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DECLARATION OF RESTRICTIONS
for
CANANDAIGUA HEIGHTS, PLAT II
in
MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
being the present owners of each and every of the lots in the
subdivision of the Township of Monclova, Lucas County, Ohio, known
as Canandaigua Heights, Plat II, the plat of which is recorded in
Volume 59, page 54 of the Record of Plats, Lucas County, Ohio; for
the benefit and protection of ourselves and each of the future owners
of each of the lots of said addition, and in order that there may
be established a general plan of restrictions covering the use and
occupancy of each of said lots, do hereby declare that each and every
of said lots hereinafter sold, conveyed or transferred, including
transfers by operation of law, shall be deemed to be sold, conveyed
and/or transferred subject to the following covenants, conditions,
agreements and restrictions, to-wit:

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 single-family dwelling house of not to
   exceed two stories in height; one private one or two car garage
   (which may be attached to the dwelling house if desired); and such
   other accessory buildings as may be permitted by the Building Control
   Committee. No dwelling house shall be constructed of cement or cinder
   block.

2. BUILDING 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 building
   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 set back line unless similarly approved.
   Approval shall be as provided in Paragraph 8-b herein.

3. 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
   set-back lines shown on the recorded plat. No building shall be
   located nearer than 5 feet to an interior lot line, except that said
   interior lot line restriction shall not apply to a garage or accessory
   building located on the rear one-quarter of a lot. Eaves, steps and
   open porches may extend over any set back line not more than 6 feet,
but this exception shall not be construed to permit encroachment thereof upon another lot.

4. DWELLING SIZE
No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be 1200 square feet or more.

5. EASEMENTS
Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. 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.

7. TEMPORARY STRUCTURES
No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

8. BUILDING CONTROL COMMITTEE
a. Membership. The Building Control Committee shall be composed of R. James Schmitt and Luckey Farms, Inc., until such time as the said R. James Schmitt and Luckey Farms, Inc., have conveyed to others seventy-five per cent (75%) of the lots in said addition after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a majority of said lots. 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 in the absence of action by the lot owners. 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, after said R. James Schmitt and Luckey Farms, Inc., have conveyed to others seventy-five per cent (75%) of the lots in said addition, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. Procedure. The Building Control 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 thirty days after plans and specifications have been submitted to it, then the same shall be deemed approved.
9. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

10. 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.

11. 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.

12. SIGNS
No sign of any kind shall be displayed to the public view on any lot except signs advertising the property for sale or rent, or signs used by a builder or broker to advertise the property during the construction and original sales period.

13. LIVESTOCK AND POULTRY
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. GARBAGE AND REFUSE DISPOSAL
No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinicators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. SIGHT DISTANCES AT INTERSECTIONS
No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The
provisions of this paragraph may be waived or otherwise altered
upon approval by the Building Control Committee.

16. TRAILERS
   No trailer (house-trailer) of any type shall be parked,
   kept or stored on any lot in said subdivision unless the same be
   parked, kept or stored in a garage or other accessory building which
   has been erected with the consent and approval of the Building Control
   Committee.

17. TEMPORARY RESIDENCES
   No dwelling house on any lot shall be used at any time as a
   residence or for living quarters for any persons, temporarily or other-
   wise, unless and until completely finished, both exterior and interior,
   according to the approved plan.

IN WITNESS WHEREOF, we the undersigned, as owners of the lot
lots or part thereof indicated opposite our names hereinafter, or as
the owners of any interest therein by right of dower or otherwise,
have hereunto subscribed our names and executed this Declaration of
Restrictions this 27th day of September, Nineteen Hundred and Sixty-two.

In the presence of: (Signed)

Two witnesses.

R. James Schmitt
Suzanne Schmitt

LUCKEY FARMS, INC.

R. James Schmitt, Pres.
Suzanne Schmitt, Treasurer

Acknowledged September 27, 1962 by R. James Schmitt and
Suzanne Schmitt, husband and wife, in Lucas County, Ohio, before a
Notary Public, State of Ohio, (seal).

Acknowledged September 27, 1962 by said Company, by said
Officers, by authority of its Board of Directors, in Lucas County,
Ohio, before a Notary Public, State of Ohio, (seal).

Received for record September 28, 1962 and recorded in
Volume 2057 of Mortgages, page 264.