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Phil Copeland

Lucas County Recorder

REST

**AFFIDAVIT FOR RECORDING
OF AMENDED AND RESTATED
DECLARATIONS OF RESTRICTIONS
FOR LOTS 1 – 121, INCLUSIVE IN
SLEEPY HOLLOW PLATS I, II, AND III
FOR SLEEPY HOLLOW PROPERTY OWNERS ASSOCIATION, INC.**

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The undersigned, Marcus Hansen, first being duly sworn deposes and says from personal knowledge as follows:

1. Sleepy Hollow Property Owners Association, Inc. is an Ohio not-for-profit corporation ("**Association**").

2. I am the President of Sleepy Hollow Property Owners Association, Inc.

3. The Association's members are the owners of all residential lots located in Sleepy Hollow Plat I, a subdivision in the Village of Sylvania, Lucas County, Ohio ("**Plat I**"), and Sleepy Hollow Plat II, a subdivision in the Village of Sylvania, Lucas County, Ohio ("**Plat II**") and Sleepy Hollow Plat III, a subdivision in the Village of Sylvania, Lucas County, Ohio ("**Plat III**"). Plats I, II and III may herein be collectively referred to as "**Sleepy Hollow**".

4. The lots contained in Plats I, II, and III are residential lots and are subject to certain Declaration of Restrictions recorded as follows: The lots in Plat I are subject to a certain Declaration of Restrictions dated July 6, 1961 filed for record July 6, 1961 and recorded in Volume 2014, beginning at Page 46, of the Lucas County, Ohio Recorder's Record of Mortgages ("**Plat I Restrictions**"). The

lots in Plat II are subject to a certain Declaration of Restrictions dated October 17, 1962 filed for record October 17, 1962 and recorded in Volume 2059, beginning at Page 194 of the Lucas County, Ohio Recorder's Record of Mortgages ("**Plat II Restrictions**"). The lots in Plat III are subject to a certain Declaration of Restrictions dated August 24, 1965 filed for record August 25, 1965 and recorded in Volume 2159, beginning at Page 44 of the Lucas County, Ohio Recorder's Record of Mortgages ("**Plat III Restrictions**"), herein collectively referred to as the "**Restrictions**".

5. The Restrictions have been rerecorded by document recorded with the Lucas County, Ohio Recorder on October 19, 2015 at Deed Record 2015-1019-0044011.

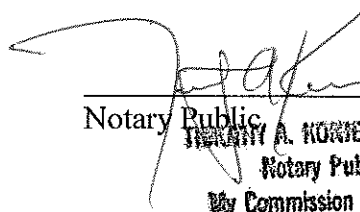
6. The Restrictions are subject to amendment by owners of no less than 3/4 of all lots contained in Plats I, II, and III.

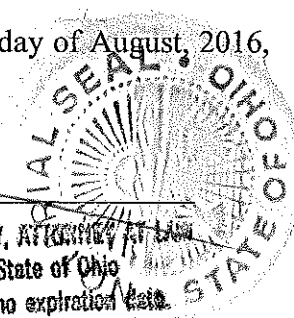
7. The owners of no less than 3/4 of all lots in Plats I, II, and III have consented to amend and restate the Restrictions, in their entirety, to read as set forth on attached **Exhibit A ("Amended and Restated Restrictions")**.

AFFIANT FURTHER SAYETH NAUGHT

Signed: Marcus J. Hansen
Marcus Hansen

Sworn to before me and subscribed in my presence this 19th day of August, 2016,
by Marcus Hansen.


Notary Public
TIMOTHY A. KONIECZNY, ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission has no expiration date.
(Section 147.03 R.C.)



MAILED This Instrument was Prepared By:
Coy & Konieczny, LLC
Timothy A. Konieczny, Esq.
405 Madison Ave., Suite 700
Toledo, OH 43604

EXHIBIT A
TO AFFIDAVIT FOR RECORDING

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

As to Plats 1, 2, and 3
IN SLEEPY HOLLOW
A Subdivision in the City of
Sylvania, Lucas County, Ohio

Sleepy Hollow, a Subdivision in the City of Sylvania, Lucas County, Ohio, has been platted into three plats, Numbered 1, 2, and 3 consisting of 121 lots; (each a "**Lot**" and if more than one, "**Lots**") and common areas and parks pursuant to Plats recorded at Lucas County Recorder's Office at Plat Vol. 59 Page 32; Vol. 60 Page 19; and Vol. 61 Page 75 (each a **Plat**" and if more than one, "**Plats**"). All three Plats may also be collectively referred to herein as "**Sleepy Hollow**".

Each of said Plats are subject to the same set of Declaration of Restrictions; recorded in the Lucas County Recorder's record of Mortgages at Vol. 2014 Page 46; Vol. 2059 Page 194; and Vol. 2159 Page 44 (collectively herein the "**Original Restrictions**").

All 121 of said Lots have been sold by the original developers, subject to the Original Restrictions for the said Plats.

The owners of the Lots have created the Sleepy Hollow Property Owners Association, Inc., an Ohio non-profit corporation with the Ohio Secretary of State, the members of which are the owners of all Lots in all three Plats of Sleepy Hollow, the purpose of which is to provide for the betterment of Sleepy Hollow, represent the residents of Sleepy Hollow before governmental officials, to promote the general welfare of the residents of Sleepy Hollow, and to take other such actions as is required or desirable for the protection and betterment of Sleepy Hollow, and for other purposes as permitted in its corporate documents ("**Owners Association**"). The Owners Association is the assignee of the rights of the original developers (John Browning, Robert Browning, Harvey Jones, Schneider Toledo Corporation, and Lawrence Place Corporation).

The Original Restrictions on each Lot provide that the Owners Association may, with the consent of three-quarters (3/4) of the owners of record of said Lots, annul, waive, change or modify any of the covenants, reservations and restrictions contained in the Declarations of Restrictions.

The Owners Association, having the consent of three-quarters (3/4) of the owners of record of all Lots in all three Plats, in consideration of these premises and in consideration of the enhancement and value of the above described land, and to afford the owners and purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of all three Plats as an architectural, harmonious, artistic, desirable residential district for the owners, their heirs, their successors and assigns do hereby change, modify, amend and restate in their entireties the Original Restrictions as they apply to all 121 Lots and common areas and parks in all three Plats to read as set forth hereinafter and do hereby declare and stipulate that each Lot in each of the Plats sold, conveyed, or transferred after the recording hereof with the Lucas County, Ohio Recorder, ("**Record Date**") including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions:

ARTICLE I: LAND USE AND BUILDING TYPE

- 1.1 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 dwellings to be erected shall be confined to one story, one and one-half story and two story buildings and shall include a two or three car attached garage for private use only and said garage shall conform architecturally to the dwelling house. Any plans for new construction must be submitted to the Architectural Control Committee for approval. No Lot or any part thereof shall be used for any nonresidential purpose. A single-family residence located on any Lot shall contain not less than 2,200 total square feet of space – exclusive of porches, decks, basement and garage. A single-family residence of more than one story shall contain not less than 2,200 total square feet – exclusive of porches, decks, basement and garage of which no less than 1,000 square feet shall be located on the first floor.
- 1.2 No portion of any Lot or structure thereon shall be used or permitted to be used for any commercial business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of Sleepy Hollow, nor shall anything be done thereon which may be or become an annoyance or nuisance in Sleepy Hollow.
- 1.3 No trailer, basement, tent, shack, garage, barn, mobile home, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily, or permanently, in Sleepy Hollow. No dwelling erected in Sleepy Hollow shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor.

- 1.4 No unsightly weeds, underbrush or other object of any kind shall be permitted to grow or remain on any part of a Lot. This paragraph 1.4 shall be construed to prohibit the planting or maintaining of farm crops or grains on any Lots. Vegetable gardens not to exceed 5% of the Lot area are permitted in the rear yard.
- 1.5 No Lot may be leased at any time. Any Lot owner engaged in leasing a Lot in violation of the foregoing as of the Record Date hereof shall be allowed to continue leasing same until said current lease term expires (excluding any extension thereof agreed to after such Record Date).
- 1.6 Notwithstanding any other provision of these Restrictions, any use of any Lot existing upon Record Date which is in compliance with the Original Restrictions shall be "grandfathered" from any varying terms and conditions contained in these restrictions (herein a "**Grandfathered Condition**"). At such time as the Grandfathered Condition ceases for a period of three (3) or more consecutive months (whether due to a change in the use of any such Lot, as significant remodeling or repair of a building, the destruction, razing, or removal of any Grandfathered Condition (or otherwise), such exemption of the Grandfathered Condition from the terms of these Restrictions shall cease.

ARTICLE II: BUILDING LOCATION

- 2.1 No building shall be located on any Lot nearer to the Lot line than the minimum building set back lines as shown on the recorded Plat. All or some buildings may be located beyond set back lines shown on recorded Plat if the Architectural Control Committee deems is desirable. No one or one and one-half story building shall be nearer than ten (10) feet to any side Lot line and no two story building shall be nearer than fourteen (14) feet to any side Lot line.

ARTICLE III: ARCHITECTURAL CONTROL

- 3.1 No dwelling, swimming pool, fence, hedge, sign (other than a customary two (2) sided non-illuminated sign advertising a Lot to be for sale which does not have more than 10 square feet of surface area on either side), wall, grading, planting of any character (except as expressly permitted herein), or other structure shall be commenced, erected, or maintained, nor shall any alteration (except normal maintenance and removal of damaged improvements and/or diseased, dead, or damaged trees), addition or change be made on said Lot, or to the buildings located on said Lot until the plans and specifications of said improvements, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location, 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 (herein "**Committee**"). The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not in compliance with the terms of these Restrictions or suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, the Committee 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 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.

- 3.2 The Committee shall set all house grades. All roofs on residences on any Lot shall be gable or hip type construction with minimum pitch of three (3) inches in twelve (12) inches. Maximum ridge height for two story building to be twenty-eight (28) feet above first floor level. Nothing herein contained, however, shall be construed as preventing the planting of trees, or shrubbery and the growing of flowers or ornamental plants for the purpose of beautifying a Lot, but no unsightly objects shall be allowed placed, or suffered to remain thereon.
- 3.3 The Committee shall be composed of a minimum of three (3) Lot owners. The Lot owners to serve on said Committee shall be appointed annually by the Trustees/Directors of the Sleepy Hollow Property Owners Association. In the event of death or resignation of any member of the Committee, the Trustees/Directors shall have full authority to designate a successor to serve the unexpired term.
- 3.4 It is the intent of these Restrictions that Sleepy Hollow be maintained as an architecturally harmonious and desirable residential subdivision. Any determination made by the Committee in good faith, shall be binding on all parties in interest. The Committee, at its option, may require that the plans for any structures or other improvements be accompanied by a reasonable application fee to be applied by the Committee toward the costs associated with its review of any such plans.

ARTICLE IV: EASEMENTS

- 4.1 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats.

ARTICLE V: NUISANCES

- 5.1 Except as set forth herein, no animal, fowl, or livestock of any kind shall be kept or harbored on any Lot. The keeping within any dwelling house of domestic dogs, domestic cats, or other common domestic pets is hereby permitted, so long as such domestic pets do not become a nuisance to the owners or occupiers of Lots.

ARTICLE VI: MISCELLANEOUS RESTRICTIONS

- 6.1 No boats, commercial trucks, or trailers shall be stored or parked in the yards or on driveways of any said Lot for more than two (2) days.
- 6.2 No debris, garbage, or rubbish shall be permitted on any of the Lots, except as may be stored in an approved sanitary container made for that purpose to be buried or kept in garage or basement (except that same may be placed at the curb of a Lot one day before a scheduled pick-up for same and shall be removed from the curb within a reasonable time after collection thereof).
- 6.3 No clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of Sleepy Hollow except in the rear yards on portable laundry dryers.
- 6.4 Except as permitted in Section 3.1, no sign of any character shall be erected, posted, or displayed upon or about any Lot without the written permission of the Committee.
- 6.5 No detached garage or any other building of any other type shall be erected, placed, or suffered to remain on any part of any Lot, except a dwelling including attached garage, as set forth in sections 1.1 and 3.1 hereof.
- 6.6 No grantee or successor in title shall subdivide or convey less than the whole of any Lot without first obtaining the written consent of the Sleepy Hollow Property Owners Association.
- 6.7 In all instances where plans and specifications are required to be submitted to and are approved by the Committee, subsequent thereto there shall be no variance in the actual construction and location of any alteration or addition, fence, well, hedge, or roadway. Any such variance shall be deemed a violation of these Restrictions.
- 6.8 The location of air conditioning units on a Lot shall be approved by the Committee.

- 6.9 Prior to construction of any fence of any type, the location, composition, design, and dimensions of same must be submitted to the Committee for approval and shall not be erected until the Lot owner has obtained the approval of same by the Committee. Wood split-rail fences consisting of two or three rails installed no more than 42 inches high are generally permitted in rear and side yards.
- 6.10 All residence dwellings shall have a metal mailbox surrounded by wooden housing as approved by the United States Postal Service and the Committee. Each such mailbox shall be maintained on a wooden post or stand and shall be constructed as to be architecturally harmonious, artistic, and desirable for Sleepy Hollow as determined, in good faith, by the Committee. Wood mailboxes and posts should be painted with earth tone light brown, non-glossy finish or equivalent color. Bare metal mailboxes, plastic mailboxes, or plastic newspaper delivery tubes on a simple metal post shall expressly not be deemed in compliance with these provisions. In the event any such non-conforming mailbox is constructed or maintained on any Lot or any such mailbox becomes in disrepair and therefore not in compliance with these provisions, such failure to comply may be enforced as provided in these restrictions including enforcement by Sleepy Hollow Property Owners Association.
- 6.11 Except as expressly permitted herein, there shall be no so called "satellite dishes" or other similar devices for the reception or transmission of electronic communication on any Lot outside of a permitted structure. Notwithstanding the foregoing, a single such device measuring not more than thirty-six (36) inches in diameter may be located in the rear yard of a Lot and attached to, or immediately adjacent to, a residence and situated or attractively screened by a permitted fence or shrubbery such that it is not readily visible from the street which fronts such Lot.

ARTICLE VII: PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

- 7.1 Sleepy Hollow Property Owners Association, Inc. has been incorporated as an Ohio not for profit corporation, with every owner of a Lot in Sleepy Hollow automatically a member thereof, entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the Plats, this Declaration of Restrictions and the Articles of Incorporation and Code of Regulations of such Association, as any of the foregoing may be amended. A copy of the Code of Regulations, as currently in effect, has been recorded with the Lucas County, Ohio Recorder at 20151019-0044011.

- 7.2 Each Lot owner shall be entitled to one (1) vote for each Lot owned and where title to a Lot is jointly owned, such co-owners acting jointly shall be entitled to only one (1) vote.
- 7.3 The Owners Association, by vote of seventy five percent (75%) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the subdivision, and for the health, comfort, safety and general welfare of its residents. The Owners Association shall maintain the boulevard areas within the dedicated roadways at the entrance to Sleepy Hollow, and cul-de-sacs of Sleepy Hollow as shown on the recorded Plats.
- 7.4 The Owners Association shall collect and disburse funds which its Board of Trustees/Directors ("**Board**") determines, from time to time, to be for the general benefit of the owners of all Lots and as required to carry out the purposed herein set forth.
- 7.5 The Owners Association shall enforce all provisions of the Plats, these Restrictions, and the regulations promulgated by it with respect to the use and occupancy of Lots.
- 7.6 In carrying out its purposes, the Owners Association may impose upon each Lot and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the Board or members of the Owners Association.
- 7.7 Each annual assessment shall become a lien against each Lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by the Board or a majority of the membership during the calendar year for which the assessment is levied and a notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.
- 7.8 A notice of lien shall identify the Lot, the year and amount of the annual assessment, and be executed by the President of the Association, with the formalities then required to record a lien against real estate in Lucas County, Ohio. Such lien shall be subordinate to the lien of any real estate mortgage on any Lot recorded prior to recording of the aforesaid notice of lien. The sale or transfer of any Lot pursuant to any judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such Lot from liability for assessments thereafter becoming due or payable or from the lien

thereof. A Notice of Lien in substantially the following form shall suffice for purposes of establishing a lien hereunder:

NOTICE OF LIEN

Notice is hereby given that the Sleepy Hollow Property Owners Association, Inc. claims a lien for unpaid annual assessments for the year _____ in the amount \$ _____ against the following described premises.

Lot No. _____ in Sleepy Hollow Plat _____, a subdivision in the City of Sylvania, Lucas County, Ohio as recorded at Lucas County, Ohio Recorder's Record of Plats Vol. _____, Page _____.

Signed: _____
Sleepy Hollow Property Owners Association, Inc.
By: _____
Its: President

State of Ohio)
) SS:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, President of Sleepy Hollow Property Owners Association, Inc. on behalf of the Association.

Notary Public

In addition to the obligation to pay the assessments as set forth herein, in the event any owner of a Lot fails to timely pay any such assessment, the Association may recover from such non-paying Lot owner, in addition to the amount of the lien, the costs of collection therefor (including, but not limited to court costs and attorney fees) together with interest at the rate of 8% per annum compounded annually from the date of such filing of Notice of Lien until the date of payment therefor.

7.9

Any Lot owner may request and upon payment of the reasonable expense therefore, shall receive, from the Secretary of the Association, a certificate setting forth whether all assessments have been paid for such owner's Lot and the total amount of any unpaid assessments.

ARTICLE VIII: ENFORCEMENT

- 8.1 Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Association, or any person or person owning any Lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violating.
- 8.2 Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of Lots in Sleepy Hollow shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
- 8.3 All transfers and conveyances of each and every Lot shall be made subject to these covenants and restrictions.
- 8.4 Any notice required to be sent to any owner of a Lot or to the Committee, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to any member of the Committee as such address appears on the applicable public records or on the records of the Association or Committee.
- 8.5 The rights, privileges and powers granted by this Declaration of Restrictions to, or reserved by, the Sleepy Hollow Property Owners Association, shall be assignable and shall inure to the benefit of the successors and assigns of the Association.
- 8.6 The Association shall have the right to construe and interpret these Restrictions, and its construction or interpretation in good faith, shall be final and binding as to all persons and property benefited or bound by such Restrictions.
- 8.7 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

ARTICLE IX: RIGHT TO MODIFY

- 9.1 Sleepy Hollow Property Owners Association may with the consent of three-quarters (3/4) of the owners of record of said Lots, annul, waive, change, modify or amend any of the covenants, reservations and restrictions herein contained.

ARTICLE X: DURATION AND RENEWAL

- 10.1 All of the covenants, agreements, easements, reservations, limitations, restrictions and conditions contained herein are to run with the land and be binding on all parties and persons and those claiming under them and shall be in force until January 1, 2027 after which time said covenants, agreements, easements, reservations, limitations and restrictions shall be automatically renewed for ten (10) years unless waived or modified in writing by the then owners of record of three-quarters (3/4) of the L. Said modifications of these Restrictions to be effective must be recorded prior to the expiration date.

ARTICLE XI: CONSTRUCTION

- 11.1 All the restrictions herein contained shall be construed together, but if it shall be held that any restrictions, or any part thereof, is invalid or unenforceable for any reason whatsoever, no other restriction of any part thereof, shall be affected or impaired. The word "Restrictions" as used herein, shall include the restrictions, covenants, conditions, limitations, reservations, easements, and agreements stated in this Declaration.