GREEN HILLS ADDITION

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DECLARATION OF RESTRICTIONS
as to
GREEN HILLS ADDITION

WHEREAS, Frank Sohn and Ruth Sohn, husband and wife, are the owners of all the lots in Green Hills Addition, a Subdivision in Adams Township, Lucas County, Ohio, and

WHEREAS, said owners desire to establish for their own benefit and for the benefit of all future owners and occupants of the lots in said Green Hills Addition certain rights and restrictions as to said lots with respect to the use thereof and subject to which said lots are to be conveyed,

NOW, THEREFORE, the restrictions hereinafter set forth are hereby adopted pursuant to a general plan for the better and uniform improvement and development of Green Hills Addition and for the benefit and protection of all persons who may hereafter become owners of lots therein, and said owners hereby declare that said real estate is held by them and shall be conveyed by them subject to all of the following restrictions, conditions and covenants:

1. Lots numbers 1 to 11 inclusive in said Green Hills Addition shall be used for residence purposes only, and not more than one residence shall be built upon any one lot. No building other than a single family dwelling house including a garage for private use conforming architecturally to the residence shall be erected upon any of said lots nor shall any house constructed on said lots be used for any purpose other than a single family dwelling house, nor any garage for other than private use.

2. No building nor any part thereof shall be erected or maintained closer to any street than the building line so marked and designated on the Plat of said Addition recorded in Volume 53, pages 65 and 66 of the Book of Plats in the Office of the Recorder of
Lucas County, Ohio. A minimum of free space of fifteen feet shall be
maintained from each lot side line. No detached garages shall be
erected or maintained in said Green Hills Addition.

3. Residences on any of the said lots shall contain a
minimum of 1250 square feet of habitable space designed for living
quarters, excluding the area of basement, attic, and garage space.

4. No building, fence, wall or other structure shall be
erected or maintained on said lots unless erected or maintained in
accordance with plans and specifications showing the nature, kind,
shape, type, material, color scheme, and location of such structure,
and which plans and specifications have been submitted to, and the
written approval of the same endorsed thereon in writing by Frank
Sohn and/or Ruth Sohn or their assigns, and such approval of said
plans and specifications shall be within the absolute discretion of
Frank Sohn and/or Ruth Sohn or their assigns.

5. No alterations shall be made in the location, height, or
exterior design of any structure erected, permitted or maintained
upon any building site after one established unless written approval
of such alteration shall first have been obtained from Frank Sohn
and/or Ruth Sohn. No addition to any residence or garage shall be
erected or maintained upon any building site after once established
unless written approval of such addition shall first have been
obtained from Frank Sohn and/or Ruth Sohn.

6. All the restrictions herein contained shall be construed
together but if any such restrictions or any part thereof shall be
held or determined to be invalid or unenforceable for any reason
whatsoever, no other restriction or restrictions or any part thereof,
shall be affected or impaired.

7. No restrictions imposed hereby shall be abrogated or
waived by any failure to enforce the provisions thereof.

8. Each grantee of any of the aforesaid lots in said Sub-
division by the acceptance of a deed or other instrument of conveyance,
accepts the same subject to all restrictions, conditions, covenants, reservations, and easements created, declared or reserved by this declaration or by said Plat heretofore recorded and all easements, covenants, conditions, rights, benefits and privileges of every character hereby created, reserved or declared and all obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and all persons claiming under or through them until July 1, 1970, at which time said covenants, conditions, restrictions, easements, rights, and privileges shall be automatically extended for successive periods of 10 years each, unless the then owners of the majority of said lots shall agree in writing to change these covenants in whole or in part.

IN WITNESS WHEREOF, the said Frank Sohn and Ruth Sohn, husband and wife, have caused this Declaration to be signed and executed this 8__ day of July, 1955.

(Signed) Frank Sohn
Ruth Sohn

Two witnesses.

Acknowledged July 8, 1955 before a Notary Public, Lucas County, Ohio (Seal).

Received for record July 9, 1955 at 10:30 A.M., and recorded in Volume 1739 of Mortgages, page 482.