

STONEHENGE

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DECLARATION OF RESTRICTIONS

WHEREAS, Cavalear Development Company, an Ohio Corporation, hereinafter called "Developer", is the owner in fee simple of that part of the southwest 1/4 of the southwest 1/4 of Section 15, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, designated on plat recorded in Volume 64, at page 33, Lucas County, Ohio Record of Plats, as STONEHENGE, a Subdivision in the City of Sylvania, Lucas County, Ohio; and

WHEREAS, said Developer, an Ohio Corporation, desires to establish a general plan for the development of said Stonehenge, and to establish restrictions upon the manner of use, improvement and enjoyment of lots number 8 through 67 in said Subdivision which will make said lots more attractive and protect the present and future owners of said lots in the enjoyment of their use.

NOW, THEREFORE, said Developer, in consideration of the enhancement in the value of said property by reason of the adopting of the restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare, covenant and stipulate that lots numbers 8 through 67 as shown on the recorded plat of Stonehenge, a Subdivision in the City of Sylvania, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. The covenants and restrictions are to run with the land and shall be binding upon said Developer, and all persons claiming under or through Developer until the 1st day of January, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least two-thirds of lots numbers 8 through 67 in said Stonehenge. Such changes shall be by instrument setting forth

said changes and acknowledged by the then owners of at least two-thirds 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 paragraph 1 above, shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. Such lots shall be known and described as multiple dwelling lots. A building site may be composed of one or more lots or parts of lots assembled into a comprehensive plan for a multiple dwelling use.

4. Any number of units may be included in one building provided that density, height, side line restrictions, etc., are not violated.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure or other structure of any sort shall be erected, placed or maintained on such lots in said Stonehenge, 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 therefor, 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, its successors and assigns, and a true copy thereof permanently lodged with the Developer, its successors or 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, Developer has in mind the development of such lots in Stonehenge as an architecturally harmonious, artistic and desirable multi-family subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Developer, its successors or 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 such lots in said Stonehenge as a whole and any determination made by the Developer, its successors or 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 paragraph 5 above shall be erected, placed or maintained on any such site 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 lot nearer to any side lot line or rear lot line than shall be determined by the Developer, its successors or assigns, in writing, at the time of the approval of the plans and specifications for such structure.

8. No portion of any site shall be used or permitted to be used for any noxious, offensive or unreasonably disturbing activity which would be carried on upon any part of said Stonehenge, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said Stonehenge.

9. No well for gas, water, oil or other substance shall, at any time, be erected, placed or maintained on any of such lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided in paragraph 5 above.

10. 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 Stonehenge. No dwelling erected in said Stonehenge 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 paragraph 5 above.

11. 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.

12. 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 construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (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, its successors or assigns.

13. No portion of any lot nearer to any street than the building setback 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, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 5 above for the purpose of beautifying said lots, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

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. No dog, cat, other pet or animal shall be kept or maintained within any unit in this Subdivision, except with specific written approval of the Developer, its successors or assigns.

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

17. Every owner of any lot in Stonehenge shall install a sidewalk upon his lot within two (2) years from the date of the acceptance of the improvements by the City Council of Sylvania. Plans and specifications for such sidewalk must be approved as provided in paragraph 5 above.

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, its successors or assigns, and Developer, its successors or 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 sale of more than seventy-five per cent (75%) in area of Lots numbers 8 through 67 in Stonehenge, the Developer shall transfer the management of the recreational and entrance areas to an association formed by the owners of such lots. The association shall maintain such areas and the expense therefor shall be prorated among the owners of such lots based upon the amount of square footage contained in such lots numbers 8 through 67. Such maintenance fees shall be a lien upon each lot until paid in full by the respective lot owner.

20. The following side line, lot area per family unit, and off-street parking restrictions upon Lots numbers 8 through 67 are hereby adopted by the Developer:

a. Any building constructed upon a single lot shall be limited to a width of eighty per cent (80%) of the width of the lot at the building line and each family unit in such building shall have allocated to it a minimum of 2,600 square feet of ground space.

b. Any building constructed upon two (2) lots shall be limited to a width of eighty-three per cent (83%) of the width of the two (2) lots at the building line and each family unit in such building shall have allocated to it a minimum of 2,400 square feet of ground space.

c. Any building constructed upon three (3) or more lots shall be limited to a width of eighty-five per cent (85%) of the width of such three (3) or more lots at the building line and each family unit in such building shall have allocated to it a minimum of 2,200 square feet of ground space.

d. Irrespective of the provisions of paragraphs a, b and c hereinabove, if more than one building is constructed on one (1), two (2), three (3) or more lots having 2,600 square feet of ground space allocated to each family unit, then only ten (10) feet of free space on each side of such plat shall be required.

e. No required side yard as provided by paragraphs a, b and c hereinabove shall be divided as to each side in a ratio greater than three to two. That is, one of the side yards may not be less than forty per cent (40%) of the total yard required.

f. Off-street parking will be required on all building sites in a ratio of not less than 1 1/2 car spaces per dwelling unit. Each parking space shall contain 200 square feet of space exclusive of drive-ways. All side yard parking spaces which are uncovered shall be properly screened from the street. Proper plans for such screening must be approved in writing by the Developer, its successors or assigns, prior to installation thereof. No off-street parking will be approved between the street and the building set back line shown on the plat of Stonehenge.

21. The location of any and all driveways shall be determined by the Developer, its successors or assigns, in writing at the time of the approval of the plans and specifications for each building. No driveway shall be located, relocated or suffered to remain upon the lots in Stonchenge, except as determined in writing by the Developer, its successors or assigns. Complete specifications for construction of each driveway shall be submitted to the Developer, its successors or assigns, and its approval thereof endorsed thereon in writing.

22. No clothes, sheets, laundry, blankets or other articles shall be hung out or exposed on any part of the premises or from any part of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays prior to ten o'clock A.M.

23. 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 dwelling. The restrictions under this section shall apply with full force and effect, notwithstanding any requirement of any political subdivision or municipality of which Stonchenge may be or become a part, that residents place garbage cans outside or near the street for garbage collection. In the event that such requirement is deemed a necessary conditions of garbage collection by such political subdivision or municipality, the Developer, for itself, its successors and assigns, reserves the right to require property owners to subscribed to private collection that does not require the placing of garbage cans outside or near the street for collection.

24. The Developer, for itself, its successors and assigns, reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to

the intent and meaning of the provisions hereof as interpreted by the Developer, its successors or assigns. The Developer, its successors or assigns, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Developer, its successors or assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Developer, its successors or assigns, shall at any and all times have the right to enforce the same.

25. All transfers and conveyances of each and every lot of said Stonehenge shall be made subject to these covenants and restrictions. Any other person or persons owning any lot in said Stonehenge 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.

THE TOLEDO TRUST COMPANY, the holder of a first mortgage lien upon the subject premises by virtue of a mortgage recorded in Volume 2303 at page 510, of the Lucas County, Ohio Mortgage Records, hereby joins in the execution of this Declaration of Restrictions for the purpose of consenting to the adoption of the same.

IN WITNESS WHEREOF, said Cavalear Development Company has caused its corporate name to be subscribed to these presents by its President and Secretary this 22nd day of January, 1970 and The Toledo Trust Company has caused its corporate name to be subscribed to these presents by its Vice President and Vice President this 22nd day of January, 1970.

Four witnesses. Two as to each signature.

Signed and acknowledged by Cavalear Development Company, by Robert Cavalear, President and Thomas R. Conklin, Secretary, January 22, 1970 before a Notary Public, Lucas County, Ohio (seal).

Signed and acknowledged by The Toledo Trust Company, by
J. L. Clinger, Vice President and D. E. Breese, Vice President,
January 22, 1970, before a Notary Public, Lucas County, Ohio (seal).

Received for record February 5, 1970 at 10:14 A.M. and
recorded in Volume 2309 of Mortgages, page 672.