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

WHEREAS, The Ohio Citizens Trust Company, Trustee, hereinafter called "Owner" is the owner in fee simple of that part of the northwest quarter of Section Twenty-four (24) and that part of the southeast quarter of the northeast quarter of Section Twenty-three (23), all in Town Nine (9) south, Range Six (6) east, in SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO, designated on plat recorded in Volume 60, at pages 1, Lucas County, Ohio, Record of Plats, as Chatham Valley, a Subdivision in Sylvania Township, Lucas County, Ohio; and

WHEREAS said Owner and Barware Realty Company, an Ohio corporation, hereinafter called "Developer" desire to establish a general plan for the development of said Chatham Valley 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 Chatham Valley, a Subdivision in Sylvania 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 Owner until the 1st day of January, 1991, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least two-thirds (2/3) of the lots in said Chatham Valley. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds (2/3) 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. All lots in Chatham Valley shall be known and described as residential lots; no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not more than three (3) car capacity which may be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool, and a tennis court. The aforesaid residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

4. Not more than one (1) single-family residence dwelling shall be erected on any one lot as shown by the plat of said subdivision. Nothing herein contained shall be construed to prevent the division of lot number 13 as shown on the plat of said subdivision into two separate lots, each of which shall thereafter be considered a separate residence lot for all purposes hereunder. Nothing herein contained shall be construed to prevent the purchase of two (2) adjoining lots by a single owner and erection of a single residence dwelling on or about the center of the parcel created by the joining of the two (2) lots.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure of other structure of any sort shall be erected, placed, or maintained, on any such residential lot in said Chatham Valley, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use, and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Developer, or its successors and assigns, and a true copy thereof permanently lodged with the Developer, or its successors and assigns. All such plans and specifications must be prepared by a competent architect or draftsman. Nothing herein contained shall apply or have any force and effect as to any changes, additions, or alterations made during the calendar year 1962 as to presently existing structures on lot number 12 and lot number 13 as shown by the plat of said subdivision.
6. In requiring the submission of detailed plans and specifications as herein set forth, Owner and Developer have in mind the development of Chatham Valley as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, the Developer, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said Chatham Valley as a whole and any determination made by the Developer, or its successors and assigns, in good faith shall be binding on all parties in interest.

7. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (5) above shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines, shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be determined by the Developer, or its successors and assigns, in writing, at the time of the approval of the plans and specifications for such structure.

8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said Chatham Valley, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said Chatham Valley.

9. No well for gas, water, oil, or other substance shall, at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided in (5) above.

10. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Chatham Valley. No dwelling erected in said Chatham Valley shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in (5) above.

11. Any truck, boat, bus, tent, housecar, trailer, or other similar housing device, if stored on any said lot, shall be housed within a garage building.
12. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the developer, or its successors and assigns.

13. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in (5) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

14. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

15. Other than two (2) dogs, two (2) housecats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said subdivision.

16. Developer, or its successors and assigns, shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development.

17. All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers, 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 the Developer, or its successors and assigns.
18. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot without written permission of the Developer, or its successors and assigns, and Developer, or its successors and assigns, shall have the right, and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

19. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said Chatham Valley may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent his or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

20. All transfers and conveyances of each and every lot of said Chatham Valley shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, said The Ohio Citizens Trust Company, Trustee, has caused its corporate name to be subscribed hereto by its duly authorized officers at the City of Toledo, Lucas County, Ohio this 28th day of May, 1962.

Signed by The Ohio Citizens Trust Company, Trustee, by Russell R. Barzner, Vice President, by Richard A. Ploch, Assistant Secretary.

Two witnesses.

Acknowledged May 28, 1962 by said Company, as Trustee, by said officers duly authorized, before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 28, 1962 at 3:45 P.M., and recorded 2044 of Mortgages, page 436.