CUPRYS-JASIK
PLAT 1

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DECLARATION OF RESTRICTIONS

AS TO

PLAT ONE

OF

CURYRS - JASIK SUBDIVISION

WHEREAS, Shoreland Heights, Inc. (an Ohio Corporation) is the owner of the following described real estate:

Lots 1 to 22 inclusive in Curyrs-Jasik Subdivision Plat One, a Subdivision in Washington Township, Lucas County, Ohio.

the plat of which is recorded in Volume 54 Record of Plats, page 94, Lucas County, Ohio Records; and

WHEREAS, said owner desires to make known the restrictions, covenants and agreements subject to which said lots shall be henceforward held by it and conveyed by it.

NOW THEREFORE, in consideration of the premises and of the resulting enhancement in the value of said property, and the benefits which will accrue to said owner and all future owners of said lots; and to provide a general plan for the development of said Subdivision designed to make the same more attractive for residential purposes, the owner, for itself, its successors and assigns, hereby declares that each said lot shall be hereafter conveyed by it, its successors and assigns, and each grantee by the acceptance of a conveyance shall be, take and hold subject to the following restrictions, which shall run with the land and be binding on said owner and all parties claiming under or through said owner until December 31, 1990, unless and except the owners of the majority of the footage fronting upon the public streets and being in said Plat One and in any later recorded residential plats of said Curyrs-Jasik Subdivision (which therefore may have been brought under these restrictions) shall agree in writing to amend, add to or terminate these restrictions in whole or in part effective upon the recording of such agreement to amend or terminate in the office of the Lucas County, Ohio Recorder; and from and after December 31, 1990 the same (or the amended restrictions then in force) shall be automatically extended for successive periods of ten (10) years each and be similarly subject to amendment, addition or termination:
1. All lots shall be used exclusively for residential purposes. Not more than one residence shall be built upon any one lot.

2. Single family residences alone shall be permitted, having not less than 1000 square feet of living space on the first floor exclusive of utility room, attic, porch and garage space. However, no structure, building, fence, wall, hedge or sign, of any kind, shall be erected, (or the exterior altered, remodelled or added to) or maintained on any lot, unless first there shall have been submitted to Shoreland Heights, Inc. (or to the Cuppys-Jasik Property Owners Association mentioned below) detailed plans and specifications showing the nature, kind, shape, type, material, color scheme, location and grade of the same, together with the final grade of lawn and garden areas, and the written approval of Shoreland Heights, Inc., or of said Association has been duly endorsed thereon, and the same is constructed exactly in accordance with such plans and specifications, and within one year after construction is begun. Such approval shall be granted or refused as Shoreland Heights, Inc. or the Association may in its absolute and uncontrolled discretion determine.

3. No industry, business, trade, occupation, or profession shall be operated, conducted or carried on; no animals, poultry or livestock, nor more than two dogs or cats per residence, shall be kept; no drying or airing of clothes, sheets, laundry or blankets shall be done except directly in the rear of the house; no parking or standing of boats, trucks or trailers except inside a fully enclosed and closed garage, shall be permitted upon any lot. Grounds and exterior premises shall be kept and maintained in a clean, neat, orderly, rubbish-free and litter-free condition at all times.

4. Shoreland Heights, Inc. reserves the right to grant perpetual easements over the rear five feet of all lots for the installation and maintenance of sewers and/or public utility services of any and all kinds. This reservation and all easements granted pursuant thereto shall not be subject to limitation by amendment nor to termination hereunder. No buildings or other structures shall be erected upon said rear five feet.

5. No part of a dwelling or garage shall be nearer to the street than the building line shown upon the said recorded plat, except such unenclosed and unscreened entrance porches as may be approved under section 2; and
the front line of the main structure shall conform to said building line.

6. In respect to Lot 1, Shoreland Heights, Inc. reserves the right to grant permission (with the written approval of the then owner thereof) to use all or part thereof for parking or movement of vehicles in connection with enterprises which may be operated upon lands lying west and northerly therefrom.

7. No restrictions imposed herein shall be nullified or waived by any failure to enforce the same, no matter how many violations or breaches may have occurred; and no estoppel shall arise by reason of such failures to enforce.

8. The invalidity of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration; and each restriction, provision and part thereof shall be deemed separable in that regard.

9. When not less than 25% of the lots in said Plat One and in any later recorded residential plats of said Cuyryes-Jasik Subdivision (which theretofore may have been brought under these restrictions) have been sold and conveyed by Shoreland Heights, Inc., Shoreland Heights, Inc. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called Cuyryes-Jasik Property Owners Association or a name similar thereto, and upon organization of such Association, every owner shall become a member so long as he, she or it be an owner of property in any plat of the Subdivision. The owner or owners of each lot shall have one vote per lot in voting by the membership, and majority vote shall control. Voting may be by proxy or in person. The Association may adopt such other reasonable rules and regulations as it may deem advisable for its government, proceedings and actions, and for powers and duties of committees. Thereupon Shoreland Heights, Inc. may by written assignment, duly recorded in the office of the Lucas County, Ohio Recorder, vest in the Association the rights, privileges and powers retained or exercisable by it under this Declaration.

10. This Declaration shall inure to the benefit of, be enforceable by, and be binding upon Shoreland Heights, Inc., its successors and assigns, and all subsequent owners of lots in said Plat One and in any later residential plat of Cuyryes-Jasik Subdivision, which may be brought under these restrictions.
IN WITNESS WHEREOF, Shoreland Heights, Inc. has caused this Declaration to be executed by its President and Secretary pursuant to resolution of its Board of Directors this 30th day of November, 1955.

(Signed) Shoreland Heights, Inc.,
By I. F. Cuprys, President,
By Walter Jask, Secretary.

Two witnesses.

Acknowledged November 30th, 1955 by said Corporation, by said officers duly authorized by the Board of Directors of said Corporation, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record December 14, 1955 at 11:26 A.M., and recorded in Volume 1769 of Mortgages, page 190.