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DECLARATION OF RESTRICTIONS FOR
WEST RIDGE
SUBDIVISION IN THE VILLAGE OF SHANTON
LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by
Richard Perkins, hereinafter called ("Developer") as of this
28th day of August, 1986.

WITNESSETH THAT:

WHEREAS, Developer is the record owner of all of the platted
lots in the recorded plat of West Ridge, a Subdivision in the Village
of Swanton, Lucas County, Ohio, which Plat is recorded in Volume
BC, Page 4241, inclusive of the Lucas County, Ohio Record of Plats
(hereinafter sometimes called "the Subdivision" or "West Ridge"); and

WHEREAS, West Ridge is intended to be a first-class, quality
single-family residential subdivision developed as a community
development plan within the meaning of such terms as defined by the
Revised Code of Ohio, Lucas County, Subdivision rules and Regulations,
and Zoning Resolutions of the Township of Swanton, Lucas County,
Ohio.

NOW, THEREFORE, Developer, in consideration of the enhancement
in the value of said property by reason of the adoption of the
restrictions hereinafter set forth, and in furtherance of the
aforesaid development plan, do for themselves and their respective
successors and assigns, hereby declare, covenant and stipulate that
all property, as shown on the Plat shall hereafter be sold,
transferred, or conveyed by Developer, its successors and assigns,
subject to the following restrictions, covenants and conditions,
which restrictions shall to the extent legally permissible, supercede
any and all other restrictions heretofore enforced on said property
by any other instrument.

ARTICLE 1
USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the
Plat as the same may be hereafter combined and/or subdivided shall be
hereafter sometimes referred to herein as "residential lots" or
"residential lot": No structure shall be erected, placed or
maintained on any such residential lot other than one (1)
single-family residential dwelling, a private garage of not more than
four (4) car capacity, which shall be made an integral part of the
residence dwelling, an attractive appearing storage building, a
swimming pool and a tennis court.

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Such residence shall be used and occupied solely and exclusively for private residence purposes by a single-family.

1.2 Lot Use. The construction of a single family residence on more than one residential lot shall be permitted. Not more than one single family residence shall however be permitted on any residential lot; provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the prior written approval of the Developer; provided, however, under no circumstances shall any lot so approved for splitting result in any lot having less street frontage or square footage than any other lot in the Plat.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include “group houses” or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, or shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No use or practice which is an unreasonable source of annoyance to the residents within the Subdivision or which shall interfere with the peaceful possession and proper use of West Ridge lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the owners of all lots in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for residential or maintenance purposes which shall first have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building material to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom. No outside burning of debris or materials of any kind shall be conducted anywhere within the Subdivision. No wash or laundry shall be hung or dried outside of any structure on any residential lot.

1.4 Completion of Structures. Lot owners shall complete all residences within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the prior approval of the Developer as provided under Article II hereof.
1.5 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept provided, however, that no animal of any sort may be kept, bred or maintained for any commercial purposes and any pet shall be maintained and housed in such a manner which does not create a nuisance or unreasonable disturbance or be subject to removal or exclusion from the Subdivision. Fit hogs and other vicious animals are strictly prohibited in West Pugje. All owners shall strictly comply with all applicable leash laws. Without limiting any of the foregoing, no animal owned by or in the custody of a lot owner or his tenants or guests shall be permitted on any of the common areas in the Subdivision ("Common Areas") except when it is leashed or carried by hand. No animal may be kept on the Subdivision for commercial or breeding purposes. No animal may be kept outside of a residence unless someone is present in the residence. Any lot owner shall pick up and remove any solid animal waste deposited by the pet on the Subdivision lands.

1.6 Signs. Except for any and all signs of the Developer or its designee having to do with the marketing and developing of the Subdivision, which are expressly permitted, after initial occupation of a residence, no signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the prior written permission of Developer and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all signs erected on or about any residential lot and prior to occupation of any such residence. Not more than two (2) signs may be placed on any lot advertising the sale and company constructing the residence, each not more than ten (10) square feet. All permitted signs shall be located at least fifteen (15) feet back from the right-of-way line.

1.7 Garages. On all lots wider than 100 feet (at the building line) garages must be side-loading or rear loading. On any lot less than 100 feet in width (at building line) the Developer reserves the right to require a court yard side load garage.

1.8 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved by the Developer as provided under Article III hereof, unless approved by the Developer at which time an alternate construction time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if permitted to be stored on any residential lot in the Subdivision, shall be suitably housed within the attached garage or additional storage building. All rubbish, debris and garbage shall be stored within the garage or an underground container. Each lot owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot.
trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected may be placed and kept at the front of the lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags.

1.9 Vehicles. Without limiting any of the foregoing, no vehicle other than a private passenger automobile shall be parked outside any residence for a period of more than 24 hours. No vehicle shall be parked outside of a residence overnight if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. A lot owner and residents thereof may not keep more than four vehicles within West Ridge on a permanent basis. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Subdivision. All vehicles parked within the Subdivision must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within West Ridge for more than 24 hours, and no major repair of any vehicle shall be made on any property which constitutes the Subdivision. Motorcycles are not permitted except those motorcycles with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of West Ridge.

1.10 Maintenance. Each lot owner shall maintain his lot and all improvements upon his lot in first class condition at all times. The exterior of all residences including, but not limited to, roofs, walls, windows, patio areas, pools, screening, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other residences, and no excessive rust deposits on the exterior of any residence, peeling of paint or discoloration of same shall be permitted. All sidewalks, driveways and parking areas within the owner's lot or serving the owner's residence shall be cleared and kept free of debris; and cracks, any rust stains or marks from water usage damaged and/or eroding areas on same shall be removed, repaired, replaced and/or resurfaced.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all dwellings, buildings, landscaping, and other improvements and structures (including, but not limited to, the height of all structures, signs, fences, walls, driveways,
hedges, garages, basements, in-ground swimming pools (see Section 2:5 hereof), tennis courts and other enclosures) to be constructed and/or situated within the Subdivision shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Developer so that the Developer may retain a true copy thereof with its records. No prefabricated, manufactured, or modular homes or residences shall be constructed within the Subdivision unless the plans and specifications for same have been first approved as provided under this Article II.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, the Developer intends to assure the development of Westridge as an architecturally harmonious, artistic and desirable single-family residential Subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider 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 to be erected. The Developer will not approve designs which are in conflict with the aesthetics standards of the Subdivision.

2.3 Location and Building of Structures and Sprinkler Systems. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the plat, nor nearer to any side line or rear line that shall be determined by the Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, and other similar projections of any dwelling. Under no circumstances shall any owner or any contractor while in the process of construction on any lot permit the parking of any vehicles and/or the storage of any materials or debris whatsoever on an area not owned by such owner whether adjacent or not, and whether said other lot is vacant
or not. Any lot owner who violates this particular prohibition shall be responsible for any damage caused by such unauthorized use of any other lot. All lots shall be served by underground automated sprinkler systems giving one hundred (100%) lot coverage for the first 100 feet of depth of each lot installed at time of construction and continuously maintained in operating condition thereafter.

2.4 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted anywhere in the Subdivision.

2.5 Swimming Pools and Other Above Ground Improvements or Property. No above ground swimming pools or radio receiving equipment shall be permitted, installed or maintained on any lot without the limited any of the foregoing, the location, lighting, composition, fencing, screening, elevation and all other aspects of any in-ground swimming pool shall be subject to the approval of the Developer. Further, all applicable zoning and/or other governmental laws and regulations shall be complied with by any owner when installing any such pool. No sheds, enclosures, television satellite dishes, or other such removable property of any kind shall be permitted unless first the plans and specifications therefor are submitted to and approved by the Developer in writing.

2.6 Driveway and Sidewalks. In addition to the specific restrictions contained in the recorded Plat pertaining to the installation of sidewalk, owner of each lot in the Subdivision agrees that he shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot at such time as a residence is constructed thereon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. All such sidewalks shall be installed completely through all driveway areas. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer's favor for the cost of same in the event the Developer has to construct and pay for such sidewalks due to such failure on the part of the owner. All driveways in the Subdivision shall either be asphalt or some other permanent hard surface approved by the Developer in its sole discretion. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Westridge nearer to the front or street line or lines than the building setback lines as shown on the Plat. Said portion of any lot shall not 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 any lot for privacy walls, driveways, if otherwise
permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statues, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, 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 any lot until the written consent of the developer has been obtained thereof and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any lot or destroyed for purposes of construction unless approved in writing by the developer pursuant to Section 2.1 thereof.

2.8 Establishment of Grades. The developer shall have the sole and exclusive right to establish grades, slopes and grades on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed therein, so that the same may conform to a general plan for the development and use of an area. Deviation of 1/2" or more from such established grades is strictly prohibited unless approved in writing by the developer.

2.9 Basketball Backboards. No basketball backboards shall be erected or attached to the front of any residence or beyond the building line as set forth in the plat and all such basketball backboards where erected shall be approved by the developer in writing.

2.10 Mailboxes and/or Paper Delivery. The developer shall have the exclusive right to determine the location, size, design, lettering and standards and brachts of any mail and paper delivery boxes, provided, however, all mailboxes shall in any event be located per the applicable U.S. Postmaster's directions. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of exact type, color and quality.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed, or suffered to remain upon any lot until the written consent of the developer has been obtained thereof, and be subject to the terms and conditions of said consent as to its type, height (no approved fence shall be more than four (4) feet high), width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated split-rail treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved split-rail fencing on the lot owner's side of the fence with developer approval. All approved fences shall be
located at least fifteen (15) feet back from the building setback line or lines shown on the plat and five (5) feet from the rear property line.

2.12 **Construction in Violation of Approved Plan.** Developer, its successors and assigns, reserve and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter the any lot or property upon 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 exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, or take any and all measures to stop construction on any such lot, and Developer shall not by reason thereof be deemed guilty of any manner of trespass for such entry, statement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

2.13 **Power of Attorney.** Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.