EAST HIGHLAND
2ND AND 3RD
EXTENSION

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DECLARATION OF RESTRICTIONS:

EAST HIGHLAND SECOND EXTENSION
and
EAST HIGHLAND THIRD EXTENSION

WHEREAS, Portage Building Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, is the owner in fee simple of the following described real estate, to-wit:

Lots numbers 148 to 179 inclusive, in EAST HIGHLAND SECOND EXTENSION, a SUBDIVISION in the CITY of OREGON, LUCAS COUNTY, OHIO, and

Lots numbers 180 to 209 inclusive, in EAST HIGHLAND THIRD EXTENSION, a SUBDIVISION in the CITY of OREGON, LUCAS COUNTY, OHIO.

WHEREAS, the said Portage Building Company desires to make known the restrictions, conditions, covenants, charges, and agreements, subject to which all of said property herein-above described is now owned by it and subject to which the lots aforesaid are to be conveyed;

NOW THEREFORE, in consideration of the enhancement of value of said property and to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purpose for which it is designed, the said Portage Building Company hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. Until January 1, 1986, no lot in the herein described subdivisions shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling to be of ranch type, one and one-half story or split level design and a private garage for not more than two cars. However, nothing herein contained shall be construed to prevent the purchase of less than one lot or more than one lot or portions of adjacent lots and the erection of a dwelling on or about the center of the building site, except that no building shall be erected on any building site unless said site shall have a frontage (as measured along the front building line) of at least sixty (60) feet.

2. No building, structure, or basement shall be erected, placed or altered on any such residential lot numbered above until the building plans and specifications and a plot plan showing the location of such building has been approved in writing by Portage Building Company, 1720 Jefferson Avenue, Toledo, Ohio, or its successors and/or assigns, as to the
architectural design, size, quality and cost of such building and as to its location with respect to topography and finished ground elevation. No addition shall be made to any residence and no swimming pool shall be installed on any lot in said subdivision until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by Portage Building Company, Toledo, Ohio, or its successors and/or assigns. No porch or structural change shall be made unless approved in writing by Portage Building Company, Toledo, Ohio, or its successors and/or assigns. The approval set forth in this paragraph shall be required for a period of five years from the date hereof.

3. No dwelling shall be permitted on any building site at a cost of less than $15,000.00, 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 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 1,000 square feet for a one story, or less than 800 square feet for a one and one-half story dwelling.

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

5. 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.

6. Said premises shall not be used for the storage of scrap, building materials, paper, glass or any reclamation product or material, except that during the period a structure is being erected upon any building site, building materials may be stored thereon. However, any building material not incorporated in said structure within 90 days after its delivery to the building site shall be removed therefrom. Structures shall be completed by an owner within 9 months of the beginning of construction.

7. Any tent, housecar, trailer or boat, if stored on the premises, shall be housed within the garage.

These covenants are to run with the land and shall be binding on Portage Building Company and on all persons claiming under or through them until January 1, 1986, after which time said covenants shall be automatically extended for successive periods of 10 years, unless, by the then owners of a majority of the lots, it is agreed to change said restrictions in whole or in part. Such changes shall be in
writing and filed for record with the Recorder of Lucas County, Ohio prior to January 1, 1986 or prior to the termination of the successive periods mentioned herein and shall be effective and operate to effect such change from and after the termination of such period as follows the date of filing thereof for record.

Enforcement shall be by proceedings at law or in equity against any person or persons 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, said Portage Building Company has caused its corporate name to be subscribed by its duly authorized officers this 27th day of September, 1961.

Portage Building Company
By: Wm. S. Richards, President
By: John F. Landwehr, Secretary

Two witnesses.

Acknowledged September 27, 1961, by said Company, by said Officers and by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Received for record September 28, 1961 and recorded in Volume 2023 of Mortgages, page 194.