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DECLARATION OF RESTRICTIONS FOR CRESTWOOD ADDITION, PLAT III

DATED APRIL 29, 1963

Declaration of Restrictions for Lots Number 161 through 177, both inclusive, in Crestwood Addition, Plat III, in the Village of Waterville, Lucas County, Ohio, duly executed on April 29, 1963 by Harlyle Development Co., Inc., an Ohio corporation, the then owner of said premises.

WHEREAS, the said Harlyle Development Co., Inc. is the owner in fee simple of Lots Number 161 through 177, both inclusive, in said Crestwood Addition, Plat III; and

WHEREAS, the said owner desires to make known restrictions, conditions, covenants, charges and agreements, subject to which the lots aforesaid are to be conveyed by it;

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 owner hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. The said owner hereby adopts Crestwood Addition, Plat III into lots as shown on said plat and dedicates for public use the ways shown thereon and joins 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, place 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 $10,000.00 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 950 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 a 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 15 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 dimension 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. Those 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 who 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 owner has hereunto set its hand on the day and year first above written.

HARLYE DEVELOPMENT CO., INC.

By H. E. Reichle, President
F. Seipel, Jr., Secretary

Two witnesses.

Acknowledged April 29, 1963 by said Company, by said Officers, by authority of its board of directors, before a Notary Public, in Lucas County, Ohio, State of Ohio, (seal).
Received for record June 2, 1964 and recorded in Volume 2115 of Mortgages, page 338.