CRESTWYNE
ADDITION

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Deed dated June 4, 1936, received for record June 6, 1936, at 11:45 A.M., and recorded in Volume 907 of Deeds, page 108, conveying said lot No. 5 in Crestwyne Addition, contains the following restrictions:

The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions, and charges herein set forth.

In all cases these covenants, agreements, conditions, provisions, easements, restrictions and charges shall be given that interpretation or construction which will best tend toward the consummation of the general plan of the Grantor to provide sites for single dwellings, free from nuisances, and to make quiet, peaceable and attractive home sites, and toward their strict enforcement, and, if necessary, they shall be so extended or enlarges by implication as to make them fully effective.

No covenants, provisions, conditions, restrictions or recitals in any subsequent deed or deeds for said property shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as they may be made under Articles III and I of this deed.

All the restrictions herein contained shall be construed together, but, if it shall be held that any restrictions or any part of any restriction is invalid or unenforceable, no other restriction or restrictions or any part thereof shall be thereby affected or impaired.

All the restrictions herein set forth are made and created in consideration of the benefits to accrue to all of the lots in
Crestwyne Place, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, and including Lot number 9 hereby conveyed, and to the parties to this deed and to all persons who may be or become owners of any of said lots in said Crestwyne Place, and are also made and created on and for the cash consideration herein names, and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.

No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the expiration of the time mentioned in Article X hereof.

A "front street" shall be deemed the street upon which the lots abut.

The word "building" as used in this deed is intended to mean either a detached building or a block of two or more attached buildings.

The word "plot" as used in this deed is intended to mean any piece or parcel of land in said Crestwyne Place, on which the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

The words "tract", "Plat" or "tract of land" as used in this deed are each intended to mean all the land shown on and included in the Plat filed for record as heretofore stated and do not include any other or additional or contiguous land.

ARTICLE II

There shall not be erected, constructed, suffered, permitted, committed, maintained, used, or operated on any of the land included in said Plat any nuisance of any character.

Any stable, cattle yard, or pasture, fowl yard, pen or house, hog pen, privy vault or any form of privy, or any vault, and cesspool, or other receptacle for the collection and storage of liquid or
other waste matter other than the underground storage of fuel for automobiles and heating used on the premises, but not for sale nor for mercantile purposes, and other than septic tanks and catch basins, shall be conclusively deemed to be a nuisance.

Any plant, manufactory, works, shop, store, establishment or structure for the purpose of carrying on any trade or business whatsoever, shall be conclusively deemed to be a nuisance.

Any live poultry, hogs, cattle or other live stock (except the draft animals used during the development and maintenance of the property) shall be conclusively deemed to be a nuisance.

Any crematory, graveyard, jail, penitentiary, house of correction, workhouse, reformatory, house of detention, hospital, asylum, sanatorium or institution of like or kindred nature shall be conclusively deemed to be a nuisance.

No owner or occupant of any part of said Plat of land shall cause, suffer or permit thereon the emission into the open air of dark smoke, or thick gray smoke, and the emission of any such smoke shall be conclusively deemed to be a nuisance.

No soft or bituminous coal shall be used on or about any of the land in said plat unless the same is burned in a burner or furnace with an effective smoke consumer attachment which shall at all times be operating as a smoke consumer and which shall at all times prevent emanation of smoke from such coal.

No signs of any character shall be erected, posted, posted or displayed upon or about any lot in or part of said Plat.
If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used, or operated on any part of said Plat, whether public or private, whether heretofore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from any owner or occupant of land in said Plat who may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose, and neither the Grantor nor her heirs or assigns, or any owner or occupant shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the owner of the land on which such nuisance was committed, all the cost and expense, including attorney fees, incurred or expended in abating such nuisance.

ARTICLE III

The land in said Plat shall be used for private residence purposes only. No building or buildings of any kind whatsoever shall be erected or maintained on any of said lots, except private dwelling houses or dwellings designed and constructed for use by a single family, and garages for the sole use of the respective owners of the lots upon which the garages are located.

ARTICLE IV

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said Plat closer to Bancroft Street than sixty feet as is shown by the set back lines on the Recorded Plat of said Addition.

Covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than 12 feet.
Steps, uncovered porches and terraces may be built and maintained on any part of such restricted areas.

Single story bay, bow and oriel windows not more than fifteen feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than 3 feet, but the total horizontal plans area of such encroachment on one side of building shall not exceed thirty square feet.

No building or part thereof shall be erected or permitted within eight feet of the rear line of any plot.

A garage shall not be erected within 90 feet of Bancroft Street, unless it be made a part of, or be attached to or connected with the main building on the plot.

Hedges, shrubbery and plantings on the front or street shall be set back at least 3 feet from the street line.

ARTICLE V

Free or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free or open spaces shall extend the full depth of the plot and shall be in addition to and independent of any free or open spaces pertaining to or required for any other building or any other plot.

No part of any building, except as herein provided, shall encroach on these free spaces.

The aggregate width of such free or open spaces required on both sides of any building on any of the lots shall be not less than thirty feet.

The minimum width of such free or open spaces to be left on either side of any building shall be two-fifths of the minimum aggregate width of the free open spaces required for such building, three-fifths of such minimum aggregate width shall be on the side of the driveway.

Steps, uncovered porches and terraces, no part of which is more than three feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.
Garages located not nearer than one hundred feet to the front street shall not be subject to the provisions of this article.

If the width of any building, by reason of its irregular shape or otherwise, or, if the location of the free or open spaces required herein in relation thereto, be uncertain, a reliable architect may in all such cases decide what is to be deemed the width of such building and the location of such free or open spaces, and his decision if in good faith, in respect thereto shall be final.

ARTICLE VI

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 approximate cost 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 the Grantor.

Upon the sale and transfer by the Grantor of all of said lots, and in case the Grantor, her heirs or assigns, shall fail to transfer the rights and powers, and easements reserved to the Grantor then by a person selected by the owners of a majority of the lots in said Plat. The grantor, or such other person so selected, shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in her opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans she shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings
and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

No building, fence, hedge, wall, walk or other structure, grading or planting shall be constructed, erected, maintained, added to, changed or altered otherwise than strictly in accordance with the plans and specifications so approved in writing by the Grantor.

ARTICLE VII

Easements and rights of way are hereby expressly reserved by the Grantor, in upon and over the rear eight feet on each side of each lot shown on the Plat for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes:

For the construction and maintenance of storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

The grantor or the licensees shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

No owner of any of the lots shown on said Plat shall have the right to reserve or grant any easements or rights of way in, upon or over any of the lots in said Plat without the written consent of the Grantor.

ARTICLE VIII

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to 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; and the Grantor shall not thereby be
demed guilty of any manner of trespass for such entry, abandonment or
removal.

ARTICLE IX

The provisions herein contained shall run with and bind the
land and shall inure to the benefit of and be enforceable by the
Grantor or the owner of any land included in said Plat, their respective
legal representatives, heirs, successors and assigns, and failure by
the Grantor or any land-owner, however long continued, to object to any
violation, or to enforce any restriction, condition, covenant or agreement
herein contained shall in no event be deemed a waiver of the right to do
so thereafter as to the same breach or as to one occurring prior or
subsequent thereto.

ARTICLE X

All of the restrictions, conditions, covenants, charges,
esements and agreements contained in Articles I, II, VII, IX, X,
XI, shall continue in force only until January 1, 1970, but which, in
whole or in part, may be extended for a period of 25 years from that
date and thereafter for successive periods of 25 years, provided that
prior to January 1, 1970, and prior to the expiration of each extension,
appropriate instruments in writing consenting to such extension shall
be filed for record, signed, executed and acknowledged by the owners
(not including mortgagee) of not less than a majority in area of the
land, subject to maintenance charges, included in said Plat, exclusive
of streets and parks intended for the general use of the owners of land
included in said Plat. All other restrictions, conditions, covenants,
charges, easements and agreements contained herein shall be in perpetuity.

ARTICLE XI

Any or all of the rights and powers, title, easements, trusts
and estate reserved or given to the Grantor in this deed may be assigned
by deed, or will or other instrument to any person, or one or more corporations or associations, public or private. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall assent for the purpose of evidencing its or his consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers as are herein reserved or given to the Grantor.