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DECLARATION OF PROTECTIVE COVENANTS
- - - FOR - - -
CRESTWOOD ADDITION

Crestwood Addition comprises that part of River Tract 35, Town 1, United States Reserve, in the Village of Waterville, Lucas County, Ohio, described as follows:

Beginning at the intersection of the west right-of-way line of the Toledo, St. Louis and Western Railroad; thence west along the south line of River Tract 35, a distance of 1143.74 feet; thence north 00°07' west 125.17 feet; thence north 45° west 318.05 feet; thence north 45° east 300 feet; thence north 109.28 feet; thence south 39°55'-50" east along the east-west centerline of River Tract 35, a distance of 1359.79 feet; thence south 12°03' west 120.13 feet; thence southwesterly on a curve, having a radius of 2825.9 feet, 579.29 feet to the point of beginning.

The following expressed conditions, provisions and covenants shall be made a part thereof.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and a private garage for not more than 2 cars.

2. 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 quality of 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. Approval shall be as provided an architectural control committee composed of John Dietz, R.F.D. Waterville, Ohio; Virgil P. Hanifan, R.F.D. Waterville, Ohio; and Merritt W. Green, II, Security Building, Toledo, 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

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 fully complied with.

3. 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 these covenants are recorded, it being the intention and purpose of the covenant 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 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 not be less than 950 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located closer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted
Accessory building located 75 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose 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, on a lot to encroach upon another lot. However, dwellings located on corner lots numbers 1, 2, 3, 5, 53, 54, 72, 75 and 76 may be placed within 10 feet of the rear lot line when said dwelling is built with the front elevation facing the long dimension of the lot.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No front elevation on any house constructed in said subdivision shall be repeated or duplicated more frequently than once on every adjacent five lots in said subdivision.

7. In the event that the roof lines of any five adjacent houses in said subdivision are identical, a committee, consisting of the Mayor, the Secretary of the Planning Commission and the Building Inspector of the Village of Waterville, may recommend to the builder such additional changes in the front elevation of any of said adjacent houses which it deems necessary to establish the individuality of said houses and such recommendations shall be complied with by the builder to the extent that the changes do not involve an alteration of the super-structure of said house.

8. 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.

9. 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.

10. No barns or other out-buildings shall be allowed to be erected on any of the lots of this addition without special written approval of the architectural control committee.

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

12. 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 persons or person 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, the said John Dietz, Virgil Hanifan and Merritt W. Green, II have hereunto subscribed their names; on this 10th day of May, Nineteen Hundred and Sixty.

John Dietz
Virgil P. Hanifan
Merritt W. Green, II

Two witnesses.

Sworn to and subscribed May 10, 1960 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record May 10, 1960 and recorded in Volume 1960 of Mortgages, page 156.