WEST POINTE ESTATES

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
AS TO WEST POINTE ESTATES
A SUBDIVISION IN THE VILLAGE OF SWANTON
FULTON COUNTY, OHIO

Southwyck Estates Developers, a partnership, organized and existing under the laws of the State of Ohio, with its principal place of business at Swanton, Ohio (hereinafter called "Southwyck"), has caused to be duly laid out, approved, adopted and recorded in Volume 6, Page 48 & 49 of the Plat Records in the office of the County Recorder of Fulton County, Ohio, a certain plat (hereinafter called the "Plat"), designated as West Pointe Estates, a Subdivision in the Village of Swanton, Fulton County, Ohio (hereinafter called West Pointe).

Southwyck and Ryan Homes, Inc., a corporation organized and existing under the laws of the State of Pennsylvania and authorized to do business in the State of Ohio (hereinafter called "Ryan"), now desire to and do hereby adopt the following restrictions as to the use of the lots in the Plat of West Pointe Estates, a Subdivision in the Village of Swanton, Fulton County, Ohio, for the purpose of preserving said West Pointe Subdivision as a desirable residential district. The following restrictions constitute a general plan applicable to the development and use of the Plat and all of the lots thereof, and shall run with the land for the benefit of Southwyck and Ryan and all subsequent owners of lots in the Plat, and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in the Plat, shall be and are as follows:

ARTICLE I

General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.
2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

4. The word "plot" as used in this Declaration of Restrictions is intended to mean any parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The words "mobile home" as used in this Declaration of Restrictions are intended to mean any house car, house trailer, or similar mobile unit which may be used for dwelling or sleeping purposes.

7. Neither Southwyck nor Ryan shall be or become liable to any owners of any plot in the Plat or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that Southwyck and Ryan shall be liable for only their own gross negligence or willful misconduct.

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

9. In the event of a material change in conditions or in 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 plots in said addition, or which would cause such restrictions to cease being beneficial to the owners of such plots, then Southwyck, its successors and assigns, after written notice
given by mail to the owners of plots in the Plat, and after the written
approval of the holders of record title to more than fifty percent (50%) of
the total area in West Pointe Estates is given, the Architectural
Control Committee may modify these restrictions so as to remove the
hardship, or make the restrictions such as to be beneficial to all plot
owners.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in West Pointe
   Estates shall be used for residential purposes only and for no other
   purposes. Except as provided in Item 2 of this Article II, no more than
   one residence shall be built upon any one plot.

2. Any structure or building erected or maintained upon any of
   said plots shall be a single or multi-family residence building, used
   solely as a private residence for one family if single family, or a
   number of families if multi-family, and its servants, and accessory buildings
   the use of which is incidental to such residence building. Garages shall
   not be used for commercial or manufacturing purposes and shall not be used
   as temporary residence quarters. No basement, trailer, mobile home, or
   tent shall at any time be used or occupied as a residence, temporarily
   or permanently, nor shall any mobile home, residence or other structure
   of a temporary character be permitted on any lot, except that these
   structures approved by Southwyck as proper for the sale, construction and
development of said plots are permitted.

3. All structures and buildings erected and maintained upon said
   lots and plots shall be constructed with new, adequate and generally
   accepted building materials, except that used brick may be utilized if the
   quality is good and approved by the Architectural Committee.

4. No structure or building, or part thereof (including porches,
   verandas, port'-cochere', or other projections from the building, other
   than unenclosed and unscreened porches) shall be erected or maintained upon
any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on the Plat, and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from the Architectural Committee, as hereinafter provided. No fences shall be erected or maintained upon any lot or plot in excess of four (4) feet in height or nearer the front line of such lot or plot than the front building line shown on the Plat.

5. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

6. No sign of any kind shall be displayed to the public view on any lot except one professional sign of 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 to advertise the property during the construction and sales period.

7. 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 purpose.

8. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power mowers, power shears and similar equipment, shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to 9:00 A.M. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

9. 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.
10. No dwelling shall be permitted on any lot at a cost of 
less than $15,000.00 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 
which can be produced on the date of 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 930 square feet for a 
one-story dwelling, nor less than 600 square feet for a dwelling of 
more than one story.

ARTICLE III

Approval of Plans

1. 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. Approval shall be as provided in 
paragraph 2, below, of this Article III.

2. The Architectural Control Committee is composed of Dale W. 
Sigafos, 226 E. Washington St., Medina, Ohio 44256, John M. Kolar, 
4839 Wickford East, Sylvania, Ohio 43560, and Dale Dunbar, 307 Broadway, 
Swanton, Ohio. 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.
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, 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 fully complied with.

3. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes of the plot, 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 for the development and use of said West Pointe Estates.

4. In all instances where plans and specifications are required to be submitted to and are 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 approved improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

Southwyck reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, across or under all of the areas designated as "utility easements," "sewer easement" or with words of similar import on the Plat and along and upon all highways now existing or hereafter established and abutting all the plots in said West Pointe Estates. Southwyck also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said West Pointe Estates from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient installation, repair and
operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement," "sewer easement" or with words of similar import upon the Plat. The terms "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include improvements such as driveways and fences.

No owner of any of the plots in West Pointe Estates have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in the Plat without the written consent of Southwyck.

ARTICLE V
Duration of Restrictions
These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners and their heirs, successors and assigns, and all land in said West Pointe Estates for a period of thirty (30) years after the date of the recording of this Amendment of Declaration of Restrictions as to West Pointe Estates, a Subdivision in the Village of Swanton, Fulton County, Ohio with the Fulton County, Ohio Recorder.

ARTICLE VI
Right to Enforce
1. 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. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part
of any restriction or provisions shall not impair or affect in any manner the validity, enforceability, or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by Southwyck shall be assignable and shall insure to the benefit of the successors and assigns of Southwyck.

IN TESTIMONY WHEREOF, Southwyck Estates Developers, by Dale R. Dunbar, Partner, and Ryan Homes, Inc., by John Kolar, its Vice-President, thereunto duly authorized, have hereunto set their hands this 17th day of June, 1973.

Signed and acknowledged in the presence of:

[Signature]

[Signature]

SOUTHWYCK ESTATES DEVELOPERS,
A PARTNERSHIP,

By: Dale R. Dunbar, Partner

RYAN HOMES, INC.

By: John Kolar, Vice-President

STATE OF OHIO

FULTON COUNTY

Before me, a Notary Public in and for said county and state, personally appeared Dale R. Dunbar, Partner of Southwyck Estates Developers, a Partnership, who acknowledged that he did sign said instrument as Partner of the said Southwyck Estates Developers on behalf of said partnership and by authority of all of its partners that said instrument is the voluntary act and deed of the said Dale R. Dunbar as such partner and the voluntary act and deed of said partnership for the uses and purposes therein expressed.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of June, 1973.

(Seal)

Richard B. McQuade, Notary Public
State of Ohio (Lifetime Commission)

STATE OF OHIO ) ss.
COUNTY OF LUCAS )

Before me, a Notary Public in and for said county and state, personally appeared John Kolar, Vice-President of Ryan Homes, Inc., who acknowledged that he did sign said instrument as Vice President of the said Ryan Homes, Inc. on behalf of said corporation and by authority of its board of directors, that said instrument is the voluntary act and deed of the said John Kolar as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 29th day of June, 1973.

(Signature)

Notary Public

SANDRA S. PAWLEY
Notary Public, Lucas County, Ohio
My Commission Expires August 2, 1977

This instrument prepared by
The McQuades, Attorneys.