ANN ACRES
PLAT 3

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in Washington Township, Lucas County, Ohio, to wit:

Lots twenty-three (23) through thirty-five (35) in ANN ACRES, PLAT THREE, a Subdivision in Washington Township, Lucas County, Ohio, are desirous of establishing certain restrictions upon the manner of use, improvement, and enjoyment of said lots and parcels of real estate.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said real estate and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Ann Acres should be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until January 1, 1985, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless and until such time, within a period of six (6) months immediately preceding the expiration of the original term of said restrictions or any successive term, the then owners of a majority of said lots shall have elected in writing to change, in whole or in part, or to terminate these restrictions, and shall have placed said election of record.
2. If the owners, their heirs, successors or assigns shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association, or corporation owning, having any interest in, or composed of the owners of any of the lots or portions of lots in Ann Acres to prosecute proceedings at law or in equity against the person, persons, firm, association, or corporation violating or attempting to violate these covenants and either to prevent him, or them, from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants shall in no way affect any other provision of this declaration.

4. No buildings of any kind shall be placed upon lots, subdivision of lots, or portions thereof, except residential buildings and the necessary and property outbuildings used in connection therewith. No trailer, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portions of Ann Acres as a residence either temporarily or permanently.

5. All lots, subdivision of lots, and portions of Ann Acres shall be used for single-family residential purposes only, excepting Lots thirty-two (32), thirty-three (33), thirty-four (34), and thirty-five (35) which may be used for multiple family residential purposes.

6. No trade, business, profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on, or conducted thereon.

7. The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling is expressly prohibited.

8. No building, sign or fence shall be erected, placed or altered on any building, plot, lot or site in Ann Acres unless approval of the plans, specifications, and plot plan therefore showing the location of such building, sign or fence has first been approved in writing, both as to conformity and harmony to external design with
the desired structures to be erected in Ann Acres and as to the location of such proposed building or fence with respect to topography and landscaping, by a majority of the Ann Acres Architectural Committee, which committee shall consist of Donald G. Huebner and Natalie G. Huebner, and such other persons as a majority of said committee may, from time to time, elect to fill vacancies created in said Committee. The decisions of said Committee in granting or denying approval shall be final and binding upon all owners of any part of Ann Acres during the term of these restrictions or any extension thereof.

In Witness Whereof, the said owners, Huebner Development Co. and Huebner Construction Co., both Ohio Corporations, have caused their corporate names to be subscribed this 20th day of November, A.D., One Thousand Nine Hundred Sixty-one.

(Signed) Huebner Development Co.

By Donald G. Huebner, President
Natalie G. Huebner, Secretary
Huebner Construction Co.

By Donald G. Huebner, President
Natalie G. Huebner, Secretary

Two witnesses.

Acknowledged November 20, 1961 by said Corporation by said officers by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (Seal).

Received for record December 12, 1961 and recorded in Volume 2030 of Mortgages, page 114.