GINGER HILL FARMS

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DECLARATION OF RESTRICTIONS

WHEREAS, Sylvania Development Corporation, hereinafter called "Owner", is the owner of and First Federal Savings & Loan Association of Toledo, hereinafter called "Mortgagee", is the Mortgagee of all lots in Ginger Hill Farms, a Subdivision in Sylvania Township, Lucas County, Ohio, designated on Plat recorded in Volume 62 at Page 23, Lucas County, Ohio Record of Plats, as Ginger Hill Farms, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, said Owner and said Mortgagee desire to establish a general plan for the development of said subdivision and to establish restrictions upon the manner of use, improvement and enjoyment of all lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW THEREFORE, said Owner and said Mortgagee, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth do for themselves, their successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Ginger Hill Farms, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by them, their successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

(1) These covenants and restrictions are to run with the land and shall be binding upon said Owner and Mortgagee, and all persons claiming under or through them until the 1st day of January, 1995, at which time said covenants and restrictions shall be automatically
extended for successive periods of ten (10) years unless it is agreed
to change said restrictions and covenants in whole or in part by the
then owners of at least two-thirds (2/3) of the lots in said Subdivision.
Such changes shall be by instrument setting forth said changes and
acknowledged by the then owners of at least two-thirds (2/3) of said
lots, which instrument shall be filed for record with the Recorder of
Lucas County, Ohio, previous to the termination of the successive
periods mentioned herein and shall be effective and operative to effect
such change from and after the termination of such successive period
as follows the date of the filing thereof for record with the Recorder
of Lucas County, Ohio.

(2) Invalidation of any of the restrictions and covenants
herein by judgment or court order or by act of the owners as provided
in (1) above shall in no wise affect any of the other provisions
contained in this Declaration of Restrictions, which shall remain in
full force and effect.

(3) All lots in said subdivision shall be known and described
as residential lots; no structure shall be erected, placed or maintained
on any such residential lot other than one (1) single-family residence
dwelling, a private garage of not more than three (3) car capacity
which may be made an integral part of the residence dwelling, an
attractive appearing barn, stable or other accessory building, a
swimming pool and a tennis court. The aforesaid residence dwelling
shall be used and occupied solely and exclusively for private residence
purposes by a single family, including such family's servants.

(4) Not more than one (1) single-family residence dwelling
shall be erected on any one lot as shown by the plat of said subdivision.
Nothing herein contained shall be construed to prevent the purchase of
two (2) adjoining lots by a single owner and erection of a single
residence dwelling on or about the center of the parcel created by
the joining of the two (2) lots. Nothing herein contained shall be
construed to require the alteration or removal of any existing non-conforming structures.

(5) No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure or other structure of any sort shall be erected, placed or maintained on any such residential lot in said subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use, and material of construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have been first approved in writing by the Owner, or its successors and assigns, and a true copy thereof permanently lodged with the Owner, or its successors and assigns. All such plans and specifications must be prepared by a competent architect or draftsman.

(6) In requiring the submission of detailed plans and specifications as herein set forth, Owner and Mortgagee have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, the Owner, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lots on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said subdivision as a whole and any determination made by the Owner, or its successors and assigns, in good faith shall be binding on all parties in interest.

(7) No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (5) above shall be erected, placed or maintained on any such
residential lot nearer to the front or street line or lines than the
building setback line or lines shown on the recorded plat of said
subdivision. No structure of any sort shall be erected, placed, or
maintained on any such residential lot nearer to any side lot line
or rear lot line with respect to any such lot than shall be determined
by the Owner, or its successors and assigns, in writing, at the time
of the approval of the plans and specifications for such structure.

(8) Easements for the construction, installation, relocation
and maintenance of public or quasi-public utility facilities thereon
are reserved to Owner, its successors and assigns, as shown and
designated as utility easements of Toledo Edison easements on the
recorded plat of said subdivision.

(9) No portion of any residential lot or structure thereon
shall be used or permitted to be used for any business purposes what-
soever and no noxious, offensive, or unreasonably disturbing activity
shall be carried on upon any part of said subdivision, nor shall
anything be done thereon which may be or become an annoyance or
nuisance in said subdivision.

(10) No well for gas, oil or other substance shall, at any
time, be erected, placed or maintained on any of such residential lots
other than a well for water which shall first have been approved as
provided in (5) above.

(11) No trailer, basement, tent, shack, garage, barn,
housecar, or other temporary shelter or housing device shall be
maintained or used as a residence, temporarily or permanently, in
said subdivision. No dwelling erected in said subdivision shall
be used as a residence until the exterior thereof has been completed
in accordance with the detailed plans and specifications approved
therefor as provided in (5) above.

(12) Any truck, boat, bus, tent, housecar, trailer, or other
similar housing device if stored on any said lot, shall be housed
within a garage building.
(13) Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Owner, or its successors or assigns.

(14) No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purposes other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in (5) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

(15) No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

(16) Horses and normal household pets, such as dogs and housecats and birds maintained within the dwelling, may be maintained in a clean and orderly manner, properly houses in structures which shall first have been approved as provided in (5) above, but the
maintenance or harboring of any other animals, poultry or fowl, is expressly prohibited in said subdivision.

(17) There is hereby established an easement for bridle trail purposes across the rear or southerly ten (10) feet of Lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10) of said Subdivision for the use by owners of any lot in said Subdivision for horseback riding, and the owners of said lots shall not erect or maintain any fence, wall or hedge which would obstruct or prevent the use of said easement for such purposes. This easement for bridle trail purposes may be terminated by the then owners of all of said lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10) of said Subdivision, which termination shall be by instrument setting forth said termination and acknowledged by the then owners of all of said lots five (5), six (6), seven (7), eight (8), nine (9) and ten (10) of said Subdivision, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, and shall be effective and operative to terminate such easement from and after the date of filing such instrument for record with the Recorder of Lucas County, Ohio.

(18) Owner, or its successors and assigns, shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development.

(19) All rubbish and debris, combustible and non-combustible and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Owner or its successors and assigns.

(20) No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot without written
permission of the Owner, or its successors and assigns, and Owner, or its successors and assigns, shall have the right, and discretion to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

(21) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

(22) All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

Two witnesses. Signed and acknowledged June 8, 1966 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record June 8, 1966 at 3:00 P.M., and recorded in Volume 2185 of Mortgages, page 272.