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

Cavalear Estates Plat 2, a Subdivision in Washington Township, Lucas Co., Ohio.

WHEREAS, Barmaran Realty Company, an Ohio Corporation, herein-after called "Owner" is the owner in fee simple of that part of the northwest fractional 1/4 of Section 19, Township 9 south, Range 7 east, in Washington Township, Lucas County, Ohio, designated on plat recorded in Volume 56, pages 68, Lucas County, Ohio, Record of Plats, as Cavalear Estates Plat 2, a Subdivision in Washington Township, Lucas County, Ohio; and

WHEREAS, said Owner desires to establish a general plan for the development of said Cavalear Estates Plat 2 and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said Owner, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does, for itself, its successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Cavalear Estates Plat 2, a Subdivision in Washington Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument:

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner and all persons claiming under or through them until the 1st day of January, 1986, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by the then owners of a majority of the lots in Cavalear Estates Plat 2 it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (1) above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.
3. No liquor, whether spirituous, vinous or fermented, shall be sold or be allowed to be sold on said premises.

4. Said premises shall not be used or be permitted to be used for any business purposes or purpose, and no noxious or offensive activity shall be carried on upon any part of said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

5. All lots in Cavalear Estates Plat 2 shall be described and known as residential lots; no structure shall be placed on any such residential lot other than 1 single-family dwelling and a private garage of not more than 3 car capacity which may be made an integral part of the main residence structure.

6. No building, structure or basement shall be erected, placed or altered on any such residential lot in said Cavalear Estates Plat 2 until the building plans and specifications and a plot plan showing the location of such building have been approved in writing by the Building Committee, designated herein, as to the architectural design, size, quality and cost of such building and as to its location with respect to topography and finished ground elevation. Such committee shall be appointed by Owner and shall consist originally of Fred Christen and Robert F. Cavalear and such additional persons as may be appointed by Owner until such time as said Owner has conveyed to others all the lots in said Cavalear Estates Plat 2, after which time said committee shall be elected by a majority of the owners of said lots. New committee members shall act only after the filing with the Recorder of Lucas County, Ohio, of an instrument proving their election by a majority of the owners of said lots. No member of said committee or its duly designated representative shall be entitled to compensation.

7. Detached garages shall not be built or located nearer than 10 feet to the rear lot line nor nearer than 8 feet to the side lot line of any lot in said Cavalear Estates Plat 2.

8. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat or nearer than 8 feet to the side lot line of any of said lots.

9. Not more than 1 single-family dwelling shall be erected on any one lot as shown by the plat of said subdivision.

10. Nothing herein contained shall be construed to prevent the purchase of 2 adjoining lots by a single owner and erection of a single residence on or about the center of the parcel created by the joining of the two lots.

11. Other than 2 dogs, 2 house cats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said subdivision.
12. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single-family residential purposes only.

13. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product, or material, except that during the period a building is being erected upon any such lot, building materials may be stored thereon. However, any building material not incorporated in said building within 90 days after its delivery to such lot shall be removed therefrom. Structures must be completed by an owner within one year of the date of the beginning of construction.

14. No trash burner, outdoor fireplace or other device expelling gases shall be placed within 20 feet of any line of adjoining lots.

15. No portion of any lot between the building line designated in (8) above and any road, avenue or street, exclusive of porches, shall be used for any purpose other than that of lawn, provided, however, this covenant shall not be construed to prohibit walks, drives, shrubs, shrubbery, ornamental plants, flowers, flower beds, statuary, trees, fountains and similar ornamentation, nor an ornamental fence, hedge or wall not over 4 feet in height, but shall be construed to prohibit the planting or maintaining of vegetables, grains or weeds thereon.

16. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

17. Owner reserves to itself, its successors and assigns, a perpetual easement over a strip of land 5 feet in width over the rear 5 feet of each lot in said Cavaleer Estates Plat 2 for the construction and maintenance of public or quasi-public utilities and functions.

17. (a) Owner also reserves to itself, its successors and assigns, a perpetual easement over a strip of land 10 feet in width over the southeasterly 5 feet of lot 17 and over the northwesterly 5 feet of lot 18 in said Cavaleer Estates Plat 2 for the construction and maintenance of storm sewer lines.

18. No sod, dirt, or gravel, other than that incident to construction of permitted structures, shall be removed from said premises without the approval of the committee designated in (6) above.

19. No tent, housecar, trailer or other similar housing device shall be used for living purposes on said premises.
20. Any tent, housecar, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

21. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said Barmaran Realty Company has hereunto set its hand this 23 day of August, 1957.

BARMARAN REALTY COMPANY
By: Robert F. Cavalear, President
By: Richard G. LaValley, Secretary

Two witnesses.

Acknowledged August 23, 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 August 28, 1957 and recorded in Volume 1858 of Mortgages, page 321.

Recital contained in Deed dated September 26, 1947 and recorded in Volume 1277 of Deeds, page 522, conveying the tract of land upon which Cavalear Estates Plat 2 is laid out.

No house costing less than $7500.00 shall be erected, placed or maintained on any part of the premises above described.