This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS FOR
CUPRYS-JASIK SUBDIVISION PLAT TWO
A SUBDIVISION IN WASHINGTON TOWNSHIP
LUCAS COUNTY, OHIO.

WHEREAS, Allied Realty Company (an Ohio Corporation) is the owner of
the following described real estate:

Lots 23 to 56 inclusive in Cuprys-Jasik
Subdivision Plat Two, a Subdivision in
Washington Township, Lucas County, Ohio.

the plat of which is recorded in Volume 58, Record of Plats, page 4, Lucas
County, Ohio Records; and

WHEREAS, said owner desires to make known the restrictions, covenants
and agreements subject to which said lots shall be henceforth 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 each 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
Two and in any later recorded residential plats of said Cuprys-Jasik Subdivision
(which theretofore 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. Not restricted
to the Caucasian race.
2. Single family residences alone shall be permitted, having not less than the following living area: One Story houses, ground floor living area 1000 square feet. One and One Half Story Houses, ground floor living area 850 square feet. Split-level House living area 1000 square feet. Two Story Houses, ground floor living area 600 square feet, exclusive of utility room, attic, porch and garage space. Garages may be attached or unattached and shall have a floor area of not less than 300 square feet. Garages unattached must have a gable roof, and the front of each garage shall have the same finish as the front of the house. The roofs of all garages must match the design and color of the roof of the house. All driveways shall be of solid concrete or asphalt - no stone, gravel, dirt or ribbon-drives. However, no structure, building, pool, 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 Allied Realty Co. (or to the Ottawa River Estates 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 Allied Realty Co. 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 Allied Realty Co. 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. Allied Realty Co. 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. No building shall be located nearer than 8 feet to an interior lot line. The side line restriction however does not apply to a garage located on the rear one-quarter of a lot, except that on corner lots, no garage or building shall be located nearer than the minimum side street set back as shown on the recorded plat plan, 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. The grade line of every residential structure, whether containing basement or not, shall be a minimum of 16 inches above the top of the curb of the street upon which the residence fronts. Multiple level dwellings will be permitted with higher grade lines, but in no case shall the grade line of these dwellings be such as to interfere with the proper drainage of neighboring lots.

7. Swimming pools shall be permitted with the approval of the Allied Realty Co. at the time the architectural design, plans and specifications of the house are submitted, or at a later date as outlined in paragraph No. 2. The plans and specifications for swimming pools must also conform to County and Township regulations and be acceptable according to normal safety standards such as fences, etc.

8. 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 failure to enforce.

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

10. When not less than 25% of the lots in said Plat Two and in any later recorded residential plats of said Cuprys-Jasik Subdivision (which theretofore may have been brought under these restrictions) have been sold
and conveyed by Allied Realty Co., Allied Realty Co. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called Cuprys-Jasik or Ottawa River Estates 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 Allied Realty Co. 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.

11. This Declaration shall inure to the benefit of, be enforceable by, and be binding upon Allied Realty Co., its successors and assigns, and all subsequent owners of lots in said Plat Two and in any later residential plat of Ottawa River Estates Cuprys-Jasik Subdivision which may be brought under these restrictions.

IN WITNESS WHEREOF, the said The Allied Realty Company has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary this 11th day of July, A. D. One Thousand Nine Hundred and Fifty-Nine.

(Corporate Seal) Signed: THE ALLIED REALTY COMPANY,

By John R. Kelsey, President,

Clarence H. McGrew, Secretary.

Two witnesses.

Acknowledged July 11, 1959 by said Company, by said officers, and by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record July 11, 1959 at 10:16 A.M., and recorded in Volume 1937 of Mortgages, page 288.