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DECLARATION OF RESTRICTIONS
AS TO
BEACHWOOD ESTATES PLAT I & II
A SUBDIVISION IN THE CITY OF OREGON, LUCAS COUNTY, OHIO

This Declaration, made and entered into by Beach Development, Inc., an Ohio corporation, this 26th day of March 1972.

WITNESSETH:

WHEREAS, Beach Development, Inc. holds title in fee simple to a certain parcel of land, situated in the City of Oregon, Lucas County, Ohio, hereinafter referred to as "Beachwood Estates" and described as follows:

Lots 1 through 130, inclusive, in Beachwood Estates, PLAT I and II, a Subdivision in the City of Oregon, Lucas County, Ohio; and

WHEREAS, Beach Development, Inc. has caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into separate lots numbered consecutively from 1 to 130, inclusive, which said subdivision is known and hereinafter referred to as Beachwood Estates Plat I and II.

2. The dedication to public use of certain streets and ways therein; and

3. The reservation of certain easements therein for the installation and maintenance of public utility services; and

WHEREAS, Beach Development, Inc. desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Beachwood Estates, certain easements and rights in, over and to Beachwood Estates and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Beachwood Estates and to impose hereby certain restrictions on such lots in said Beachwood Estates;

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford 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 said Beachwood Estates as an architecturally harmonious, artistic, and desirable residence district, Beach Development, Inc., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Beachwood Estates hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

ARTICLE ONE

SECTION 1: All lots in Beachwood Estates shall be known and described as residential lots and shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants, and no other than one, single family, private residence purpose building, including attached garage (hereinafter for convenience called "dwelling"), shall be erected, reconstructed, placed or suffered to remain thereon, and no part of any lot in Beachwood Estates shall be used for any non-residential purpose, except as otherwise provided herein, or as specifically permitted by the provisions of Section 18 hereof. Multiple dwelling lots facing Seaman Street, numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 123, 124, 125, 126, 127, 128, 129, 130, shall be exempt from the above single family restrictions as herein before mentioned, but all other provisions shall be strictly followed.

SECTION 2: Beach Development, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the plat of Beachwood Estates, designated as utility rights-of-way, for the construction, operation and maintenance of electric power and communications lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the
necessary incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Beachwood Estates, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

SECTION 3: Beach Development, Inc. reserved the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

SECTION 4: Beach Development, Inc. reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix and grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

SECTION 5: No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by Beach Development, Inc. in writing at the time of the approval of the Plans and Specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections therefrom.

SECTION 6: No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or
suffered to remain on said lots, nor shall any change, addition to
or alteration therein affecting outward appearance thereof be made
unless erected, maintained, changed, added to or altered in accordance
with detailed Plans and Specifications thereof showing the size,
location, grade elevations, type, style of architecture, cost, use
and materials of construction thereof, the color scheme thereof, and
the grading plan of lot, which detailed Plans and Specifications shall
have been first permanently lodged with and approved in writing by
Beach Development, Inc., its successors or assigns.
SECTION 7: No dwelling shall be erected, reconstructed, placed or
suffered to remain upon said lots having a floor area (excluding
garage and basement) less than 1200 square feet, unless in the opinion
of Beach Development, Inc. the plan submitted is both of such design
merit and sufficient cost to merit approval regardless of floor area;
and no dwelling shall be erected, reconstructed, placed or suffered to
remain upon said lots unless (in addition to the floor area above
specified and required) said dwelling shall include an attached garage
of not less than 400 square feet.
SECTION 8: No portion of the within described premises nearer to any
street than the building set back line or lines shown upon the recorded
plat of said subdivision shall be used for any purpose other than that
of lawn. Nothing herein contained, however, shall be construed as
preventing the use of such portion of said premises for walks (and
drives if otherwise permitted), the planting of trees or shrubbery,
and the growing of flowers or ornamental plants for the purpose of
beautifying said premises, but no unsightly objects shall be allowed,
placed or suffered to remain thereon. No fence, hedge, wall, or
enclosure of any kind, for any purpose, shall be erected, placed or
suffered to remain upon said premises until the written consent of Beach
Development, Inc. shall have been first obtained therefore, and to be
subject to the terms and conditions of said consent as to its type,
height, width, color, upkeep and any general conditions pertaining thereto that said consent may name so that the same may conform to the general plan.

SECTION 9: No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well of gas or oil shall, at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No recreational equipment such as basketball court backboard, or gas meter, and no advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of Beach Development, Inc. first having been obtained. The right is reserved by Beach Development, Inc. to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

SECTION 10: No animals, or poultry, of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lots or tract. Beach Development, Inc. reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become a nuisance to the owners or inhabitants of Beachwood Estates.

SECTION 11: No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers or a revolving type
not higher than seven feet from the ground. No laundry shall be hung for drying on Sundays or legal holidays; no laundry of any kind, or other articles, shall be exposed or hung for drying at any time of any front porch or in the front of any building. No power yard equipment, such as power mowers and power shears, shall be used by anyone on Sundays or legal holidays until after 10:00 A.M.

SECTION 12: All rubbish, and debris, combustible and non combustible, and all garbage shall be stored in enclosed container, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage, may from time to time, be established by Beach Development, Inc., its successors or assigns.

SECTION 13: No boat, trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Beachwood Estates, except that a boat may be stored in the garage completely hidden from view. No trailer, tent, shack, barn, housecar, greenhouse, tree house, or out building of any type will be permitted in Beachwood Estates.

SECTION 14: No dwelling erected in said Beachwood Estates shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed Plans and Specifications therefor. All approved structures must be completed by an owner within one year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated with the structure within ninety days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Beach Development, Inc.
SECTION 15: No detached garage or tool house shall be erected, placed or suffered to remain on any part of said lots, except a dwelling including attached garage, plans for which shall have been submitted and approved and which shall be erected in conformity with each and all of the restrictions contained in this Declaration of Restrictions.

SECTION 16: Provision for the construction of a sidewalk, which shall be of concrete construction four feet wide by at least four inches in depth, shall be included in each and every contract for the construction of a residence. Such sidewalk shall be located at the point on the lot as shown on the Plat of the Subdivision, and its construction must be completed within three months after the occupancy of any residence. No so called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of eight feet in width.

SECTION 17: The parcel of land upon which a dwelling is to be constructed and/or maintained, together with the land adjacent thereto and used on conjunction therewith, any include one lot or part of one, two or more lots delineated on the recorded plat of Beachwood Estates, but only with the written consent of Beach Development, Inc.

SECTION 18: In all instances where Plans and Specifications are required to be submitted to and are approved by Beach Development, Inc., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 19: All lot owners shall use sod for front yards within thirty days after exterior of house is completed.

ARTICLE TWO

SECTION 1: Upon the completion of sale of not less than eighty five percent of the lots in Beachwood Estates, Beach Development, Inc. may cause a non profit corporation to be incorporated under the laws of the
State of Ohio, to be called "Beachwood Estates Property Owners' Association, Inc.", or a name similar thereto, and upon such non-profit corporation being formed, every owner of a full building site in Beachwood Estates shall become a member of such non-profit corporation, and each such member, including Beach Development, Inc., shall be entitled to one vote for each lot owned by him or it on each matter submitted to a vote of the members; PROVIDED, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

SECTION 2. Upon said non-profit corporation being fully formed and officers and directors thereof elected, Beach Development, Inc., by instrument in writing in the nature of an assignment shall transfer to said non-profit corporation the rights, privileges and powers herein retained with respect to the restrictions herein established, which said assignment shall be recorded in the Office of the Recorder of Deeds, of Lucas County, Ohio.

SECTION 3. The said non-profit corporation, by vote of two-thirds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE THREE

Section 1. Each grantee of Beach Development, Inc., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictions, rights, and powers of Beach Development, Inc. created or reserved by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, regardless of how
acquired, and inure to the benefit of such owner, in like manner
as though the provisions of this Declaration were recited and
stipulated at length in each and every deed of conveyance. The
violation of any restriction or condition or the breach of any
covenant or provision herein contained shall give Beach Development,
Inc., its successors or assigns, the right (a) to enter upon the
land upon which, or as to which, such violation or breach exists,
and to summarily abate and remove, at the expense of the owner of said
lot or lots, any structure, thing or condition that may exist thereon
contrary to the intent and meaning of the provisions hereof, as
interpreted by Beach Development, Inc., and Beach Development, Inc.,
or its successors or assigns, or its agents, shall not thereby be
deemed guilty of any manner of trespass; or (b) to enjoin, abate
or remedy by appropriate legal proceedings, either in law or equity,
the continuance of any breach.
Section 2. All restrictions, covenants, conditions, agreements and
other provisions herein contained shall be deemed subject to and
subordinate to all mortgages or deeds of trust in the nature of a
mortgage now or hereafter executed, encumbering any of the real
property herein described, and none of said restrictions, covenants,
conditions, agreements or other provisions shall supersede or in any
way reduce the security or affect the validity of any such mortgage
or deed of trust in the nature of a mortgage. It is distinctly
understood and agreed, however, that if any portion of said property
is acquired in lieu of foreclosure of any mortgage, or under the
provisions of any deed of trust in the nature of a mortgage, or under
any judicial sale, any purchaser at such sale, his heirs, successors
or assigns, shall hold any and all property so purchased or acquired
subject to all the restrictions, covenants, conditions, agreements
and other provisions of this Declarations.
Section 3. None of the restrictions imposed hereby shall be subrogated
or waived by any failure to enforce the provisions hereof, no matter
how many violations or breaches may occur.
Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction of provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Beach Development, Inc. reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 3 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Beach Development, Inc. or by the corporation formed pursuant to Article Two hereof, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by Beach Development, Inc. shall be assignable and shall insure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Beach Development, Inc. has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

Beach Development, Inc.

By L. H. Beach, President

Two witnesses. Karl J. Pankratz, Secretary

Sworn to and subscribed in my presence this 21st day of August, 1973.

Edward A. Holewinski
Notary Public, State of Ohio (Seal)

Received for record August 21st 1973 at 3:44 P.M., and recorded in Volume 2729 of Mortgages, page 5.