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DECLARATION OF RESTRICTIONS FOR CRESTWOOD ADDITION PLAT TWO.

Declaration of Restrictions for Lots number 80 to 160, both inclusive, in Crestwood Addition, Plat Two, in the Village of Waterville, Lucas County, Ohio, duly executed on November 24th 1981 by Harlyle Development Co., Inc., an Ohio corporation, The Thyer Manufacturing Corporation, an Ohio corporation, and H. E. Reichle, Inc., an Ohio corporation, the then owners of said premises.

WHEREAS, the said Harlyle Development Co., Inc. is the owner in fee simple of Lots number 83 through 124, both inclusive, and 126 through 160, both inclusive, in said Crestwood Addition, Plat Two; and the said The Thyer Manufacturing Corporation is the owner of lots number 80, 81 and 125 in said Crestwood Addition, Plat Two; and the said H. E. Reichle, Inc. is the owner of Lot number 82 in said Crestwood Addition, Plat Two; and

Whereas, the said owners desire to make known restrictions, conditions, covenants, charges and agreements, subject to which the lots aforesaid are to be conveyed by them respectively;

NOW, THEREFORE, to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designated, the said owners hereby declare that said real estate is held by them and shall be conveyed by them subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. The said owners hereby adopt Crestwood Addition Plat Two into lots as shown on said plat and dedicate for public use the ways shown thereon and join in the utility reservations shown thereon.

2. Said lots shall be used for residence purposes only. No building shall be erected, altered, placed or permitted to remain on
any lot other than one detached single-family dwelling of either one-story, split-level, split-foyer, one and one-half story or two-story height and design, and a private garage for not more than two cars.

3. 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 "Architectural Control Committee" as to the quality of the 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 setback line unless similarly approved.

4. No dwelling shall be permitted on any lot at a cost of less than $9,000.00 based upon cost levels prevailing on the date that these covenants are recorded; it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling. The total floor area (including the main level and upper and lower levels in a split-level dwelling, the foyer level and main level and upper and lower levels in a split-foyer dwelling, and both floors in a one and one-half story and two-story dwelling) of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,140 square feet for a split-level, split-foyer, one and one-half story or a two-story dwelling.

5. No building shall be located on any lot nearer than the minimum building setback lines for front lot lines and side street lot lines as shown on the recorded plat. In any event, no building shall
be located on any lot nearer than 30 feet from the front lot line or
nearer than 25 feet from any side street lot line. No building shall
be located nearer than 5 feet to an interior lot line or in the event
any lot is split, to any building parcel line, except that no side
yard shall be required for a garage or other permitted accessory
building. For the purposes of this covenant, eaves, steps and open
porches shall not be considered as a part of a building, provided,
however, that this shall not be construed to permit any portion of a
building to encroach upon another lot. Dwellings located on corner
lots may be constructed with the front elevation facing the longest
dimensions of the corner lot and in such cases, the same requirements
that would have been applicable as minimum building setback lines if
the dwelling had been constructed with the front elevation facing the
shortest dimension of the corner lot shall nevertheless be applicable.

6. 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. No cows, horses,
chickens, or other livestock shall be kept or maintained on any of
these lots.

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

8. Notwithstanding anything herein contained to the contrary,
structures and other buildings incident to and used in connection with
the construction and/or sale of homes in the subdivision may be
erected and maintained on any lot provided that special written approval
of the "Architectural Control Committee" is obtained.

9. The "Architectural Control Committee" is composed of
Harlan E. Reichle, 133 Harlan Drive, Walbridge, Ohio, Lyle LeRoux,
1570 Glenbrook, Toledo, Ohio, and Ferdinand Seipel, Jr., 139 Harlan
Drive, Walbridge, Ohio. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The then existing Committee may, by an instrument in writing, in the nature of an assignment, vest the functions, rights and duties of the Committee in an association of home owners or any other similar group, which said assignment shall be recorded in the Office of the Recorder of Lucas County, Ohio, provided, however, that the individuals hereby constituted as members of the Committee and/or the successors designated by them shall have the conclusive right to continue to function as the Committee if they or the majority of them so desire until such time that a dwelling has been constructed on each of the aforesaid lots. The 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.
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.

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.

IN WITNESS WHEREOF, said owners, have hereunto set their hands on the day and year first above written.

Signed by HARLYLE DEVELOPMENT CO., INC., by Harlan E. Reichle, President, and by F. Seipel, Jr., Secretary; also signed by THE THYER MANUFACTURING CORPORATION, by Charles A. Fuhrman, Assistant-Secretary, and by H. E. REICHLE, INC., by H. E. Reichle, President and F. Seipel, Jr., Secretary.

Two witnesses.

Acknowledged November 24th 1961 by said corporations, by said officers, by authority of their Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 9th 1963 at 1:21 P.M., and recorded in Volume 2076 of Mortgages, page 182.