shall become effective from and after the filing with the Lucas County, Ohio Recorder of an instrument stating the
amendment and signed by all approving lot owners with the formalities required by law. The restrictions contained in this Declaration may be terminated as of January 1, 1998 and may be amended or terminated thereafter with the written approval of the owners of not less than four (4) of the lots in The Woods Subdivision upon the filing of an instrument as aforesaid with the Lucas County, Ohio Recorder.

ARTICLE V

Enforcement of Restrictions, Other Matters

5.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Developer, the Architectural Control Committee or any person or persons owning any lot in The Woods Subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

5.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by act of the owners of lots in The Woods Subdivision shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

5.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every lot in The Woods Subdivision shall be made subject to these restrictions.

5.4 Notices. Any notice required to be sent to any owner of a lot or any part thereof in The Woods Subdivision or to Developer or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as such owner or to Developer or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Architectural Control Committee.

5.5 Developer's Rights Assignable, Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable and shall inure to the benefit of the successors and assigns of Developer. Developer shall have the right to construe and interpret these restrictions, and its construction and interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

5.6 No Subdivision of Lots Without Consent. No owner of any lot in The Woods Subdivision shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors and assigns, who shall permit such conveyance if, in the reasonable judgment of Developer, its successors and assigns, the parcels so created by such subdivision will permit construction thereon which will be in conformance with the architecturally harmonious, artistic and desirable development of The Woods Subdivision contemplated by and as set forth in Article II hereof.
5.7 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how violations or breaches may occur.

5.8 Waiver of Restrictions by Developer. Each lot owner, by acceptance of a deed to a lot in The Woods Subdivision, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of Developer, the shape of, dimensions, number of structures, location of natural features such as trees, or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of The Woods Subdivision or of the yard requirements stated herein or of any other provision of these restrictions would work a hardship, Developer may, in writing, grant waivers from these restrictions as to such lots so as to permit the erection of such building or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to grant such waivers by reason of the fact that it may be the owner and/or builder for whose benefit such modification is granted.

5.9 Modification of Restrictions. Hardship. In the event of a material change in conditions or circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of lots in The Woods Subdivision, or which would cause such restrictions to cease being beneficial to the owners of such lots, Developer and/or any owner or owners of lots in The Woods Subdivision, shall have the right to modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all lot owners, by filing for record with the Lucas County, Ohio Recorder an instrument adopting such modifications to these restrictions and signed by the owner or owners of four (4) or more lots in The Woods Subdivision with the formality required by law.

5.10 Approvals if Lot Submitted to Condominium Ownership. In the event that one or more lots in The Woods Subdivision shall become condominium property by reason of its (their) having been submitted to the provisions of Chapter 5311 of the Revised Code, as it may hereafter be amended, then, in such event, a certificate executed with the formalities required by law by the President and Secretary of the Unit Owners' Association of such Condominium stating that unit owners in such Condominium holding more than fifty percent (50%) of the total interest in the common areas and facilities of such Condominium have approved any action or any amendment, modification or termination of these restrictions shall be sufficient evidence of such lot owner's approval of such action or such amendment, modification or termination for purposes of paragraphs 4.2 and 5.9 hereof and for purposes of any other action or approval which may be required of lot owners during the term of these restrictions.

5.11 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, ENTELCO CORPORATION, TRUSTEE, Developer herein, acting by and through its duly authorized officers, has caused
this Declaration of Restrictions to be executed on its behalf this
25 day of October, 1977.

ENTELCO CORPORATION, TRUSTEE

By Edward J. Eppstein, Vice President

By Robert C. Kronbach, Vice President

Two witnesses.

Acknowledged October 25th 1977 in Lucas County, Ohio, by Edward
J. Eppstein, Vice President, and Robert C. Kronbach, Vice President,
of Entelco Corporation, an Ohio corporation, on behalf of the corporation,
as Trustee, before a Notary Public, State of Ohio, (Seal.).

Received for record October 28th 1977 at 4:07 P.M. in Mortgage
Record 77-1269B12, Lucas County, Ohio Records.