WOODBRIER ACRES - PLAT I

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DECLARATION OF RESTRICTIONS

FOR

WOODBRIER ACRES, PLAT I

(except Lots 5, 6, 11, 12, 13)

A Subdivision in Providence Township, Lucas County, Ohio

THIS DECLARATION made and entered into by Virgil D. Hanifan and Karis M. Hanifan this 4th day of April, 1974.

WHEREAS WOODBRIER ACRES, PLAT I is a subdivision in Providence Township, Lucas County, Ohio, the Plat of which is recorded in Volume ______, at pages ______, Lucas County Record of Plats, containing Lots numbered consecutively 1 through 15 inclusive, the signators hereof being the only persons now holding legal title to all of said lots with the exception of Lots 5, 6, 11, 12 and 13;

WHEREAS it is the desire of the signators hereof to make public declarations of the restrictions, conditions, covenants, charges and agreements touching and concerning all of the lots in said subdivisions except the five (5) lots above described which are not owned by them, subject to which all of said property, shall hereafter be considered held and thereafter conveyed or otherwise alienated;

NOW, THEREFORE, in consideration of the premises and the mutual benefit and advantages accruing and to enhance the value of all of said property and to afford the present and subsequent owners and occupiers thereof due and ample protection respecting the use and occupancy of lots in said subdivision and, further, to hereby establish a general overall plan for the development and improvement of the lots in said subdivision, the signators hereto hereby declare and stipulate that each of the lots in said subdivision is held by them and shall hereafter be conveyed, alienated or encumbered by them or their assignees subject to the burdens and entitled to the benefits of the following restrictions, covenants, conditions and duties:

Section A Definitions

1. As used herein, the following terms shall have the indicated meaning:

(a) "Declaration of Restrictions" - the within instrument.

(b) "Lot" and "this subdivision" - the platted lots in Woodbrier Acres, Plat I, a subdivision in Providence Township, Lucas County, Ohio, except Lots 5, 6, 11, 12 and 13.

(c) "Association" - The Home Owners Association of Woodbrier Acres as established and defined in Section H, below.
(d) "Trustees"—The Board of Trustees of the Home Owners Association of Woodbrier Acres as established and defined in Section G below.

(e) "Assessments"—the assessments or levies imposed by the Trustees of The Home Owners Association of Woodbrier Acres as referred to in Section H and I, below.

(f) "Plat"—Woodbrier Acres, Plat I, a subdivision in Providence Township, Lucas County, Ohio.

Section B Building Setback lines and easements

1. Unless first approved by the Trustees, no building or any part thereof shall be erected or maintained which encroaches upon the building set back lines shown upon the plat of this subdivision, except that steps, uncovered porches, terraces and similar open structures, no part of which is more than 3 feet above the grade of the lot, and sidewalks and driveways serving said buildings may encroach thereon as reasonably necessary and desirable.

2. Except as first approved by the Trustees, no use shall be made of the portion of any lot lying between the building set back line shown on the plat of this subdivision and the abutting road except for ingress and egress to said lot and for lawn and yard purposes, including the growing of trees, shrubbery, flowers and plants, statuary, fountains and related ornamentations beautifying the lot. The planting or growing of vegetables, fruit bearing trees or grains for commercial purposes is prohibited.

3. Perpetual rights-of-way and easements are hereby reserved or established, through, under and/or over certain of the lots in said subdivision for installation, operation and maintenance of utilities, pipe lines, sewer lines and for ditch purposes, all as set forth and shown on the plat of this subdivision, together with all necessary equipment, facilities and accessory. Said easements are hereby respectively adopted as to said lots and the Trustees are hereby invested with the exclusive power and right to hereafter great rights in, through, under and/or over said areas for the purpose of construction, operation and maintenance of electric, cablevision, telephone and telegraph, gas, sewer, water and related public or private utilities and all necessary and related poles, lines, conduits, fixtures, facilities and appurtenances reasonably necessary or suitable respecting the same.

Section C General Use of Lots and Building Requirements

1. Except as otherwise permitted by the Trustees, all lots in this subdivision shall be used for private single family residential purposes only and no structures shall be erected, altered or maintained on said lots other than single family dwellings, not exceeding two (2) stories in height and attached or detached private garages for the ordinary and customary uses of the inhabitants therein.

2. No buildings, fences, walls, porches, walks and drive-ways, hedges, signs or other permanent or temporary structures shall be erected, altered or maintained on any lots unless general plans and specifications showing the nature, kind, shape, heights, grading, material, color or decoration scheme, location and related details are submitted to the Trustees and their approval endorsed thereon,
in connection with which the Trustees are hereby invested with reasonable discretion to require changes or modifications or to impose reasonable conditions in connection with their approving same. After approval of said plans and specifications, changes therein or variations therefrom, unless themselves specifically approved by the Trustees, shall be deemed to constitute violations of these restrictions.

3. No building or structure shall be used for residential purposes until the exterior thereof has been substantially completed as called for in the plans and specifications thereof. All approved structures must be completed within one (1) year following the date of the commencement of construction. Building materials used in connection with construction may be stored temporarily on the premises during the course of construction but in no case shall the same remain there unincorporated into the structure for more than one (1) year. Substantial changes in grade shall not be made on any lots nor sod, dirt or gravel removed therefrom in appreciable quantities. The Trustees are invested with the right, in the exercise of reasonable discretion, to grant exceptions to these requirements, in connection with which reasonable conditions may be imposed.

Section D Prohibited Uses or Practices

1. Unless written waiver or special consent is granted by the Trustees, none of the following uses may be made of or on any of the lots in this subdivision:

(a) Keeping of any animals, fowl or livestock for commercial purposes or the keeping of animals for domestic, recreational, hobby or educational purposes when they are not properly housed or cared for and which become unreasonable annoyance or nuisance to others.

(b) Carrying on or permitting any noxious, offensive, unhealthful or disturbing activities or practices.

(c) Erection and maintenance of wells for gas, water, oil or other substance, whether for temporary or permanent uses, except water wells for the on-premises use of the inhabitants thereof.

(d) Erection and maintenance of poles, overhead or exposed wires, or fixtures (except that television aerals of customary and reasonable form and size may be permitted unless otherwise ordered by the Trustee) and billboards or other advertising devices (except that customary and reasonable signs advertising the sale of lots or houses may be permitted unless otherwise ordered by the Trustee).

(e) The use, either temporarily or permanently, of any trailer, basement, tent, shack, garage, barn, temporary structure or vehicle for residence purposes.

(f) The conducting and carrying on of any commercial, business or professional enterprise or activity, or the displaying of any signs or advertising with respect thereto, except that the part time or occasional attention to such
activities reasonably necessary and related to the sale of lots shall be permissible provided the same do not reach such proportions as to constitute a nuisance to others nor detract from the essentially residential nature and character of this subdivision.

(g) Loud, boisterous or obscene conduct or language of a tenor and nature as to unreasonably disturb others in this subdivision or grossly disruptive of the general peace.

(h) The placing or maintaining upon the visible portions of lots of rubbish, debris or garbage, except such as are stored in fire proof and covered containers and not permitted to constitute a fire or health hazard or a nuisance.

(i) The permitting of thistles, rag weed or other noxious or unsightly weeds which are readily visible from the inhabited portions of adjoining lots or the roadways.

(j) The use of any lots for dumping purposes or the bringing on to any lots of fill material other than clean earth or stone.

Section E Use of Private Park

1. Lot No. 14, designated on Plat I as "Private Park" shall be held open for the common, but otherwise private, recreational use and benefit of the owners of lots in this subdivision, members of their families and their guests, in conjunction with similar use thereof by owners of lots in Woodbrier Acres, proposed Plat II, subject to the provisions hereinafter stated.

Said lot shall be maintained by Virgil P. Manifan, or his personal representative until all lots in Plat I and 50% of the lots in proposed Plat II have been conveyed to other persons (except Lot 14). During this period no structures shall be required to be placed on this lot. Thereupon Virgil P. Manifan shall convey Lot 14 to the Home Owners Association and shall be thereafter relieved of personal responsibility for its maintenance.

2. Except as herein specifically otherwise provided, the Trustees are hereby invested with the sole power on behalf of the owners of lots in this subdivision to promulgate reasonable rules and regulations from time to time as to the use, maintenance and upkeep of said Private Park, and to provide for the enforcement thereof, including the granting of rights of users to other parties and the adoption of general and uniform rules restricting or limiting the use thereof by owners of lots in Woodbrier Acres.

Section F Home Owners Association

1. The Home Owners Association of Woodbrier Acres is hereby established. Said Association shall be composed of the record owner or owners of lots in Plat I and proposed Plat II in Woodbrier Acres from time to time, subject to the following rules and regulations.

2. Voting rights shall be limited to one (1) vote per lot owned, regardless of the number of owners thereof.
3. The Trustees shall be entitled to rely upon the last
given tax mailing address of owners or actual notice given to them
as to addresses for the mailing of notices, assessments and related
information.

4. Said Association shall exist and function for the purpose
of the administration of all matters of common concern and as to
the general welfare of all owners of lots in this subdivision,
for the purpose of preserving and enhancing the value of properties
in said subdivision.

5. The owners of Lots 5, 6, 11, 12 and 13 in Plat I are
entitled to the use of Lot 14 in common with the other owners
affected hereby and may become members of the Association provided
they accept their share of assessments levied under Section H hereof.

Section G The Board of Trustees

1. The Board of Trustees of the Home Owners Association
of Woodbrier Acres is hereby established to exclusively exercise
or delegate all of the rights, powers and privileges and to fulfill
all of the duties of said Association and as otherwise reserved or
provided herein, except as otherwise provided herein.

2. Pending the vesting of title of all lots (except Lot 14)
of this subdivision and all lots in proposed Plat II in persons
other than Virgil P. Hanifan, Virgil P. Hanifan or his personal
representative shall have, possess and exercise all of the rights,
powers and privileges granted to the Trustees and all references
herin to "Trustees" shall be construed as referring to Virgil P.
Hanifan or his personal representative, until such time as title
to all lots in this subdivision and all lots in proposed Plat II has
been conveyed to other persons (which, for the purposes hereof, shall
not be deemed to include legatees or heirs of Virgil P. Hanifan in
the event of his intervening death), at which time and upon the
election of the initial Board of Trustees, his powers, rights and
privileges shall be transferred to said Board of Trustees.

3. The Board of Trustees shall consist of three (3) members,
all of whom shall be sole or part owners (or their spouses) of lots
in this subdivision.

4. The initial election of multiple Trustees shall take
place within 30 days following the event referred to in sub-paragraph
2 above, as divesting Virgil P. Hanifan as sole Trustee.

5. Election of Trustees shall take place at the annual meeting
of members of the Association, to be held on the earliest day of
January and at such time and place as reasonably convenient to the
members of the Association, as determined by the Trustees.

6. The Trustees may call special meetings of the members
of the Association (and, upon written demand by 50% or more of
the members of the Association, shall call special meetings) at such times
and for such purposes as determined by the Trustees.

7. In addition to other rights and privileges granted to them,
the Trustees may adopt rules and regulations, provided the same
are not contrary to any express provisions herein set forth, as to matters
of common concern and as to the general welfare of said Association.
8. Trustees shall serve without compensation but shall be entitled to reimbursement of any expenses incurred by them on behalf of the Association or in connection with the proper discharge of their duties as Trustees.

Section H Assessments

1. The Trustees are hereby given the right to levy private assessments upon the lots in Woodlair Acres for purposes of maintenance of Lot 14. Among other purposes, the Trustees are specifically authorized to expend funds for an equitable portion of the maintenance and supervision expenses, taxes and assessments, public liability insurance premiums and other costs or expenses attributable to Lot 14 and recreational or social facilities there constructed or maintained. Said assessments shall be calculated upon the basis of a budget adopted by the Trustees as sufficient together with a reasonable reserve for contingencies, for the ensuing year. Provided, however, that during the period when Virgil D. Hanifan is acting as sole Trustee, the assessment shall not exceed $25 per lot per year.

2. In spreading the aggregate amount to be assessed among the various lots in the subdivision, the Trustees shall calculate the individual assessments upon the basis of a uniform formula or schedule of charges, applying to all lots, regardless of area or location except Lots 5, 6, 11, 12 and 13, unless the owners thereof elect to become members of the Association pursuant to Section F-8 hereof.

3. The aforesaid budget shall be adopted and said individual assessments calculated by the Trustees upon a calendar year basis as early in each year as reasonably convenient, the initial assessment after the activation of these provisions to be for the remainder of the then calendar year, and may be made due and payable at once or in installments, as the Trustees determine. Due written notice of the assessments and the date for payment thereof shall be mailed or given to the owners of lots in this subdivision, subject to the rules stated in Section F above.

4. Said Trustees are hereby granted a perpetual lien upon the lots in said subdivision subject to assessment hereunder to secure the payment thereof; upon default in payment, said Trustees may file a Notice of Lien for such assessments with the Recorder of Lucas County, Ohio, and proceed to collect the same by foreclosure of said lien, or by other judicial processes, together with recovery of all costs and expenses incurred in connection with the collection thereof, including reasonable attorneys’ fees. Said lien shall be subordinate to any mortgage placed upon the lot.

Section I Enforcement of Restrictions

1. The Trustees shall first give personal or mailed notice to any violators of the provisions hereof, specifically stating the claimed violation and the provisions hereof which are involved and clearly indicating the action to be taken to remedy or relieve said violation and the reasonable time limit within which the same shall be accomplished. If, after said notice and the expiration of said period of time the same is not complied with, the Trustees are hereby granted the right in the case of any violation or breach of the provisions hereof to enter upon any lots in this subdivision and to
summarily abate or remove, at the expense of the owner thereof, any erection or condition that exists thereon constituting said violation or breach, without being guilty of any manner of trespass for such entry, abatement or removal or being liable for any damages caused in the exercise of such rights with due care.

2. The failure of the Trustees to enforce any of the provisions hereof shall not waive any violations or breaches thereof nor constitute an acquiescence therein or an estoppel as to the same or succeeding breaches or violations.

3. In the event any costs or expenses are incurred by the Trustees in connection with their action to correct or abate any violation or breach of the provisions hereof, provided the Trustees have first given reasonable notice to the owner or owners of the subject lot or lots to abate said violation or breach, the same shall be assessed against the owner or owners of the lots involved in the same and such charges shall be subject to the provisions for lien rights and collection specified in Section H above as to Assessments.

Section J Effective Date; Extinguishment of Prior Restrictions Duration of Restrictions Herein

1. Upon due recording of the Declaration of Restrictions, the same shall be deemed in full force and effect as of and from and after the effective date of the execution hereof.

2. The provisions, conditions, covenants and restrictions herein established or set forth shall run with the land and bind and inure to the benefit of any and all of the lot owners in this subdivision, whether or not specifically referred to in the conveyance instruments and shall continue in force until and unless the owners of seventy-five (75) percent or more of the lots in this subdivision (excepting Lots 5, 6, 11, 12, 13 and 14 unless the owners of Lots 5, 6, 11, 12 and 13 or any one or more of them elect to become members of the Association pursuant to Section F 5, in which event such lot or lots shall be counted in determining the numbers of lots subject to the 75% requirement and the owners thereof shall be entitled to vote thereon) execute any instrument amending and cancelling same and thereupon duly record said instrument.

Section K Amendments

1. The within Declaration of Restrictions, except Sections C and G 2, may be amended upon a three-fourths (3/4ths) vote of the owners of seventy-five (75%) percent or more of the lots in the subdivision (excepting Lots 5, 6, 11, 12, 13 and 14 unless the owners of Lots 5, 6, 11, 12 and 13 or any one or more of them elect to become members of the Association pursuant to Section F 5, in which event such lot or lots shall be counted in determining the numbers of lots subject to the 75% requirement and the owners thereof shall be entitled to vote thereon).
Section L  Saving Clause

1. The invalidity of any of the provisions hereof shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the provisions hereof.

Section M  Assignment

1. The rights, privileges and powers herein retained by Virgil P. Hanifan shall be assignable and shall inure to the benefit of his successors and assigns.

IN WITNESS WHEREOF, Virgil P. Hanifan and Karis M. Hanifan have caused this Declaration to be signed on the day and year first above written.

Signed by Virgil P. Hanifan and Karis M. Hanifan.

Two witnesses.

Acknowledged April 4th 1974 by the above named parties, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record August 30th 1974 at 11:33 A.M., and recorded in Volume 2927 of Mortgages, page 290.