HARVARD
ESTATES
2ND EXTENSION

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DECLARATION OF RESTRICTIONS

WHEREAS, Robert G. Nachman, Nancy E. Nachman, Robert Wm. McDole and Eleanor D. McDole, are the owners of all the following described real estate, to wit:

Lot numbers forty one (41) thru forty eight (48) in Harvest Estates Second Extension, a subdivision in the City of Toledo, Lucas County, Ohio.

Now, therefore, the Owners in order to establish a general plan for the development of said subdivision, designed to make the said subdivision more attractive and to protect owners of said lots in the enjoyment of their use, and in consideration of the enhancement in value thereof, does hereby declare and stipulate that the above described real estate now owned by them shall hereafter be conveyed subject to the restrictions hereafter set forth.

1. Now, therefore, lots 41 through 48, both inclusive, in Harvest Estates Second Extension, shall hereafter be conveyed subject to the restrictions set forth below.

A. LAND USE AND BUILDING TYPE. No lot shall be used other than for single family residential purposes. Such residential buildings may include attached garages or detached garages which conform architecturally. No building located on these lots shall exceed two stories in height without the specific waiver and approval by the Architectural Control Committee.

B. BUILDING LOCATION No building shall be located on any lot nearer to the front line than the minimum building set back lines as shown on the recorded plat. All or some buildings may be located behind such set back lines shown on recorded plat if the Architectural Control Committee hereinafter designated deems it desirable. No building shall be located nearer to the rear lot line than shall be determined by such Architectural Control Committee.

C. ARCHITECTURAL CONTROL. No residential building, swimming pool, fence, hedge, wall, grading, or other structure or facility 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 which affects the exterior appearances thereof until the plans and specifications therefore, showing, to the extent applicable, the nature, kind, shape, height, grade, garage location and style, parking facilities, driveway location, color scheme, architectural style, and location 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 neighboring property. The Architectural Control Committee shall set all building grades and all maximum heights.

2. Now, therefore, lots number 1 through 88, both inclusive in Harvest Estates Second Extension shall hereafter by conveyed subject to the following:

A. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

B. ARCHITECTURAL CONTROL COMMITTEE The Architectural Control Committee shall consist of Robert Wm. McCole and Gary Yunker. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. If at any time a committee fails to exist by reason of the death and/or resignation of both committee members without the appointment of a successor or successors, a new committee may be
elected by the owners of a majority of the lots in Harvest Estates Second
Extension effective upon the filing for record of a written instrument signed
by such owners designating such committee member.

All plans and Specifications required to be approved or dis-
approved by these covenants, shall be submitted to a member of the Committee at
the residence address of any member in Lucas County, Ohio. The Committee shall
approve or disapprove said Plans and Specifications in writing within thirty
days from date of their submission.

The members of the Committee shall serve without compensation.

C. No liquor, whether spirituous, vinous or fermented, shall be
sold or allowed to be sold on said premises.

D. Said premises shall not be used or be permitted to be used for
any business purposes or purpose, and no noxious, or offensive activity shall be
carried on upon any part of said premises, nor shall anything be done thereon
which may be or become an annoyance or nuisance to the owners of adjacent pro-

E. No weeds, underbrush or unsightly objects of any kind shall be
placed or suffered to remain upon any part of said premises.

F. All driveways between the city sidewalks in the street right-
of-way and the overhead garage door shall be constructed of blacktop materials,
or of a material colored black so as to blend with the other blacktop driveways.

G. Said premises shall not be used for the storage of automobiles,
trailer, scrap, scrap iron, wood, building material, except that during the period
a building is being erected upon any such lot, building materials may be stored
thereon. However, any building material not incorporated in said building within
ninety (90) days after its delivery to such lot shall be removed therefrom.
Structures must be substantially completed by an owner within six (6) months of
the date of the beginning of construction.
h. Invalidation of any of the restrictions and covenants herein, by judgment, court order or otherwise shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on the parties and all persons claiming under them for a period of thirty years from the date the covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants, in whole or in part.

Any owner of record of any lot in this subdivision may bring an action in the Common Pleas Court to enforce any provision in these restrictions, or abate any violation thereof.

Robert G. Nachtmann  
Eleanor D. McDoyle

Marty E. Nachtmann  
Eleanor D. McDoyle

Witnesseth

[Signatures]

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STATE OF OHIO)       SS
COUNTY OF LUCAS)                

Before me, a Notary Public, in and for the State of Ohio and County of Lucas, personally appeared Robert Wm. McDole and Eleanor D. McDole, husband and wife, and Robert G. Nachtmann and Nancy E. Nachtmann, husband and wife, who acknowledge the signing of the foregoing document to be their free act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of May, 1981.

THOMAS B. CRAWFORD
Notary Public
Notary Public, Lucas County & Wood County, Ohio
My Commission Expires June 3, 1982

This Instrument Prepared By: Grantors

RECEIVED & RECORDED
MAY 8, 1981

SANDY ISENBERG
RENTER, LUCAS COUNTY, OHIO

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