This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS
APPLICABLE TO LOTS IN ANTHONY
MAIN VILLAGE PLAT 1, AN ADDITION
IN THE CITY OF WACO, LUCAS
COUNTY, OHIO.

Scholz Development Corp., an Ohio Corporation, hereinafter referred to as the "Company", the owner in fee simple of all the lots in Anthony Wayne Village Plat 1, an Addition in the City of Wacoo, Lucas County, Ohio, hereinafter referred to as "Plat 1", desires to and does hereby make known the restrictions, conditions, covenants and agreements subject to which all of said lots in said Plat 1 are owned by said Company, and subject to which all said lots shall be conveyed by said Company, its successors and assigns.

Said Restrictions, conditions, covenants and agreements are as follows:

1. Building lines for the lots in said Plat 1 are designated on the recorded plat thereof. No building, or any part thereof shall be erected, or maintained on any part of said lots closer to any street than said building lines; provided, however, that unenclosed porches may extend not more than ten feet beyond said building lines.

2. A minimum free or open space of not less than five feet shall be maintained on each side of every plot built upon, which free or open space shall extend the full depth of the plot and no part of any building shall encroach upon such free space.

3. All building plots in said Plat 1 shall be used for residence purposes only, and no more than one residence for occupancy by one family shall be built upon any one building plot.

4. No basement or garage shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

5. There shall not be erected, permitted or maintained on any lot in said Plat 1, any stable, cattle yard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, sheep, goats, cattle or other live stock or noxious, dangerous or offensive thing, whether of the character of those herein enumerated or otherwise, be permitted or maintained thereon.

6. No building, fence, wall, sign, or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which have been submitted to the Company, its successors or assigns.
and the Company's approval thereof has been endorsed thereon in writing.

7. The Company hereby reserves for itself and its successors and assigns the right to use and permit the use of those portions of said Plat 1, designated on the recorded plat thereof as reservations, rights of way, streets, lanes and boulevards for the construction and maintenance of public or quasi-public utilities or functions.

8. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company, and/or the owner of any land included in said Plat 1, and failure by the Company or any land owner, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

9. The Company hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, easements and agreements herein contained, as to any part of said Plat 1 then owned by the Company, provided that the Company first obtains the consent of the owners of a majority of the lots in said Plat 1.

10. All the restrictions herein contained shall be construed together, but if it shall be held that any restriction, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restrictions, or any part thereof, shall be affected or impaired.

11. The aforesaid restrictions shall be in full force and effect until the first day of January, 1985, and shall continue in full force and effect after January 1, 1985 until such time as the owners of not less than 51% of the lots in said Plat 1 shall sign, execute, acknowledge and file for record appropriate instruments in writing, altering, amending, or terminating such restrictions.

Arnold Y. Aronoff, unmarried, and Rosann Fuhrman, married, have a mortgage lien against said Plat 1, are fully advised of the nature and extent of the foregoing Declaration of Restrictions and by their execution of this Declaration, have consented to the adoption thereof. Charles Fuhrman is the husband of Rosann Fuhrman and also consents to the adoption of the foregoing Declaration of Restrictions.

IN TESTIMONY WHEREOF, Schola Development Corp., by Donald J. Scholtz, its President, and Daniel W. Sydnor, its Secretary, thereto duly authorized, has hereunto set its hand and Arnold Y. Aronoff, Rosann Fuhrman and Charles Fuhrman, have hereunto
set their hands this 30th day of April, 1956.

SCHOLZ DEVELOPMENT CORP.,
By Donald J. Scholz, President,
By Daniel M. Sydlaske, Secretary
Arnold Y. Aronoff,
Rosann Fuhrman,
Charles Fuhrman.

Acknowledged April 30, 1956, by all parties thereto, before a Notary Public,
Lucas County, Ohio, (Seal).

Received for record May 25, 1956 at 8:55 A.M., and recorded in Volume 1793
of Mortgages, page 53.

NOTE: Mortgage referred to in above restrictions has since been released of record.