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

FOR CHERRINGTON PLACE

WHEREAS, THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, hereinafter referred to as the Owners, hold title in fee simple to the following described parcels of land, situated in Sylvania Township, Lucas County, Ohio. to-wit:

Lots numbers fifteen (15) to thirty-two (32), both inclusive, lots numbers thirty-four (34) to forty (40), both inclusive, lots numbers seventy-nine (79) to eighty-two (82), both inclusive, and lots numbers one hundred eighty-one (181) to one hundred ninety-seven (197), both inclusive, all in: CHERRINGTON PLACE, an Addition in Sylvania Township, Lucas County, Ohio.

and said parcels are hereinafter referred to as CHERRINGTON PLACE.

NOW, THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete 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 development, improvements, use, occupancy and enjoyment of CHERRINGTON PLACE, as an architectural, harmonious, artistic and desirable residential district, The Port Lawrence Title and Trust Company, Trustee, for themselves, their successors and assigns, hereby declare that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in CHERRINGTON PLACE shall be conveyed by them, their successors and assigns, subject to these restrictions:

1. These covenants and restrictions are to run with the land and shall be binding on The Port Lawrence Title and Trust Company, Trustee, their successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until October 1, 1983, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless the owners of a majority of the front footage of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

2. All lots, subdivision of lots, and portions of CHERRINGTON PLACE shall be restricted to residence purposes only, and no building or structure of any kind shall be
erected or maintained on the premises other than a single residence designed for the use of one family only, with private garage or approved car storage area for the sole use of the occupier of said premises. Not more than one residence shall be built upon any building site which must have at least twelve thousand (12,000) square feet area.

3. No noxious or offensive trade or activity shall be carried on in CHERINGTON PLACE nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause nuisance; nor storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass, junk or any reclaimed products; nor shall said premises be used for any business or criminal purposes whatever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes. Only two (2) house dogs and one (1) house cat may be kept on any one building site.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completely finished as specified and called for in the plans and specifications thereof.

5. The kind of residential structure that shall be permitted on each lot shall be subject to the approval of the developer of the proposed lots.

6. No foundation shall be placed nearer than thirty-five (35) feet from the front line of a building site which coincides with the building lines on said plat; no foundation shall be nearer the side line of any building site than ten (10) per cent of the width of the building site; no porch shall project forward from the foundation in any manner so as to be closer than thirty-five (35) feet from the front property line; nor shall a porch be nearer the side line of any building site than ten (10) per cent of the width of the building site.

7. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or
alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and number of square feet of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by Nicholas G. Beresky, developer of the aforesaid lots, or a committee to be named by said developer, or their survivors. In the event of the resignation, death or failure to act by any member of such a committee, the remaining members shall have the power to appoint a member to succeed to any of the above. The above committee then shall serve until another committee is selected as hereinafter provided. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its opinion, for aesthetic or other reasons; and in passing upon such plans, specifications and grading plans, the committee shall have the right to take into consideration all the restrictions contained herein and shall further have the right to consider whether or not the external design, grading and the location of the buildings conform to and are harmonious with the existing buildings in said CHERINGTON PLACE and surrounding territory. In the event such person or committee shall fail to approve or disapprove such plans, specifications and grading plans within thirty (30) days after the same have been submitted, then such approval will not be required, provided however, the design of the structure, construction, and its location of the building site conforms to and is in harmony with existing buildings in CHERINGTON PLACE and restrictions contained herein. After two-thirds of the lots have been sold, the developer may appoint a committee to consist of no more than three property owners in CHERINGTON PLACE, which committee shall approve all plans and specifications according to the restrictions contained herein.

8. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by The Port Lawrence Title and Trust Company, Trustee, their successors, legal representatives and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

9. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as Lots numbers 15 to 32, both inclusive, lots numbers 34 to
40, both inclusive, lots numbers 79 to 82, both inclusive, and lots numbers 183 to 197, both inclusive, all in CERRINGTON PLACE, an Addition in Sylvania Township, Lucas County, Ohio, The Port Lawrence Title and Trust Company, Trustee, Owners, do hereby declare and establish the foregoing restrictions and covenants and execute the same this 10th day of October, 1963.

IN WITNESS WHEREOF, THE PORT LAWRENCE TITLE AND TRUST COMPANY, TRUSTEE, has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President, J. Albert Laskey, and its Secretary, M. K. Dimke, this 10th day of October, 1963.

Signed by The Port Lawrence Title and Trust Company, Trustee, by J. Albert Laskey, President and by M. K. Dimke, Secretary.

Two witnesses.

Acknowledged October 10, 1963 by said Company, as Trustee, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 10, 1963 at 4:15 P.M., and recorded in Volume 2093 of Mortgages, page 360.