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.
KNOW ALL MEN BY THESE PRESENTS that TransCon Builders, Inc.,
in the owner and developer of all lots in Fairfield Park Subdivision,
Maumee, Lucas County, Ohio, the same being described as lots 1 to
80 inclusive, and

WHEREAS, TransCon Builders, Inc., for the mutual benefit and
protection of themselves, Fairfield Park Subdivision and of future
owners of said lots, desires to establish and carry out a general
plan of development.

NOW, THEREFORE, in consideration of the premises, TransCon
Builders, Inc., for themselves, their successors and assigns,
hereby declares and agrees that the property hereinbefore described
shall be and is hereby held, and shall be conveyed, subject to
the following conditions and restrictions:

(1) All lots shall be restricted to one-family dwellings
and not to exceed a two-car garage or carport for private use.
Detached garages shall conform architecturally to the residence
and shall be located within five (5) feet of the rear lot line,
provided, however, the Architectural Control Committee for good
reason at its discretion may allow a variation from five (5) feet
by written consent.

(2) All dwellings erected on said lots shall be one story,
story and a half, split-level or two story and may include
attached garages or carports not to exceed twenty-four (24) feet
in width. All dwellings shall have a minimum living area of not
less than 1,400 square feet.

(3) The owner may subdivide or convey less than the whole
of any lot, but no grantee or successor in title shall do so
without first obtaining the written consent of TransCon Builders,
Inc.

(4) All buildings and the locations thereof shall comply
with the building code and regulations of Maumee, Lucas County
and with the recorded plat. All or some buildings may be
located behind setback lines shown on recorded plat if approved
by the Architectural Control Committee.

(5) All driveways shall be on the side of the lot approved
by the Architectural Control Committee, excepting lots with
attached garages and excepting all corner lots, provided, however,
driveways on all corner lots shall not be closer than five (5)
feet from the rear property line.

(6) Easements for installation and maintenance of utilities
and drainage facilities are reserved as shown on the recorded
plat.
(7) No dwelling, garage, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level. All roofs to be of gable or hip type construction with minimum pitch of 3° to 12°. Maximum ridge line for a story building to be 25 feet above first floor level. No first floor line shall be more than 24° above average grade of adjoining property. No basketball courts are to erected in front of house. Rear yard only.

(8) Said Architectural Control Committee shall be composed of Transcon Builders, Inc. Either member of said Control Committee shall by his signature bind the Committee the same as if signed by all the members. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. When all the lots have been conveyed by Transcon Builders, Inc., the lot owners may be majority vote, after thirty (30) days notice to the then record owners mailed to them at their last known address, elect three persons as members of the Control Committee and they shall succeed the members provided for hereinbefore. In the event of the death or resignation of any member of this new Committee, the remaining members shall have full authority to designate a successor or successors. All members of the new Committee shall act until death or resignation or until the election of new members which election shall be made by majority vote of the record lot owners after thirty (30) days notice to all record lot owners sent to their last known address. Said election may be instituted by any ten (10) lot owners signing and mailing said notice as hereinbefore provided.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office Transcon Builders, Inc., 25250 Rockside Road, Bedford Heights, Ohio, or to any member of the Lot Owners Committee upon their election. The Committee shall approve or disapprove said Plans and Specifications in writing within thirty (30) days from date of their submission or they shall be deemed approved.

(9) No noxious or offensive trade or activity shall be carried upon any lot or part thereof nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
(10) No animal, fowl or livestock of any kind shall be kept or harbored on any lot in said Addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in the Addition.

(11) No trailer, basement, tent, shack, garage, barn or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed.

(12) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot beside the buildings.

(13) All clotheslines shall be confined to the yard to the rear of the dwelling.

(14) No sod or earth shall be removed from any lot except to permit building foundations.

(15) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend above the finished grade at the back of said retaining wall. No fence within five feet of lot line shall exceed four feet in height.

(16) All the covenants, agreements, easements, reservations, restrictions contained herein are to run with the land and shall be binding on the undersigned and all persons claiming under it until September 19, 2074, after which time said covenants, agreements, easements, reservations and restriction shall be automatically extended for effective periods of ten (10) years unless waived or modified in writing by the then owners of three-fourths of the lots in the Addition. Said modifications of the restrictions to be effective must be recorded in the office of the Recorder of Lucas County prior to the expiration dates.

(17) TransCon Builders, Inc. is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist, thereon contrary to the intent and meaning of the provisions hereof as interpreted by TransCon Builders, Inc. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of TransCon Builders, Inc. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and TransCon Builders, Inc. shall at any and all times have the right to enforce the same.
(18) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, the said TransCon Builders, Inc. has its corporate name to be signed by its Secretary and Vice-President and its corporate seal to be affixed and attested by its Secretary, both officers having been thereunto duly authorized this 25th day of October, 1974.

Signed and acknowledged in the presence of:

Louis J. Stahl
Martin Liston, Secretary

Joye Brown
Tony Stanley, Vice-President

STATE OF OHIO

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared Martin Liston, Secretary and Tony Stanley, Vice-President, of the TRANSCON BUILDERS, INC. an Ohio corporation, who being duly authorized in that behalf, acknowledged that they did sign the foregoing instrument on behalf of said corporation, that the same is the free act and deed of said corporation and the free act and deed of each of them personally as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25th day of October, 1974.

ANN CELESTE BUCK
Notary Public, Cuyahoga County, Ohio

My Commission Expires April 9, 1978
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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that TransCon Builders, Inc., is the owner and developer of all lots in Fairfield Park Subdivision, Maumee, Lucas County, Ohio, the same being described as lots 1 to 80 inclusive, and

WHEREAS, TransCon Builders, Inc., for the mutual benefit and protection of themselves, Fairfield Park Subdivision and of future owners of said lots, desires to establish and carry out a general plan of development.

NOW, THEREFORE, in consideration of the premises, TransCon Builders, Inc., for themselves, their successors and assigns, hereby declares and agrees that the property hereinbefore described shall be and is hereby held, and shall be conveyed, subject to the following conditions and restrictions:

(1) All lots shall be restricted to one-family dwellings and not to exceed a two-car garage or carport for private use. Detached garages shall conform architecturally to the residence and shall be located within five (5) feet of the rear lot line, provided, however, the Architectural Control Committees for good reason at its discretion may allow a variation from five (5) feet by written consent.

(2) All dwellings erected on said lots shall be one story, story and a half, split-level or two story and may include attached garages or carports not to exceed twenty-four (24) feet in width. All dwellings shall have a minimum living area of not less than 1,400 square feet.

(3) The owner may subdivide or convey less than the whole of any lot, but no grantee or successor in title shall do so without first obtaining the written consent of TransCon Builders, Inc.

(4) All buildings and the locations thereof shall comply with the building code and regulations of Maumee, Lucas County and with the recorded plat. All or some buildings may be located behind setback lines shown on recorded plat if approved by the Architectural Control Committee.
(5) All driveways shall be on the side of the lot approved by the Architectural Control Committee, excepting lots with attached garages and excepting all corner lots, provided, however, driveways on all corner lots shall not be closer than five (5) feet from the rear property line.

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

(7) No dwelling, garage, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot, or on the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the affect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level. All roofs to be of gable or hip type construction with minimum pitch of 3" to 12". Maximum ridge height for two story building to be 25 feet above first floor level. No first floor line shall be more than 24" above average grade of adjoining property. No basketball courts are to be erected in front of house. Rear yard only.

(8) Said Architectural Control Committee shall be composed of TransCon Builders, Inc. Either member of said Control Committee shall by his signature bind the Committee the same as if signed by all the members. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. When all the lots have been conveyed by TransCon Builders, Inc., the lot owners may be majority vote, after thirty (30) days notice to the then record owners mailed to them at their last known address, elect three persons as members of the Control Committee and they shall succeed the members provided for hereinbefore. In the event of the death or resignation of any member of this new Committee, the remaining members shall have full authority to designate a successor or successors. All members of the new Committee shall act until death or resignation or until the election of new members which election shall be made by majority vote of the record lot owners after thirty (30) days notice (but within sixty (60) days thereof) to all record lot owners sent to their last known address. Said election may be instituted by any ten (10) lot owners signing and mailing said notice as hereinbefore provided.
All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office TransCon Builders, Inc., 25250 Rockside Road, Bedford Heights, Ohio, or to any member of the Lot Owners Committee upon their election. The Committee shall approve or disapprove said Plans and Specifications in writing within thirty (30) days from date of their submission or they shall be deemed approved.

(9) No noxious or offensive trade or activity shall be carried upon any lot or part thereof nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

(10) No animal, fowl or livestock of any kind shall be kept or harbored on any lot in said Addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in the Addition.

(11) No trailer, basement, tent, shack, garage, barn or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed.

(12) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot outside of the buildings.

(13) All clotheslines shall be confined to the yard to the rear of the dwelling.

(14) No sod or earth shall be removed from any lot except to permit building foundations.

(15) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend above the finished grade at the back of said retaining wall. No fence within five feet of lot line shall exceed four feet in height.

(16) All the covenants, agreements, easements, reservations, restrictions contained herein are to run with the land and shall be binding on the undersigned and all persons claiming under it until September 18, 2074, after which time said covenants, agreements, easements, reservations and restriction shall be automatically extended for effective periods of ten (10) years unless waived or modified in writing by the then owners of three-fourths of the lots in the Addition. Said modifications of the restrictions to be effective must be recorded in the office of the Recorder of Lucas County prior to the expiration dates.

(17) TransCon Builders, Inc. is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily
abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist, thereon contrary to the intent and meaning of the provisions hereof as interpreted by TransCon Builders, Inc. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of TransCon Builders, Inc. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and TransCon Builders, Inc. shall at any and all times have the right to enforce the same.

(18) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, the said TransCon Builders, Inc. has its corporate name to be signed by its Secretary and Vice-President and its corporate seal to be affixed and attested by its Secretary, both officers having been thereunto duly authorized this 25th day of October, 1974.

Two witnesses.

TRANSCON BUILDERS, INC.

By: Martin Liston, Secretary

By: Tony Stanley, Vice-President

Acknowledged October 25, 1974 by said officers and by said officers on behalf of said Corporation, before a Notary Public, Cuyahoga County, Ohio (Seal).

Received for record October 28, 1974 at 1:40 P.M. and recorded in Volume 2957 of Mortgages, page 199.