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ADOPTION OF "CRESTWOOD MANOR"

and

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by H. E. REICHLER, INC., an Ohio Corporation, this 29th day of June, 1972.

WITNESSETH:

WHEREAS, H. E. Reichler, Inc. is the owner of the following described real estate, situated in the Village of Waterville, Lucas County, Ohio, viz:

Lots numbers 1 through 48 inclusive in "CRESTWOOD MANOR", a subdivision in the Village of Waterville, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as "Crestwood Manor";

and

WHEREAS, H. E. Reichler, Inc. desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Crestwood Manor, certain easements and rights in, over and to Crestwood Manor, and certain restrictions with respect to the use thereof,

NOW THEREFORE, H. E. Reichler, Inc. as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style of architecture, use, the materials on construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwelling shall have been approved in writing by H. E. Reichler, Inc., its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with H. E. Reichler, Inc., and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.
Section 2. Said premises shall be used and occupied solely and exclusively for private residence purposes by families, including family servants, and no other than private residence purpose building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

Section 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, near the front or street line or lines than the building set-back line or lines shown upon the plat of said subdivision nor nearer to any side line or rear line than shall be determined by H. E. Reichle, Inc., in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said dwelling house shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Crestwood Manor, but only with the written consent of H. E. Reichle, Inc.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any such lot except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction hereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by H. E. Reichle, Inc., and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with H. E. Reichle, Inc., and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said lot. Such
garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. The location of any and all driveways shall be and remain as now established, as shall be determined by H. E. Reichle, Inc. in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said lots except as now located or determined in writing by H. E. Reichle, Inc. Complete specifications for construction of driveway shall be submitted to H. E. Reichle, Inc. and its approval thereof indorsed thereon in writing.

Section 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said lots for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains and similar ornamentalations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, or any unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purposes, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of H. E. Reichle, Inc. shall have been first obtained therefor, and to be subject to the terms and conditions of consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 7. In connection with the provisions contained in Section 4 above, it is hereby provided that if, in the opinion of H. E. Reichle,
Inc. by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, H. E. Reichle, Inc. may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 8. H. E. Reichle, Inc. reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

Section 9. H. E. Reichle, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Crestwood Manor, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Crestwood Manor, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, or no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall
the premises be used in any way or for any purpose which may endanger
the health or unreasonably disturb the quiet of the owner or owners
of any adjoining land. No pole or overhead or exposed wires, whether
for use in connection with radio, telephone, electric light or any
other purpose, and no advertising sign, billboard or other advertising
device, whether for the purpose of advertising the sale of said
premises or otherwise, shall be erected, placed or suffered to remain
upon said premises or upon or visible from the outside of said dwelling
without the consent of H. E. Reichle, Inc. first having been obtained.
Nothing herein contained shall prohibit the erection of television
towers or antennas. No recreational vehicles of any kind or descrip-
tion, boats or trailers shall be stored on the premises nor parked on
the premises for more than 72 hours. The right is reserved by H. E.
Reichle, Inc. to erect small structures and place signs on any unsold
lot or improvements thereof.

Section 11. No animals, rabbits or poultry, or any kind, character or
species of fowl or livestock, shall be kept upon or maintained on any
part of any lot or tract. H. E. Reichle, Inc. reserves the right to
adopt reasonable regulations governing the keeping within any dwelling
of domestic dogs, cats or other household pets, (limited to two per
dwelling unit) calculated not to become and not becoming a nuisance
to the owners or inhabitants of Crestwood Manor.

Section 12. No clothes, sheets, blankets or other articles shall be
hung out or exposed on any part of said premises, except in the rear
yards and then only on portable laundry dryers of a revolving type
not higher than seven feet from the ground. No more than one dryer
may be used for each dwelling house. No laundry shall be hung for
drying on Sundays or holidays. No laundry of any kind, or other
articles, shall be exposed or hung for drying at any time on any front
porch or in the front of any building. No yard equipment, including
power mowers, power shears and similar equipment shall be used by
anyone on Sundays or holidays from May 1st to October 1st of each year
prior to ten o’clock A.M.

Section 13. H. E. Reichle, Inc. reserves the sole and exclusive right
to establish grades and slopes on the premises herein described and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 14. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely screened or within the garage or dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by H. E. Reichle, Inc.

Section 15. H. E. Reichle, Inc. reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by H. E. Reichle, Inc. and H. L. Reichle, Inc. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of H. E. Reichle, Inc. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or on consent to any continuing, further or succeeding breach or violation thereof, and H. E. Reichle, Inc. shall at any and all times have the right to enforce the same.

Section 16. In all instances where plans and specifications are required to be submitted to and are approved by H. E. Reichle, Inc., if subsequent thereto there shall be any variance in the actual construction and location of any addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 17. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by H. L.
Reichle, Inc., any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of H. E. Reichle, Inc. and approved by the written powers of attorney of H. E. Reichle, Inc., as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of all residences in said Crestwood Manor, H. E. Reichle, Inc. may cause to be incorporated a non-profit corporation under the State of Ohio, to be called "Crestwood Manor Property Owners' Association", or a name similar thereto, and upon the formation of such association, every owner shall become a member thereof, and each such owner, including H. E. Reichle, Inc. shall be entitled to one vote on each matter submitted to a vote of members.

Section 2. The association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. H. E. Reichle, Inc. may, by an instrument in writing, in the nature of an assignment, vest the association, if and when formed, with the rights, privileges and powers herein retained by the said H. E. Reichle, Inc. which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of H. E. Reichle, Inc., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and powers of H. E. Reichle, Inc. and the association, created or reserved by this Declaration or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the
land and bind every owner of any interest therein, and inure to
the benefit of such owner, in like manner though the provisions
of this Declaration were recited and stipulated at length in each
and every deed of conveyance. The violation of any restriction
or condition, or the breach of any covenant or provision herein
contained shall give H. E. Reichle, Inc. or its successors or assigns
or the association, the right (a) to enter upon the land upon which,
or as to which, such violation or breach exists, and to summarily
abate and remove, at the expense of the owner of said lot or lots
any structure, thing or condition that may exist thereon contrary
to the intent and meaning of the provisions hereof, and H. E. Reichle,
Inc. or its successors or assigns, or the association, or its agents,
shall not thereby be deemed guilty of any manner of trespass; or
(b) to enjoin, abate or remedy by appropriate legal proceedings,
either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agree-
ments, and other provisions herein contained shall run with all the
land in said Crestwood Manor, and shall be binding upon all persons
(whether natural, corporate or otherwise) their heirs, executors,
administrators, successors and assigns, who hold any interest what-
soever in said Crestwood Manor, regardless of how or in what manner
said interest is acquired.

Section 3. No restrictions imposed hereby shall be abrogated or
waived by any failure to enforce the provisions hereof, no matter how
many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed, or of
any provisions hereof, or of any part of such restriction or provi-
sion, shall not impair or affect in any manner the validity, enforce-
ability or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted
by H. E. Reichle, Inc., or by the Association shall be deemed a vi-
olation of this Declaration and may be enjoined as herein provided.

Section 6. The rights, privileges, and powers herein retained by H.
E. Reichle, Inc. shall be assignable to, and shall inure to the benefit
of its successors and assigns.
IN WITNESS WHEREOF, H. E. Reichle, Inc. has caused this
Declaration to be signed by its President and Secretary on the day
and year first above written.

H. E. REICHLE, INC.
By Harlan E. Reichle, President
Barbara Reichle, Secretary

Two witnesses.
Acknowledged June 29, 1972 before a Notary Public, Lucas
County, Ohio (Seal).

The above restrictions are recorded in Volume 3515 of
Mortgages, page 167.