WOODLEY ESTATES

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DECLARATION OF RESTRICTIONS

WHEREAS, John K. Arnold and Ellen J. Arnold are the owners of the following described real estate:

Lots Numbers One (1) to Fourteen (14) inclusive in WOODLEY ESTATES, an Addition in Washington Township, Lucas County, Ohio;

and

WHEREAS, John K. Arnold and Ellen J. Arnold desires to establish a general plan for the development of said Woodley Estates which will be for their own benefit and the benefit of all future owners or occupants of all or any part of said premises:

NOW, THEREFORE, the owners, in consideration of the enhancement in the value of said property by reason of the adoption of the Restrictions hereinafter set forth, do for themselves, their heirs and assigns, hereby declare and stipulate that said lots shall be conveyed by them, and Conditions:

1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes and only one residence for occupancy by a single family may be erected. Such single family dwelling to be erected shall include a one, two or three car garage for private use only and said garage shall conform architecturally to the dwelling house.

2. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat. No building shall be located nearer than ten (10) feet to the rear lot line.

3. ARCHITECTURAL CONTROL.

No dwelling, fence, hedge, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable
or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all oil tanks must be buried below ground level.

4. ARCHITECTURAL CONTROL COMMITTEE.

Said Architectural Control Committee shall be composed of John K. Arnold and Ellen J. Arnold until such time as said Owners have conveyed to others 50 per cent of the lots in said Addition, at which time said Committee shall be composed of three lot owners and John K. Arnold and Ellen J. Arnold. John K. Arnold and Ellen J. Arnold shall have charge of and keep all records of said Committee. The lot owners to serve on said Committee shall be elected by a vote of the then record owners of a majority of said lots. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor in absence of action by the lot owners.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the Office of the Arnold Realty Company. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

5. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat over the rear 5 feet of each lot.

6. NUISANCES.

No animal, fowl or livestock of any kind shall be kept or harbored on any lot in said Addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in this Addition.

7. MISCELLANEOUS RESTRICTIONS.

(A) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Addition as residence.
(B) No office, whether commercial or professional, shall be erected or maintained in any residence in said Addition, but the same shall be used for residential purposes only and not otherwise.

(C) No boats, trucks, or trailers shall be stored or parked in the yards or on the driveways of any of said lots in this Addition.

(D) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose to be kept at the rear of the residence.

(E) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards on portable laundry dryers. No laundry shall be hung for drying on Sundays or other legal holidays.

(F) No sign of any character shall be erected, posted or displayed upon or about any lot in said Addition without the written permission of the Architectural Control Committee.

(G) **RIGHT TO MODIFY.**

John K. Arnold and Ellen J. Arnold may, with the consent of three-fourths (3/4) of the owners of record of said lots, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Addition.

(H) **DURATION AND RENEWAL.**

All the covenants, agreements, easements, reservations and restrictions contained herein shall be in force until January 1, 1983, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless waived or modified in writing by the then owners of 3/4 of the lots. Said modification of these Restrictions to be effective must be recorded prior to the expiration date.

In Witness Whereof, John K. Arnold and Ellen J. Arnold have caused Declaration to be signed this 30th day of July, 1959.

Signed by John K. Arnold and Ellen J. Arnold.

2 witnesses.

Acknowledged 7/30/59 before a Notary Public, Lucas County, Ohio (Seal).

Received for record August 10, 1959 and recorded in Volume 1940 of mortgages, Page 23h.