EAST HIGHLAND
4TH EXTENSION

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DECLARATION OF RESTRICTIONS

Ed J. Schroeder & Sons, Inc., an Ohio Corporation, being the sole owner of Lots numbers 210 through 233, both inclusive, in East Highland Fourth Extension, a Subdivision in the City of Oregon, Lucas County, Ohio, hereby imposes and subjects each of said lots to the following restrictions and protective covenants as a general plan of improvement, intended for the benefit and uniform protection of all future owners of these lots within said subdivision and establishing restrictions governing the construction and erection of dwellings or other structures thereon, and hereby declares that each and all of said lots shall be conveyed by it subject thereto:

1. These covenants are to run with the land and shall be binding on the undersigned and all persons claiming under or through them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years each, unless and except the then owners of the legal title of the majority of said lots shall agree in writing to change these covenants in whole or in part.

2. All of said lots shall be known and described as residential lots for either one or two family occupancy. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than as herein described.

3. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line than the minimum building set back line shown on the recorded plat or nearer than five (5) feet to the side lot line of said lots, or as provided by zoning requirements.

4. No noxious or offensive trade shall be upon any lot in said East Highland Fourth Extension, nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood.

5. No basement, garage nor any other building or structure other than as permitted hereinafore, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot.
6. A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

7. No residential unit shall be erected on any of said lots other than one architecturally designed and each residential unit shall have at least 1000 square feet of livable floor space.

8. Other than 1 dog, 1 house cat and birds maintained within the dwelling, the maintaining or harboring of any other animal bird or fowl is expressly prohibited on said lots.

9. No building or other structure shall be erected, moved or maintained on any lot unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind, type, material, color scheme, and location of such structure, which shall be submitted, in duplicate, to either Schroeder Homes, Inc., or Ed J. Schroeder & Sons, Inc., both of Toledo, Ohio, or a committee to be selected as herein provided and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

The committee referred to in the preceding paragraph shall consist of three (3) members who shall each be the owners, in fee simple, of property in said addition, shall serve without compensation and the terms of the members of such committee shall be at the sufferance of the authority by which they are selected. The members of such committee shall be selected by owners of a majority of the lots in said addition and vacancies occurring in the personnel of such committee shall be filled by the selection of new members to serve on said committee by a majority of the owners of lots in said addition.

10. If Ed J. Schroeder & Sons, Inc., its successors or assigns, shall violate any of these covenants, it shall be lawful for any person, persons, firm or corporation owning or having any interest in any part of said lots in East Highland Yoruth Extension, to prosecute proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate these covenants and either to prevent him or them from so doing or to recover damages for such violations.
11. All of the restrictions and covenants herein contained shall be construed together and the invalidation of any one or more of these restrictions or covenants, by judgment or other Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, in consideration of the premises and the enhancement in value of said lots, the undersigned do declare and establish the foregoing restrictions and covenants and hereunto subscribed their names this 30th day of December, 1975.

Signed and acknowledged in the presence of:

By: Edward J. Schroeder, Jr.
President

By: Robert L. Schroeder
Secretary
State of Ohio  
) ss.
County of Lucas  

Before me, a Notary Public in and for said County, personally appeared Edward J. Schroeder, Jr., President and Robert L. Schroeder, Secretary of the said Ed J. Schroeder & Sons, Inc. who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board Of Directors; and that said instrument is the voluntary act and deed of the said Edward J. Schroeder, Jr., President and Robert L. Schroeder, Secretary as such officers and the voluntary act and deed of said corporation for the uses and purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 30th day of December, 1975.

[Signature]

NANCY W. BELL  
NOTARY PUBLIC, LUCAS COUNTY, OHIO  
MY COMMISSION ENJOINS MAY 7, 1980