EDGEHILL
PLATS 1-3

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DECLARATION OF RESTRICTIONS
FOR EDGEHILL SUBDIVISION, PLATS I, II, AND III, IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

WHEREAS, the undersigned R. G. Dunbar, Inc., an Ohio Corporation, is the owner of all of the real estate described as the northeast 1/4 of the southwest 1/4 of Section 5 Town 9 south, Range 7 east in Washington Township, Lucas County, Ohio; and

WHEREAS, said Owner has caused said real estate to be laid out in lots, being numbered consecutively from Lots Number 1 to 116, both inclusive, and being designated on three respective plats as Edgehill Subdivision Plat I, Edgehill Subdivision Plat II, and Edgehill Subdivision Plat III, the said original plat of Edgehill Subdivision Plat I having been duly recorded in Volume 52, pages 19 & 20 of the Plat Records in the office of the Recorder of Lucas County, Ohio, and plats of Edgehill Subdivision Plat II and Plat III having not yet been recorded; all with certain streets and ways dedicated or to be dedicated to public use, all in accordance with said original plats; and

WHEREAS, it is necessary and desirable, and will be beneficial to the future owners of all of the lots above mentioned to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said properties, which shall affect all of the properties and shall become binding upon all present and future owners of said properties and shall run with the land, all as more fully hereinafter stated;
NOW THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Edgehill Subdivision as an architecturally harmonious and desirable residential district and to continue, maintain and perpetuate said Edgehill Subdivision in its entirety as originally planned for the maintenance of property values of residences to be hereafter constructed therein, in consideration of the premises, the undersigned as owner of all of the lots in said Edgehill Subdivision Plats I, II, and III as now or hereafter constituted, for itself, its successors and assigns, for the regulation and protection of every person, his heirs, executors, administrators, legal representatives and/or assigns who now, is or shall in the future be, the owner, occupant or tenant of any interest in and to any lot, lots or part thereof, in the improvement, development, use, occupancy and enjoyment of said property, by the execution and recording of this Indenture of restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said Edgehill Subdivision, Plats I, II, and III, in Washington Township, Lucas County, Ohio, and being the real estate above described, for the period, to the extent, and in the manner following, to wit:

(a) These restrictions shall become effective as to Edgehill Subdivision, Plat I, upon the recording of this Indenture with the Recorder of Lucas County, Ohio, and shall become effective as to Edgehill Subdivision Plats II and III respectively upon the recording of each said respective Plats II and III with said Recorder.
(b) The restrictions hereinafter set forth shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 1980, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further ten (10) year period and for successive 10 year periods thereafter upon the written approval or written agreement of 2/3 of the lot owners in Edgehill Subdivision.

(c) All lots shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling 1 story in height, excepting that lot number 1 may contain a 2 family, 1 story dwelling. Each lot may also contain a private garage or carport which shall be attached to said dwelling.

(d) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback line as shown on the Recorded Plat wherein such lot is situated; nor nearer than 5 feet to any side lot line.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless ground floor area thereof shall be not less than 850 square feet (exclusive of garage, carport, porches or breezeway). Provided, however, that in the case of lots number 1, 2, 3, 4, 18 and Lots Number 108 to 116 both inclusive, the minimum square foot area shall be 750 square feet (exclusive of garage, carport, porches or breezeway).

(f) No basement, garage, nor any other structure other
than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

(g) There shall not be erected, permitted or maintained on any lot any stable, cattleyard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, sheep, goats, cattle or other live stock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(h) To assure an harmonious plan of development which will insure to the benefit of every property owner in said tract, no building dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such building, dwelling or other structure, which shall be submitted to R. G. Dunbar, Inc., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications shall be indorsed thereon in writing prior to commencement of construction, moving or maintenance. Unless such plans and specifications or any part thereof shall have been disapproved in writing within 30 days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee in the next preceding paragraph referred to shall be selected, after R. G. Dunbar Inc. shall have sold and conveyed at least
seventy-five per cent of the lots in Edgehill Subdivision, by the owners of a majority of the lots in said subdivision. Said committee shall consist of three members, each of whom shall be the owner in fee simple of property in said Subdivision. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority by which they are selected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee.

(i) No fence, wall or hedge shall be erected or maintained in front of the front set back line of any lot, nor shall any fence or wall be erected on any lot without prior written approval being obtained in the manner provided in paragraph (h) hereof.

(j) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(k) A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear five feet of each lot for utility installation and maintenance.

(l) If any lot owner or tenant thereof, or any other occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to
recover damages or other dues for such violation.

(m) If any restriction hereinabove set forth should be held invalid, unenforceable, or otherwise inoperative in whole or in part by any Court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto caused its corporate name and seal to be affixed, and this Declaration of Restrictions to be executed by Roger G. Dunbar, its President, and Dora R. Dunbar, its Secretary, being duly authorized in the premises, this 3rd day of August AD 1954.

R. G. Dunbar, Inc.
By R. G. Dunbar
President
By Dora R. Dunbar
Secretary
(corporate seal)

Two witnesses.

Acknowledged August 3, 1954, by said Company, by said Officers, before a Notary Public, Lucas County, Ohio (seal).

Received for record August 5, 1954 and recorded in Volume 1681 of Mortgages, page 446.