HASTY HILLS FARMS - PLAT 6

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DECLARATION OF RESTRICTIONS

FOR

HASTY HILL FARMS PLAT 6

A SUBDIVISION IN OTTAWA HILLS, LUCAS COUNTY, OHIO

The Declaration, made and entered into by WESTGATE DEVELOPMENT COMPANY, an Ohio Partnership, this 8TH day of August, 1980,

WITNESSETH THAT:

WHEREAS, Westgate Development Company is the owner of the following described real estate, situated in the Village of Ottawa Hills, Lucas County, Ohio, viz:

Lots Number 125 through 131 of Plat 6, Hasty Hill Farms, according to recorded Plat thereof.

and,

WHEREAS, Westgate Development Company desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Hasty Hill Farms, Plat 6, certain easements and rights in, over and to Hasty Hill Farms, Plat 6, and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Hasty Hill Farms and do impose hereby certain restrictions on such lots in said Hasty Hill Farms.

NOW THEREFORE, in consideration of these premises and in consideration of the assignment of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development use, occupancy and enjoyment of said Hasty Hill Farms, Plat 6, as an architecturally harmonious, artistic, and desirable residence district, Westgate Development Company the owners, for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Hasty Hill Farms, Plat 6, hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

ARTICLE ONE

SECTION 1. All lots in Hasty Hill Farms, Plat 6 shall be used exclusively for residential purposes. No structure shall be erected on lots numbered 125 through 131 in Plat 6 other than single-family or multiple-family, private, residence purpose dwellings, and the attached or unattached garages associated with said dwellings.

SECTION 2. A Joint Plan Approval Committee consisting of six (6) persons is hereby created. For purposes of this Declaration of Restrictions such Committee shall be referred to as the Architectural Committee. Such Committee shall have the responsibility to approve the plans for any proposed structure to be built on any lot or lots in Hasty Hill Farms, Plat 6, and such other rights and duties as are specified in this Declaration Of Restrictions. Said Committee shall consist of three (3) members appointed by Westgate Development Company or its successors or assigns and three (3) members selected by the Ottawa Hills Village Council. Each appointing authority may from time to time change the designated person or persons to sit on this Committee. Westgate Development Company or its successors or assigns retains the sole right to designate the Chairman of this Architectural Committee.

SECTION 3. No dwelling, porch, veranda, garage, driveway, basement, swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grade elevations, type, style or architecture, cost, use, and materials of construction thereof, the color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by the Architectural Committee, and a true copy thereof permanently lodged with the Westgate Development Company.
SECTION 4. No portion of any lot nearer to any street than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said lots for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof.

SECTION 5. No weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said lots, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No tree, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of Westgate Development Company, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by the Architectural Committee, or removal ordered by any state or local governmental authority having jurisdiction thereof.

SECTION 6. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of the Architectural Committee, shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by the Architectural Committee, provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision.

SECTION 7. Westgate Development Company reserves the sole and exclusive right to establish grades and slopes on the 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.

SECTION 8. Westgate Development Company reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, cablevision lines, conduits and facilities, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

SECTION 9. Westgate Development Company reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on the plat of part of Nascar Hill Farms, Plat 6, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, cablevision lines, conduits and facilities, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in the replat of part of Nascar Hill Farms, Plat 6, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted, unless alternate easements, satisfactory to the companies or utilities affected thereby and satisfactory to the Architectural Committee, are provided.

SECTION 10. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any of said lots. The lots shall not be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owner or owners of any adjoining land in the quiet enjoyment of their property.

SECTION 11. No well for gas, oil or other substance, shall at any time, whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises, provided, however, that a well for water may be installed, erected or placed upon said premises upon obtaining the written consent of the Architectural Control Committee.

SECTION 12. No pole, lamp post, antenna tower, antenna, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of said dwelling without the written consent of Westgate Development Company, or its assignees first having been obtained.
SECTION 13. No animals, rabbits or poultry, or any kind, character or species of foul or livestock, shall be kept upon or maintained on any part of any lot or tract. Westgate Development Company reserves the right to adopt reasonable regulations concerning the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Easty Hill Farms. Such household pets will not be kept, bred or maintained for any commercial purpose.

SECTION 14. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers. No laundry shall be hung for drying on Sundays or other legal holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

SECTION 15. 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 Architectural Committee.

SECTION 16. Westgate Development Company or its successor or assigns, reserves and hereby is 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 at 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 therein contrary to the intent and meaning of the provisions hereof as interpreted by Westgate Development Company, and Westgate Development Company shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Westgate Development Company 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 Westgate Development Company shall at any and all times have the right to enforce the same.

SECTION 17. No boat, boat trailer, house trailer, motor house, recreational vehicle or truck of any type shall be parked on any right-of-way or parked, kept or stored on any lot in Easty Hill Farms, Plat 6, unless completely within the closed garage. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any lot in Easty Hill Farms, Plat 6, provided, however, that the Architectural Committee may in its discretion greenhouse, playhouse or treehouse.

SECTION 18. No garage or any addition thereto or alteration thereto shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor unless not until the size, location, color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by the Architectural Committee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Westgate Development Company, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 19. No dwelling erected in said Easty Hill Farms shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. All approved structures must be completed by an owner within one (1) year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of Westgate Development Company.

SECTION 20. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Architectural Committee.

SECTION 21. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Committee, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.
ARTICLE TWO

SECTION 1. Each grantee of Westgate Development Company, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments, and the jurisdiction, rights and powers of Westgate Development Company, created or reserved by this Declaration or by plat of deed restrictions hereinafter recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, in the manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Westgate Development Company the right (a) to enter upon the land upon which, or as to which, such violation of breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Westgate Development Company shall not thereby be deemed guilty of any manner of trespass of (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Hasty Hill Farms, Plat 6, and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Hasty Hill Farms, regardless of how or in what manner said interest is acquired.

SECTION 3. If any lot owner or tenant thereof, or any other occupant of any lot in said Hasty Hill Farms, Plat 6, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Hasty Hill Farms to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

SECTION 4. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

SECTION 5. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

SECTION 6. A violation of any of the rules and regulations adopted by Westgate Development Company shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. This Declaration Of Restrictions may be amended at any time or from time to time by an instrument in writing executed with the formalities required for the execution of deeds by the owners of sixty-six and two-thirds (66 2/3%) percent of the lots in Hasty Hill Farms Plat 6. For purposes of this section of the Declaration of Restrictions each owner of a condominium dwelling unit shall be considered the owner of a lot.

SECTION 8. Westgate Development Company reserves the right to transfer its rights, duties and obligations hereunder at any time and at its sole discretion. Upon the sale of all lots herein, all rights granted here to Westgate Development Company (except the right to appoint members of the Architectural Committee) shall automatically pass to and vest in the Architectural Committee, its successor or assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 8th day of August, 1970.

WITNESSES:

[Signatures]

WESTGATE DEVELOPMENT COMPANY, a Partnership

PEOPLE'S SERVICE COMPANY, INC., a Corporation,
Managing Partner

By: E. O. Knowles, President
STATE OF OHIO  

COUNTY OF LUCAS 

Before me, a Notary Public in and for said County, personally appeared E. O. Knowles, President of People's Service Company, Inc., a corporation, and Managing Partner of said WESTGATE DEVELOPMENT COMPANY, a Partnership, who acknowledged that he did sign said instrument as President of People's Service Company, Inc. and Managing Partner of said Westgate Development Company in behalf of said partnership and by its authority; and that said instrument is the voluntary act and deed of E. O. Knowles as President and Managing Partner and the voluntary act and deed of said corporation and partnership for the uses and purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 8th day of August, 1979.

[Signature]

HENRY M. CORANSON, ATTORNEY AT LAW
Notary Public, State of Ohio
Notary Public, State of Ohio

PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02, RECD 11/12
21, FILED 2/10/77
SANDY ISENBERG, RECORDER BY

Received for record August 13, 1980 at 10:15 A.M. in Mortgage Record 80-626C07, Lucas County, Ohio Records.