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

This Declaration, made and entered into by Robert J. Lloyd and Esther J. Lloyd, husband and wife, this 7th day of April, 1975.

WITNESSETH:

WHEREAS, Robert J. Lloyd and Esther J. Lloyd hold 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, Plat II" and described as follows:

Lots Nos. 74 through 130 both inclusive in Beachwood Estates Plat II, a Subdivision in the City of Oregon, Lucas County, Ohio, and

WHEREAS, Robert J. Lloyd and Esther J. Lloyd have caused a plat of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into 56 separate lots numbered consecutively from 74 to 130, inclusive, which said subdivision is known and hereinafter referred to as Beachwood Estates Plat 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, Robert J. Lloyd and Esther J. Lloyd desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Beachwood Estates Plat II, certain easements and rights in, over and to Beachwood Estates Plat II and certain restrictions upon the manner of use, improvement and
enjoyment of the aforementioned lots in Beachwood Estates Plat II and to impose hereby certain restrictions on such lots in said Beachwood Estates Plat II;

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 Plat II as an architecturally harmonious, artistic, and desirable residence district, Robert J. Lloyd and Esther J. Lloyd, the owners, for themselves, their successors and assigns, do hereby declare and stipulate that each lot in said Beachwood Estates Plat II 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 Plat II 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 Plat II 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 123, 124, and 125, shall be exempt from the above single family restrictions as herein before mentioned, but all other provisions shall be strictly followed.
SECTION 2: Robert J. Lloyd and Esther J. Lloyd reserve to themselves, their heirs 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 Plat II, 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 of the property in Beachwood Estates Plat II, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

SECTION 3: Robert J. Lloyd and Esther J. Lloyd 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: Robert J. Lloyd and Esther J. Lloyd 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 Robert J. Lloyd and Esther J. Lloyd 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 Robert J. Lloyd and Esther J. Lloyd, their heirs 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 Robert J. Lloyd and Esther J. Lloyd 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 Robert J. Lloyd and Esther J. Lloyd 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 spiritous, 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 Robert J. Lloyd and Esther J. Lloyd first having been obtained. The right is reserved by Robert J. Lloyd and Esther J. Lloyd 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. Robert J. Lloyd and Esther J. Lloyd reserve 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 Plat II.

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 the time from 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 Robert J. Lloyd and Esther J. Lloyd, their heirs and 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 Plat II, except that a boat may be stored in the garage completely hidden from view. No trailer, tent, shack, barn, house, car, greenhouse, tree house, or out building of any type will be permitted in Beachwood Estates Plat II.

SECTION 14: No dwelling erected in said Beachwood Estates Plat II 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 Robert J. Lloyd and Esther J. Lloyd.

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 in conjunction therewith, may include one lot or part of one, two or more lots delineated on the recorded plat of Beachwood Estates Plat II, but only with the written consent of Robert J. Lloyd and Esther J. Lloyd.

SECTION 18: In all instances where Plans and Specifications are required to be submitted to and are approved by Robert J. Lloyd and Esther J. Lloyd, 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 Plat II, Robert J. Lloyd and Esther J. Lloyd may cause a non profit corporation to be incorporated under the laws of the State of Ohio, to be called "Beachwood Estates Plat II Property Owners' Association, Inc.", or a name similar thereto, and upon such nonprofit corporation being formed, every owner of a full building site in Beachwood Estates Plat II shall become a member of such non profit corporation, and each such member, including Robert J. Lloyd and Esther J. Lloyd, 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, Robert J. Lloyd and Esther J. Lloyd, 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 Robert J. Lloyd and Esther J. Lloyd, or of any trustee designated by them to convey said Lots, by the acceptance of a deed of conveyance from them or from said trustee, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictions, rights, and powers of Robert J. Lloyd and Esther J. Lloyd 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 or 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 restrictions or conditions or the breach of any covenant or provision herein contained shall give Robert J. Lloyd and Esther J. Lloyd, their heirs or
successors, 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
Robert J. Lloyd and Esther J. Lloyd, and Robert J. Lloyd and Esther
J. Lloyd, or their heirs or assigns, or their 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, agree-
ments 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: Robert J. Lloyd and Esther J. Lloyd reserve 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 Robert J. Lloyd and Esther J. Lloyd 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 Robert J. Lloyd and Esther J. Lloyd shall be assignable and shall insure to the benefit of their heirs and assigns.

IN WITNESS WHEREOF, Robert J. Lloyd and Esther J. Lloyd have caused this Declaration to be signed by them on the day and year first above written.

(Signed) Robert J. Lloyd

Two witnesses.  Esther J. Lloyd

Acknowledged April 7th 1975 in Lucas County, before a Notary Public, State of Ohio (Seal.)

Received for record April 7th 1975 at 4:08 P.M., and recorded in Volume 3024 of Mortgages, page 197.