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DECLARATION OF RESTRICTIONS AS
TO BAYBERRY ADDITION, PLAT TWO, VILLAGE
OF WATERVILLE, LUCAS COUNTY, OHIO.

PART A. Preamble

Whereas, Bayberry Development Corporation is the owner of the following described real estate:

Bayberry Addition, Plat Two, Village of Waterville, Lucas County, Ohio.

which is laid out into lots as per plat recorded in Volume 55, at pages 85 and 86 of the Plat Records of Lucas County, Ohio; and

Whereas, Bayberry Development Corporation desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of said real estate, certain restrictions with respect to the use thereof;

Now, therefore, Bayberry Development Corporation, as the owner of said real estate and for the purposes aforesaid, hereby declares as follows:

Part B. Area of Application

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Bayberry Addition, Plat Two, Village of Waterville, Lucas County, Ohio.

Part C. Residential Area Covenants

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected,
placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 960 square feet for a one-story dwelling.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot near than 5 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon
another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Part D. Architectural Control Committee

D-1. MEMBERSHIP. The architectural control committee is composed of Virgil P. Hanifan, Waterville, Ohio, Alvin N. Haulund, 455 Spitzer Building, Toledo, Ohio, and James W. Proctor, 455 Spitzer Building, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change
the membership of the committee or to withdraw from the committee
or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as
required in these covenants shall be in writing. In the event the
committee, or its designated representative, fails to approve or
disapprove within 30 days after plans and specifications have been
submitted to it, or in any event, if no suit to enjoin the construction
has been commenced prior to the completion thereof, approval will not
be required and the related covenants shall be deemed to have been
fully complied with.

Part E. General Provisions.

E-1. TERM. These covenants are to run with the land and shall
be binding on all parties and all persons claiming under them for a
period of 25 years from the date these covenants are recorded, after
which time said covenants shall be automatically extended for
successive periods of 10 years unless an instrument signed by a
majority of the then owners of the lots has been recorded, agreeing
to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law
or in equity against any person or persons violating or attempting
to violate any covenant either to restrain violation or to recover
damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants
by judgment or court order shall in no wise affect any of the other
provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said Bayberry Development Corporation
has caused its corporate name to be subscribed to these presents
by its President and Secretary this 21st day of March, 1957.

BAYBERRY DEVELOPMENT CORPORATION
By Virgil P. Hanifan, President
Two witnesses. By Alvin N. Haulund, Secretary

Acknowledged March 21, 1957 by said Company by said
Officers by authority of its Board of Directors, before a Notary
Public, Lucas County, Ohio, (Seal).

Received for record March 26, 1957 and recorded in Volume
1836 of Mortgages, page 577.