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.
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Ft. Miami Development Co., being the owner of the following described parcels of real estate situated in the Plat of Glendale Hills, Adams Township, Lucas County, Ohio, to-wit: Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54, is desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of realty:

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement of the value of said realty and to accord future purchasers of said lots due and ample protection to the end that the use and development of said lots will follow the general plan adopted for the better and uniform improvement and development of said Glendale Hills, and for their mutual protection in the use and occupancies thereof, said Ft. Miami Development Co. hereby declares that said real estate is held by it and shall be conveyed by it subject to all the restrictions, conditions, covenants and agreements hereinafter set forth:

1. These covenants shall run with the land and be binding upon the owners, and all persons claiming under or through them, until January 1, 1982, at which time the said restrictions and covenants shall be automatically extended for successive periods of 10 years each, unless and until such time within a period of 6 months immediately preceding the expiration of the original term of said restrictions, or any successive term, the then owners of a majority of said lots shall have elected in writing to change, in whole or in part, or to terminate these restrictions and shall have placed said election of record.

2. If any lot owner, his or her successors and assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association or corporation owning, having any interest in or composed of the owners of any of the lots or portions of lots above described to prosecute proceedings at law or in equity against the person, persons, firm, association 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.

3. The invalidation of any one or more of these covenants shall not affect any other provision of this declaration.

4. All lots, subdivisions of lots and portions of lots hereinabove enumerated in said Glendale Hills, except lot 32 which is to be conveyed to Glendale Hills Association for park, recreational and playground purposes, shall be used for single family residential purposes only. Not more than one residence for occupancy by not more than one family shall be built upon any one lot. No detached garage or other outbuilding shall be erected or maintained on any of said lots, except such as are now existing on lot 2 and lot 54. No such garage or other outbuildings shall ever be used for dwelling purposes.
5. No buildings, signs, fences, hedges, walls or other structures shall hereafter be erected, placed, maintained, or altered on any lot unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall have been approved in writing by Ft. Miami Development Co., its successors and assigns. In the event Ft. Miami Development Co., its successors or assigns, or its or their designated representative fails to approve or disapprove such plans and specifications within the period of 30 days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, such approval will not be required and the related covenants shall have been deemed to have been complied with.

6. Except as to existing buildings on lot 2 and lot 54:

(a) The ground floor area of a tri-level dwelling house shall not be less than 1250 square feet. The ground floor area of a one and one-half or two story house shall not be less than 1100 square feet. The ground floor area of any one story or ranch type house shall not be less than 1250 square feet, exclusive of garage and breezeway. Such houses shall have such elevations in roof levels and height as shall be approved as provided by paragraph 5 hereof.

(b) Dwelling houses may be constructed on two adjoining lots or on a lot and part of an adjoining lot, but Ft. Miami Development Co., its successors or assigns or its or their duly appointed representatives designated by paragraph 5 hereof, may specify the location of the residence on said lots or parts of lots.

(c) Garages constructed on corner lots may face the side street, but the front building line of such garage shall not project beyond the building line of the abutting lot on the side street.

(d) No building, or any part thereof, shall be erected closer to any street than the building line marked and designated upon the plat of said Glendale Hills. A minimum free space of 10 per cent of the lot width shall be maintained on each side of a building but such free space need not be more than 10 feet. No building or other structure shall encroach upon or obstruct the areas reserved for utilities pursuant to paragraph 7 hereof.

7. Easements are hereby reserved to Ft. Miami Development Co., its successors and assigns, to use, and to grant to others easements or permits to use, and to remove obstructions from, a strip of land 5 feet in width along the rear of each lot and a strip of land 5 feet in width along the side of each of several lots as shown on said plat for the construction, installation and maintenance of public or quasi public utilities and functions, with full right of ingress to and egress from said land, for any purposes related thereto.

8. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

9. No lots shall be used or maintained as a dumping ground for rubbish and trash. Rubbish or other waste shall not be kept
except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No trade, business, profession or use whatsoever other than for residential purposes and no sale of intoxicating liquors, whether for profit or otherwise, shall be permitted, carried on or conducted on any lot.

11. All persons, firms or corporations who shall hereafter become owners of lots in Glendale Hills and who may hereafter become owners of lots in other land adjacent to said Glendale Hills, which may hereafter be acquired by Ft. Miami Development Co. and hereafter subdivided into lots upon which restrictions similar to those herein set forth are recorded, shall be members of the Glendale Hills Association (hereinafter called the "Association"). The Association shall have full right to collect and dispose of funds as herein provided, and shall have the right to acquire property, to enforce all provisions herein and to take all proper actions with respect to the construction, improvement, maintenance and upkeep of park and playground areas, and generally with respect to improvements, maintenance and upkeep of Glendale Hills (and said other land from and after the time any such other lands shall be subdivided into lots and restrictions similar to those herein set forth are placed thereon) in the manner determined by it to be for the best interests of the owners of the lots in said Glendale Hills and said other lots; provided, however, that the owner of lot 54 shall have the option to become or not to become a member of the Association by notice in writing given to the Association at any time.

12. For the year 1958 and each year thereafter, each and every lot in Glendale Hills, except lot 54, conveyed, or contracted to be conveyed, by Ft. Miami Development Co. shall be subject to an annual maintenance charge of $25.00, payment to be made on July 1st for the calendar year in which the grantee shall acquire title or shall take possession (whichever date shall first occur) of such lot or lots and each July 1st thereafter. (Such assessment shall be pro-rated between the owners of parts of lots according to the proportion which the area of each part of the lot to which each owner holds legal title bears to the total area of the lot against which the charge is made.) The Association shall have a lien perpetually upon the lots in Glendale Hills to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within 60 days of its due date, a lien for said charge may be made of record by filing in the office of the Recorder of Lucas County, Ohio, a notice of lien which shall be included in the lien records of said Recorder, and said notice shall be filed in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that Glendale Hills Association claims a lien for unpaid maintenance and improvement charges for the years _____ in the amount of $______ against the following described premises:

(description)

GLENDALE HILLS ASSOCIATION

By President
In the event any of said charges and assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of such lien, or otherwise, and, in such event, shall be entitled to recover and have and enforce against said premises a lien for its expenses in that behalf, including attorney fees.

Said charges and assessments shall be levied against all lots in Glendale Hills, and against other lots referred to in paragraph 11 hereof, and the funds derived therefrom shall be applied only toward payment of the following costs and expenses:

(a) For the upkeep, maintenance, lighting, improvement, operation and beautification of playground areas (including swimming pools), parks, amusement grounds, boulevard areas, roadways and streets, including the employment of personnel to maintain, guard and police the same;

(b) For the cost of collecting assessments, the expenses of maintaining the Association and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of lots in Glendale Hills and other land referred to herein from and after the time the plats subdividing such land into lots may be recorded.

Such annual assessments may be increased, decreased or adjusted from year to year by the Association as the interests of the lot owners in said Glendale Hills and in said other lots may in its judgment require. Action by the Association with respect to any such adjustment shall be taken not less than 60 days preceding the date on which the assessment is payable. The Association shall exercise its discretion and judgment as to the amount of the funds to be expended in connection with each of the purposes for which said fund is collected, and its discretion in reference thereto shall be binding upon all parties interested.

13. Anything to the contrary notwithstanding, the provisions, restrictions and charges referred to herein shall be binding upon those lots restricted to residential use only and shall not apply to lots which now are or may hereafter be acquired by the Association or dedicated to public use for playground areas, parks, amusement grounds, boulevard areas, roadways and streets, or to lots which now or hereafter may be used for commercial and similar purposes other than as a residence site.

IN WITNESS WHEREOF, Ft. Miami Development Co. has hereunto set its hand and corporate seal this 30 day of September, 1957.

FT. MIAMI DEVELOPMENT CO.
By: Walter E. Schmitt, Jr. President
Attest: Gail S. Schmitt, Secretary
(with corporate seal)

Two witnesses.

Acknowledged September 30, 1957 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record October 3, 1957 and recorded in Volume 1864 of Mortgages, page 281.