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DECLARATION OF RESTRICTIONS

WHEREAS, HENRY Z. NOWAKOWSKI, hereinafter called "Developer", is the owner and developer of all lots in Zenon Woods, a Subdivision in the City of Sylvania, Lucas County, Ohio, designated on Plat recorded in Volume 82 at Page's 21-24, Lucas County, Ohio Record of Plats, and

WHEREAS, said Developer desires to establish a general plan.

NOW, THEREFORE, said Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does, for himself, his heirs and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Zenon Woods, a Subdivision in the City of Sylvania, Lucas County, Ohio, shall hereafter be conveyed by him, his heirs and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall, to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. These covenants and restrictions are to run with the land and shall be binding upon said Developer, and all persons claiming under or through him until the 1st day of January, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least a majority of the lots in said subdivision. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least a majority 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 operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (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. All lots in said subdivision shall be known and described as residential lots. All lots in said subdivision, except lot number 9, shall be used and occupied solely and exclusively for single-family residence purposes and not more than one (1) single-family residence dwelling shall be erected on any one of said lots, together with a private garage or other accessory structures.

Lot number 9 may be used and occupied for two family dwelling purposes. Nothing herein contained shall be construed to prevent the purchase of two or more adjoining lots by a single owner and erection of a single-residence dwelling on the parcel created by the joining of said lots.

4. Each single-family dwelling shall have a minimum square footage of livable area on the foundation, exclusive of porches, of 1300 square feet for all one-story homes, of 900 square feet for all one and one-half story homes, and of 700 square feet for all two-story homes.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure, or driveway or other structure of any sort shall be erected, placed, or maintained, on any such residential lot in said subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use and material of construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the developer, or his heirs and assigns, and a true copy thereof permanently lodged with the developer, or his heirs and assigns. All such plans and specifications must be prepared by a competent architect or draftsman.

6. In requiring the submission of detailed plans and specifications as herein set forth, the Developer has in mind the development of said subdivision
as an architecturally harmonious, artistic and desirable residential subdivision
and in approving or withholding his approval of any detailed plans and specifications so submitted, the developer, or his heirs and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said subdivision as a whole and any determination made by the developer, or his heirs and assigns, in good faith shall be binding on all parties in interest.

7. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (5) above, shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines, shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be required by the appropriate regulations of the City of Sylvania. Fences along side lot lines shall not exceed 4 feet in height, and fences along rear lot lines shall not exceed 6 feet in height.

8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

9. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in (5) above.
10. Any truck, boat, bus, tent, housecar, trailer or other similar
housing device, if stored on any said lot, shall be housed within a garage building,
except that a motorhome, recreational vehicle or boat regularly used as such, may
be stored, when not in use, in the rear yard of said lot.

11. Said premises shall not be used for the storage of automobiles,
trailers, scrap, scrap iron, water, paper or glass, or any reclamation products,
or material, except that during the period a structure is being erected upon any
such lot, building materials to be used in the construction of such structure may
be stored thereon, provided, however, any building material not incorporated in
said structure within 90 days after its delivery to such lot, shall be removed
therefrom. All structures must be completed by an owner within 1 year of the
date of the beginning of the construction thereof. No sod, dirt, or gravel other
than that incidental to construction of approved structures, shall be removed from
said lots without the written approval of the developer, or his successors and
assigns.

12. No portion of any lot nearer to any street than the building set-
back line or lines shown upon the recorded plat of said subdivision shall be used
for any purpose other than that of a lawn, provided, however, this covenant
shall not be construed to prevent the use of such portion of said lot for walks,
drives, trees, shrubbery, flowers, flower beds or ornamental plants, which
shall first have been approved as provided in (5) above for the purpose of
beautifying said lot, but shall be construed to prohibit the planting or maintaining
of vegetables and grains thereon.

13. No animals, rabbits or poultry of any kind, character or species
or fowl or livestock, shall be kept upon or maintained on any part of any lot or
tract. Developer reserves the right to adopt reasonable regulations governing
the keeping within any dwelling house of domestic dogs, cats or other household
pets, calculated not to become and not becoming a nuisance to the owners or In-
habitants of Zenon Woods.

14. No weeds, underbrush, or other unsightly growths or objects
of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within 20 feet of any adjoining lot line.

15. Developer, or his heirs and assigns, shall have the right in the event of any action or condition which the developer or his heirs and assigns determine to be in violation of these restrictions to enter the property on which such violation is deemed by him to exist and to summarily abate and remove at the expense of the owner thereof the structure or condition deemed by him to be in violation hereof, and said developer or his heirs and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal or liable for damages by reason thereof to any person whosoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in or consent to any continuing, further or succeeding violation hereof. If, in the opinion of the developer by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, developer may permit a variation which will, in his judgment, be in keeping with the maintenance of this subdivision as a desirable residential subdivision for single-family residences only, except as otherwise stated with reference to lot number 9.

16. Developer, or his heirs and assigns, shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development.

17. All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the developer, his heirs and assigns.

18. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot without written permission of the developer, or his heirs and assigns, and developer, or his heirs and assigns,
shall have the right, and discretion, to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

19. Upon the erection and occupancy of dwellings on 15 of the lots in said subdivision, developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the Zenon Woods Association (or a name similar thereto containing the words "Zenon Woods"), and upon the formation of such association, every owner of a lot in said subdivision shall become a member thereof and each such owner shall be entitled to one vote on matters submitted to a vote of members for each such lot owned by such owner, provided, however, that where title to a lot is in more than one owner, such co-owners acting jointly shall be entitled to but one vote for each lot so owned. Upon formation of said association, developer may designate said association as his successor and assign by a properly executed instrument recorded with the Recorder's Office, Lucas County, Ohio, whereupon said association shall succeed to all the powers, rights and obligations of developer hereunder.

20. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

21. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

22. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may
now or hereafter front or abut.

IN WITNESS WHEREOF, said HENRY Z. NOWAKOWSKI, the owner and developer of all lots in the aforesaid subdivision, has subscribed his name hereto on September 17, 1979, and JEAN NOWAKOWSKI, his wife, has subscribed her name hereto for the purpose of subordinating her dower interest to these restrictions.

Witnesses:

[Signatures]

Henry Z. Nowakowski
Jean Nowakowski

STATE OF OHIO  
COUNTY OF LUCAS

Before me, a Notary Public within and for said County, personally appeared Henry Z. Nowakowski and Jean Nowakowski, husband and wife, who acknowledged the signing of the foregoing Declaration of Restrictions as their voluntary act and deed, this ______________ day of ______________, 1979.

[Signature]

Roland E. Morris
Notary Public

Received for record September 19, 1979 at 10:26 A.M. in Mortgage Record 79-1048006, Lucas County, Ohio Records.