WESTOWNE WOODS

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DECLARATION OF RESTRICTIONS AS TO LAND

LOCATED IN WESTOWNE WOODS

WHEREAS, General Advisory Corporation and JON Development Co., Inc., hereinafter referred to as the owners, hold title in fee simple to the following described parcels of land situated in Sylvania Township, Lucas County, Ohio, to-wit:

> Lots number one (1) through twenty-two (22), both inclusive, in WESTOWNE WOODS, a Subdivision in Sylvania Township, Lucas County, Ohio,

and said parcels will hereinafter be referred to as Westowne Woods;

WHEREAS, General Advisory Corporation and JON Development Co., Inc., the owners, desire to establish restrictions upon the manner of use, improvement and enjoyment of the above described lots in Westowne Woods;

WHEREAS, all lot owners in Westowne Woods join in said restrictions by consent thereto;

WHEREAS, Westowne Woods is a subdivision in Sylvania Township, Lucas County, Ohio which has been subdivided and laid out into lots with certain streets and ways dedicated to public use in accordance with the original plat thereof, which plat is recorded in Volume 77 at page 25 of the Plat records of the Recorder of Lucas County, Ohio;

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvements and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in Westowne Woods in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable residential district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision;

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to afford

purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Westowne Woods as an architecturally harmonious, artistic and desirable residential district, General Advisory Corporation and JON Development Co., Inc. for themselves, their successors and assigns, hereby declare and stipulate that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in Westowne Woods hereinafter be conveyed by them, their successors and assigns, subject to these restrictions:

1. These covenants and restrictions are to run with the land and shall be binding on General Advisory Corporation and JON Development Co., Inc., their successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lots or any part of a lot in said tract and shall continue until January 1st, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of the majority of the front footage of the lots covered by these restrictions shall agree in writing to amend these restrictions in whole or in part.

2. All lots, subdivision of lots and portions of Westowne Woods (except lots A, B and 23) shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on any lot other than a residential structure designed for the use of not more than four families; provided, however, that a single building containing eight dwelling units may be erected and maintained on any two adjacent and contiguous platted lots and a single building containing twelve dwelling units may be erected and maintained on any three adjacent and contiguous platted lots. No structures containing more than twelve dwelling units shall be erected or maintained anywhere on the premises. For each residential structure there may also be located on the same lot, or combination of lots in the case of structures containing more than four dwelling

units, a private detached garage for not more than one and one half cars per dwelling unit contained in the residential structure located on the same lot or lot combination, and such private detached garage shall be for the sole use of occupants of the residential structure located on the same lot or lot combination. Location and design of any detached garage must be approved by the Property Committee, hereinafter appointed and referred to.

3. No noxious or offensive trade or activity shall be carried on in Westowne Woods nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any kind of animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers (unless said travel or camp trailers are stored within structures) or house trailers, scrap iron, wood, building materials, paper, glass, junk or any reclaimed products; nor shall said premises be used for any business, (except the operation of the land and sale office by the developers and those in privity with them) or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, tavern, restaurant, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for four family residential purposes.

4. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. Each residential structure shall have a minimum cost of One Hundred Thousand Dollars ($100,000.00). The ground floor foundation area of each residential structure shall have no less

than one thousand five hundred (1,500) square feet of area, and no dwelling unit shall have less than seven hundred fifty (750) square feet of living area.

6. No part of the main foundation or projecting porch shall be place_ nearer to the front line of a building site than the building line or lines shown on the plat.

7. No so-called 'ribbon driveways' shall be permitted and all driveways shall be of solid concrete or asphalt construction with a minimum of nine (9) feet in width.

8. No fence shall be erected or maintained closer to the street than the rear of the structure and shall not be erected or maintained until approved by the Property Committee.

9. All outside electrical or other operating units must not be farther than three feet from the rear wall of each main dwelling structure, except that in an emergency or under special conditions or circumstances, the Committee, in its sole discretion may determine and permit said units to be placed in other locations, but such determination and permission must be obtained in writing prior to constructing or locating any such unit.

10. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected or maintained, nor shall any addition to, or change or alteration therein be made until two (2) sets of the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by a Property Committee consisting of David R. Clements and Richard D. Arnos. One signature only is required.

One (1) set of writings submitted to the committee may be retained by it. The above committeemen shall serve until another committee is elected as hereinafter provided. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and

exclusvie opinion, for aethestic or other reasons; and so passing upon such plans, specifications and grading plans, the committee shall have to take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading and the location of the buildings, fences, hedges, walls, walks or other structures, gradings or plantings conform and are harmonious with the existing buildings in said plat and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within sixty (60) days after the same have been submitted to it then such approval shall not be required, provided, the design of the structure, size, construction and its location on the building site conforms to and are in harmony with existing buildings in Westowne Woods and the restrictions contained herein. The members of the committee shall not be entitled to any compensation.

11. Perpetual easements are reserved to the undersigned, their successors and assigns across space designated on the recorded Plat as easements, rights-of-way for utility installments, removal, repairs and maintenance, together with the free rights of entry for purposes of maintaining grade and drainage and other lawful and proper purposes. The said General Advisory Corporation and JON Development Co., Inc., their successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

12. If any lot owner or tenant thereof, or any other occupant of any lot in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

13. When all lots have been sold by the present owners, the Committee may appoint successors consisting of the then lot owners and thereafter the Committee shall be elected by majority vote of lot owners.

14. No permanent or semi-permanent recreation facility (expressly including basketball courts and backboards) addition, outbuilding or fence may be erected, constructed or maintained without express written approval by the Committee. Violation of this restriction shall allow the Committee to come on the premises and dismantle such structure.

15. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by General Advisory Corporation and JON Development Co., Inc., their successors, legal representatives and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots or building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

16. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

17. Buffer lot A is reserved to accomodate the possible future extension of Westcastle Drive. Lot B is conditionally dedicated to public use as a temporary turnaround and shall revert to the owner of Lot 13 at such time as Westcastle Drive is extended.

18. Owners have established easements as shown on plat and designated as "Utility Easements," for the purpose of permitting the construction, installation, relocation and maintenance of public or quasi-public utility facilities thereon. Maintenance shall include the right to remove any branches or other growth or obstructions that might interfere with the construction, maintenance or safe operation of utility lines or drainage facilities.

19. In consideration of the premises and of the enhancement

in value to said parcels of land hereinbefore described as:

> Lots number one (1) through twenty-two (22), both inclusive, in WESTOWNE WOODS, a Subdivision in Sylvania Township, Lucas County, Ohio,

General Advisory Corporation and JON Development Co., Inc. as owners, hereby declare and establish the foregoing restrictions and covenant and execute the same at Toledo, Ohio this 22nd day of May, 1978.

GENERAL ADVISORY CORPORATION

By Richard D. Arnos

JON DEVELOPMENT CO., INC.

By David R. Clements

Two witnesses.

Acknowledged May 22, 1978 by said Richard D. Arnos, Treasurer of General Advisory Corporation and David R. Clements, President of Jon Development Co., Inc. before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 31, 1978 at 11:32 A.M. in Mortgage Record 78-566E04, Lucas County, Ohio Records.

Received for record a second time on November 22, 1978 at 2:36 P.M. in Mortgage Record 78-1448B05, Lucas County, Ohio Records..