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DECLARATION OF RESTRICTIONS
FOR WEST ACRES A SUBDIVISION
IN SYLVANIA TOWNSHIP, LUCAS
COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS, That The Homeland Company, an Ohio corporation, and the present owner of each and every of the lots in the subdivision in Sylvania Township, Lucas County, Ohio, known as West Acres, the plat of which is recorded in Volume 48, Page 56, of the Record of Plats, Lucas County, Ohio, for the benefit and protection of itself and of each of the future owners of each of the lots in said addition, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots hereinafter sold, conveyed or transferred by it, The Homeland Company, including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered,
placed or permitted to remain on any lot other than (a) one single-family dwelling house of not to exceed one and one-half stories and not more than 20 feet to its highest ridge height, and not less than 13 feet to its lowest ridge height, both measurements to be taken from the first floor level; (b) one private one or two car garage (which may be attached to the dwelling house if desired); and (c) such other accessory buildings as may be permitted by the architectural control committee. The main roof of all buildings shall be of the gable or the hip type.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $6000 based upon cost levels prevailing on the date these covenants are recorded, to be determined by the 1950 Labor Department cost index, 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 which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 672 square feet.

4. 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. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard exceeding 2 feet shall be required for a detached garage or other permitted accessory building located 100 feet or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than 20 feet to the rear lot line. Eaves, steps and open porches may extend over any setback line not more than 6 feet, but this exception shall not be construed to permit encroachment thereof upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 18,000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

7. 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.

8. TEMPORARY STRUCTURES. No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee shall be composed of the President and Secretary of The Homeland Company until such time as said company has conveyed to others 90% of the lots in said addition after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a
majority of said lots. 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 in the absence of action by the lot owners. 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, after said company has conveyed to other 90% of the lots in said addition, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed approved.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign for Doctors of Medicine or not
more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or broker to advertise the property during the construction and original sales period.

14. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and that not more than two horses and not more than six chickens properly housed to the satisfaction of said architectural committee may be kept on any one lot for non-commercial purposes.

15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of Lucas County. Approval of such system as installed shall be obtained from such authority.

17. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such system as installed shall be obtained from such authority.

18. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded
property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Executed at Toledo, Ohio, this 14th day of March 1950.

The Homeland Company

By Howard S. Crosby, Its President

Two witnesses.

Attest: May K. Mara, Its Secretary.

Acknowledged March 14, 1950 by said Company by said officers by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 14, 1950 at 3:25 P. M., and recorded in Volume 1457 of Mortgages, page 375.

SUPPLEMENT TO RESTRICTIONS FOR WEST ACRES, A SUBDIVISION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS, That THE HOMELAND COMPANY, an Ohio Corporation, and still the owner of each and every of the lots in West Acres, a Subdivision in Sylvania Township, Lucas County, Ohio, having heretofore filed a Declaration of Restrictions governing the use and occupancy of the lots in said subdivision, which Declaration of Restrictions is recorded in Volume 1457, Page 375 of the Mortgage Records of Lucas County, Ohio, now desiring to supplement said restrictions as herein provided, does hereby declare that each and
every of said lots hereafter conveyed or transferred by it, The Homeland Company, including transfers by operations of law, shall be deemed to be conveyed and/or transferred by it, subject to the covenants, conditions, agreements and restrictions set forth in said Declaration of Restrictions, and also subject to the following covenants, conditions, agreements and restrictions, to-wit:

(a) No trailer of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the architectural control committee.

(b) No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

Executed at Toledo, Ohio, this 26th day of June, 1950.

The Homeland Company,

By Howard F. Crosby, Its President,

Two witnesses. Attest: May K. Mara, Its Secretary.

Acknowledged June 26, 1950 by said Company by said officers by authority of the Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 27, 1950 at 11:05 A. M., and recorded in Volume 1173 of Mortgages, page 300.