WOODLAND MANOR - PLAT I

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DECLARATION OF RESTRICTIONS

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

All of the lots (being lots number 1 to 26, both inclusive) in WOODLAND MANOR PLAT I, 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, does hereby declare and stipulate that all of said lots in WOODLAND MANOR PLAT I, shall be and shall hereafter be conveyed by it and its successors 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 said ACORN DESIGNING CO., and all persons claiming under or through it until the First day of July, A.D. 1985, 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 written instruments 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 Recorder.

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

(3) No liquor whether spirituous, vineous, 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) Said lots shall be described and known as residential lots; no structure shall be erected on any one residential lot other than one detached single family dwelling and or a private garage building of not more than three car capacity. This restriction shall be construed to prohibit the erection of a duplex, income bungalow, tenement, flat or other building designed or altered to be occupied
by more than one family or the maintenance and use of an outdoor privy or any other building other than a single family residence and a private garage of not more than three car capacity except as otherwise in this paragraph provided.

(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, location of the building with respect to topography and finished ground elevation and the cost thereof. Said Building Committee shall be composed of three members, Jack W. Conaway, Donald H. Kennedy, and Robert G. Boatfield. Any or all members of said committee may be removed from said committee at any time upon written notice signed by the owners of 2/3 of said lots. In case of death or resignation of any member of said committee, or in the event of his incompetency or inability to serve then in "'
t or either event, the remaining member or members shall appoint a successor. In the event of the removal of any member of said committee by the 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 a majority of the owners of said lots, but such new committee member or members shall not act until there shall have been filed with the Recorder of Lucas County, Ohio, an instrument in writing proving their election by a majority of the then owners of said lots. No member of said committee shall be entitled to compensation for services rendered in connection with this paragraph.

(7) Garage buildings 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 I.

(8) No residence shall be erected on any lot which has less than a frontage of 75 feet on an abutting street or less than a total of 10,000 square feet.

(9) All residence buildings erected on any of said lots shall be ranch type, the roof of which may be at the highest point not to exceed 20 feet from grade level of said lot and no residence shall be erected having less than 1,240 square feet of floor area including finished utility room, but exclusive of porches, or unfinished floor area of any nature. Up to, but not exceeding 240 square feet of an attached garage may be included in said square footage. On all lots grade level shall be between 8 to 14 inches above the finished paved portion of the streets shown on plats.

(10) 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 is expressly prohibited in said addition or subdivision.

(11) 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 herein expressly restricted to single-family residential purposes only as aforesaid.

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

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

(14) No fences, hedge or wall shall be maintained within 20 feet of any line of said lot that is more than 4 feet in height. 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 said plat of WOODLAND MANOR PLAT I unless approved in writing by the Building Committee. Any fence, hedge or wall that is placed on the street side of the building set back line as shown on the plat of WOODLAND MANOR PLAT I shall be of an ornamental nature. This paragraph shall not be construed to mean 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.

(15) No portion of any lot on the street side of the building set back line as shown on said plat of WOODLAND MANOR PLAT I 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, but shall be construed to prohibit the planting or maintaining of vegetables, grains or weeds thereon.

(16) No porch or veranda shall be placed on said lots so that any portion thereof shall be nearer any street, avenue or road than the established building set back line as shown on the plat of WOODLAND MANOR PLAT I.

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

(18) There is hereby reserved to grantors, their heirs, successors and assigns the perpetual easement right-of-way for public utility purposes shown on the recorded plat of WOODLAND MANOR PLAT I, and said right-of-way is reserved, as aforesaid, for telephone lines, service lines, electric lines, water and other 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 laying, installing, repairing, relaying, and maintaining the same.

(19) No sod, dirt or gravel shall be removed from the said premises without the written approval of the committee designated in number 6 herein.

(20) No cesspool, privy vault or open cistern shall be maintained on said premises, nor any pool which may be a menace to the health of adjoining lot owners.

(21) No tent, house car, trailer or other similar housing device shall be used for living purposes on said premises.

(22) Any tent, house car, trailer or other similar housing device if maintained on said premises shall be housed in a garage building.
(23) That all transfers and conveyances of lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said ACORN DESIGNING CO. has caused these presents to be executed by its duly authorized officers this 8th day of July, A. D., 1955.

ACORN DESIGNING CO.

(with corporate seal) By: Ralph G. Rule, President

By: Robert W. Gibson, Secretary

Two witnesses.

Acknowledged July 8, 1955 by said Company, by said Officers, before a Notary Public, Lucas County, Ohio (seal).

Received for record August 10, 1955 and recorded in Volume 1746 of Mortgages, page 263.