WOODLAND MANOR - PLAT 2

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DECLARATION OF RESTRICTIONS

ACORN DESIGNING CO., a corporation duly organized and existing under the laws of the State of Ohio, of Toledo, Ohio being the owner of record of the following described parcels of real estate, to-wit:

Lots number 25 to 29, both inclusive, and lots number 31 to 32 both inclusive, all in WOODLAND MANOR PLAT TWO (2), an Addition in the Village of Sylvania, Lucas County, Ohio;

And, LEONARD THYER and AMELIA P. THYER, husband and wife, being the owner of record of the following described parcel of real estate, to-wit:

Lot number 30 in WOODLAND MANOR, PLAT TWO (2), an Addition in the Village of Sylvania, Lucas County, Ohio,
in order to establish a general plan for the development of said Addition, designed to make the lots in said Addition more attractive for residential purposes and to protect the owners of said lots in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said ACORN DESIGNING CO., for itself and its successors and assigns, and said LEONARD THYER and AMELIA P. THYER, for themselves and their heirs and assigns, do hereby agree, declare and stipulate that all of the lots (being lots number 25 to 32, both inclusive) in said WOODLAND MANOR PLAT TWO (2) shall be, and shall hereafter be conveyed by it or them, and by its or their successors, heirs and assigns, subject to the restrictions hereinafter set forth:

(1) These covenants and restrictions are to run with the land and shall be binding on the above named persons and all persons claiming under or through them until the first day of October, A.D., 1989 at which time said covenants and restrictions shall be automatically
extended for successive periods of 10 years unless, by a majority of the then owners of said lots, it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by a written instrument setting forth said changes and signed and acknowledged by a majority of the then owners of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein, and shall be effective and operate to effect such changes from and after the termination of such successive periods as follows the date of the filing thereof for record with the Lucas County Auditor.

(2) Invalidation of any of the restrictions and covenants herein by judgment, court order, or by act of the owners as provided in Section 1, above, shall in no wise affect any of the other provision contained in this Declaration of Restrictions, which shall remain in full force and effect.

(3) No liquor, whether spirituous, vinous or fermented, shall be sold or be allowed to be sold on said premises.

(4) Said premises shall not be used or be permitted to be used for any business purposes and no noxious or offensive activities shall be carried on upon any part of said premises nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

(5) No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any one residential lot other than one detached single family dwelling and an attached private garage building of not more than 3 car capacity or an attached car-port. This restriction shall be construed to prohibit the erection of a duplex, income bungalow, tenement or other building designed or altered to be occupied by more than one family, and the maintenance and use of an outdoor privy or any other
building other than a single family residence and an attached private garage of not more than three car capacity or an attached carport.

(6) No building, structure, or basement shall be erected, placed or altered on any of said lots until the building plans, specifications, design and plot plan showing the location of such building have been approved in writing by the Building Committee designated herein as to design, quality of workmanship and materials, harmony of external design with existing structures on the lot or on other lots in said Addition, location of the building with respect to topography and finished ground elevation and the cost thereof.

(7) Garage buildings or carports shall be made an integral part of the main residence structure, and may be built to the building line as shown on said plat of WOODLAND MANOR PLAT TWO (2).

(8) No residence shall be erected on any lot which has a frontage of less than 80 feet on an abutting street or a total area of less than 10,000 square feet.

(9) No residence shall be erected having less than 1,320 square feet of floor area including finished utility room, but exclusive of porches, or, except as hereinafter provided, unfinished floor area of any nature. Up to, but not exceeding 240 square feet of an attached garage or 70 square feet of a car-port may be included in said square footage.

(10) All residence buildings erected or placed on any of said lots shall be either of the so-called "ranch type" design or of the so-called "split-level" design. The roof of all residence buildings may be at the highest point not more than 22 feet above the established grade level of the finished paved portion of the street abutting said lot at the point which is located at the intersection of nearest edge of said street and a line drawn through said highest point.
and normal to the edge of said street. However, except as otherwise expressly provided herein, no residence of more than one story shall be permitted. On all lots the grade level shall be between 8 and 14 inches above the finished paved portion of the street shown on the plat of said Woodland Manor Plat 2.

(11) No residence building of the so-called "split-level" design which building has a width on the street side of the building of less than 48 feet shall be placed or erected on any of said lots.

(12) All exterior exposed foundation areas of any residence building or attached garage placed or erected on any of said lots, which areas exceed 8 inches in height, shall be finished with face brick or stone.

(15) The entire surface of all driveways shall be paved with concrete or asphaltic concrete from the garage or car-port entrance to the curb of the street adjoining the property.

(14) No building, porch or veranda shall be erected, placed or permitted to remain on any of said lots so that any portion thereof is nearer any street than the established building set back line as shown on the recorded plat of WOODLAND MANOR PLAT TWO (2).

(15) No fence, hedge or wall that is more than 4 feet in height shall be maintained within 20 feet of any boundary line of any of said lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building set back line as shown on the recorded plat of WOODLAND MANOR PLAT TWO (2) unless approved in writing by the Building Committee designated herein. Any fence, hedge or wall that is placed on the street side of said building set back line in accordance with the approval of the Building Committee shall be of an ornamental nature and shall at all times be maintained in good repair and attractive condition. This paragraph shall not be construed to mean or as having reference to shrubs, shrubbery, trees, plants, flowers, flower beds, statuary, fountains, and similar ornamentation unless they are used as a complete enclosure such as a fence or wall.
(16) No portion of any lot on the street side of the building set back line as shown on said plat of WOODLAND MANOR PLAT TWO (2) shall be used for any purpose other than that of lawn, provided however, this covenant shall not be construed to prohibit walks, shrubs, drives, shrubbery, ornamental plants, flowers, flower beds, statuary, trees, fountains and similar ornamentation or to prohibit fences which have been approved and are maintained as herein provided, but shall be construed to prohibit the planting or maintaining of vegetables, grains or weeds thereon.

(17) No trash burner, outdoor fireplace or other device expelling gases shall be placed within 10 feet of any adjoining lot or lots.

(18) Said premises shall not be used for any mercantile, manufacturing, storage, or business purpose, nor same to be used for a boarding house, rooming house, public or private hospital, or for any infirmary purposes, said premises being expressly restricted to single-family residential purposes as herein provided.

(19) Said premises shall not be used for the storage of automobiles, trailers, scrap, iron, wood, building materials, paper, glass or reclamation product or material, except that during the period a building is being erected upon any lot, building materials may be stored on such lot. However, any building materials not incorporated into said building within 30 days after its delivery to such lot shall be removed therefrom.

(20) No tent, house car, trailer, or other similar device, and no temporary structure, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time for living purposes or as a residence either temporarily or permanently. Any tent, house car, trailer or similar housing device, if maintained on said premises shall be housed in a garage building.
(21) Other than two house dogs, one house cat and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl on any lot is expressly prohibited.

(22) No weeds, underbrush or unsightly object of any kind shall be placed or suffered to remain upon any part of said premises.

(23) No sod, dirt or gravel shall be removed from any lot without the written approval of the Building Committee designated herein.

(24) No cesspool, septic tank and field or filter bed, privy vault or open cistern shall be maintained on said premises, and no pool which may be a menace to the health of adjoining lot owners shall be maintained.

(25) The Building Committee shall be composed of Donald H. Kennedy, Robert H. Keitzman and Robert W. Gibson. Any action or consent required or permitted to be taken or given by said Building Committee may be taken or given on the approval of a majority of the members of said committee. A majority of said committee may designate a representative to act for it. Any or all members of said committee, including any member appointed or designated as hereinafter provided, may be removed from said committee at any time upon a written notice signed by the owners of 19 or more of the lots in said WOODLAND MANOR PLAT TWO (2) and filed for record with the Recorder of Lucas County, Ohio. In the event of the death or resignation of any original or successive member of said committee, or in the event of his incompetency or inability to serve, then and in the event, the remaining member or members shall appoint his successor and shall file a certificate evidencing such appointment with the Recorder of Lucas County, Ohio. In the event of the removal of any member of said committee by any lot owners as herein provided and in the event the remaining member or members shall fail to fill any vacancy as herein provided, the
owners of said lots shall designate a successor by an instrument signed by the owners of 15 or more of said lots and filed with the Recorder of Lucas County, Ohio. No successive committee member or members shall act until the certificate or instrument evidencing his or their appointment or designation has been filed with the Recorder of Lucas County, Ohio. No member of said committee shall be entitled to compensation for services rendered as a member of said committee.

(26) The Building Committee's approval or disapproval as required in these covenants shall be in writing. Failure of said Building Committee or its designated representative to act shall in no event be construed or interpreted as an approval or as a waiver of any of the requirements of these covenants and restrictions.

(27) There is hereby reserved and granted to said ACORN DESIGNING CO., and its successors and assigns, a perpetual easement and right to use and permit the use of the utility easement shown on the recorded plat of WOODLAND MANOR PLAT TWO (2) for the construction, installation and maintenance of public or quasi-public utility facilities, both below and above ground, for the use and benefit of adjacent and neighboring premises, together with the right to enter upon said premises for the purpose of constructing, installing, repairing or maintaining such facilities.

(28) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.

(29) All transfers and conveyances of lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, said ACORN DESIGNING CO. has caused these presents to be executed by its duly authorized officers and said LEONARD THYER and AMELIA P. THYER, husband and wife, have heretounto set their hands this 10th day of October, 1959.
(Signed) ACORN DESIGNING CO.
By Ralph G. Rule, President
By Robert W. Gibson, Secretary
Leonard Thyer
Amelia P. Thyer

Four witnesses, two as to each signature.
Acknowledged October 16th 1959 by Acorn Designing Co., by
said officers, by authority of its Board of Directors, in Lucas County,
Ohio, before a Notary Public, State of Ohio (Seal).

Acknowledged October 16th 1959 by Leonard Thyer and Amelia P.
Thyer, husband and wife, before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 20th 1959 and recorded in Volume
1949 of Mortgages, page 398.