HAUGHTON
ACRES
1ST EXTENSION

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DECLARATION OF RESTRICTIONS for Haughton Acres First Extension
by Grace E. Haughton, dated December 30, 1947, filed for record
December 30, 1947 and recorded in Volume 1271 of Mortgages, page 169,
affecting certain property and more land, as follows:

WHEREAS, Grace E. Haughton, an unmarried woman, is the owner
in fee simple of that part of the east one-half (1/2) of the southeast
quarter (1/4) of section 24, Town nine (9) South, Range six (6) East in
Sylvania Township, Lucas County, Ohio, lying west of a line that is five
hundred thirty (530) feet west of the east line of said section and nine
hundred thirty-six and thirty-three hundredths (936.33) feet north of the
south line of said section designated on Plat recorded in Volume 49,
pages 14 and 15, Lucas County, Ohio Records of Plats, as Haughton Acres
First Extension, an Addition in Sylvania Township, Lucas County, Ohio,
and

WHEREAS, Grace E. Haughton, desires to establish a general plan
for the development of said Haughton Acres First Extension which will make
the said lots in said extension more attractive for residential purposes
and protect the owners of said lots in the enjoyment of their use for
residential purposes.

NOW THEREFORE, Grace E. Haughton, in consideration of the
enhancement in value of said property by reason of the adoption of the
Restrictions hereinafter set forth, doe for herself, her heirs and
assigns, hereby declare and stipulate that lots numbers 56 to 97 inclusive
as shown on the recorded plat of Haughton Acres First Extension, an
Addition in Sylvania Township, Lucas County, Ohio, shall hereafter be
conveyed by her, her heirs and assigns subject to the following restric-
tions:

1. These covenants and restrictions are to run with the land
and shall be binding upon said Grace E. Haughton and all persons claiming
under or through her until the 1st day of March, 1977, at which time said
covenants and restrictions shall be automatically extended for successive
periods of ten (10) years unless by a majority of the then owners of
said lots 56 - 97, inclusive in Haughton Acres First Extension,
it is agreed to change said restrictions and covenants in whole or in
part. However, such changes shall be by instrument setting-forth said
changes and acknowledged by at least twenty-five (25) owners of said lots inclusive, 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 Lucas County Recorder.

2. Invalidation of any of the restrictions and covenants herein by judgment, court order, or by act of the owners as provided in Section One (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. No liquor, whether spirituous, vinous or fermented shall be sold or be allowed to be sold on said premises.

4. 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 property.

5. All lots in Haughton Acres First Extension shall be described and known as residential lots; no structure shall be erected on any one residential lot other than one (1) detached single family dwelling on/and a private garage building of not more than three (3) car capacity. This restriction shall be construed to prohibit the erection of a duplex, income bungalow, tenement, flat or other building designed or altered to be occupied by more than one (1) family on/and the maintenance or use of an outdoor privy or any other buildings other than a single family residence and a private garage of not more than three (3) car capacity.

6. No building, structure or basement shall be erected, placed or altered on any building residential lot in said Haughton Acres First Extension until the building plans, specifications and plot plan showing the location of such building have been approved in writing by the Building Committee, designated herein, as to location of the building with respect to topography and finish ground elevation and the cost thereof. Such committee shall be composed of Grace E. Haughton and Smith C. Haughton...
until such time as the lot owners in such addition shall elect a committee. Such new committee shall act only after the filing with the recorder of Lucas County, Ohio of an instrument proving their election by a majority of the owners of said lots. Neither members of said committee or its duly designated representatives shall be entitled to compensation. In the event any such committee fails to approve or disapprove such design, cost and location within thirty (30) days after such plans and estimates have been submitted to it, then such approval will not be required provided the design and location on the plot conforms to and is in harmony with existing structures in this addition and the restrictions imposed by this declaration of restrictions.

7. No garage building shall be placed nearer than seventy-five (75) feet to any street, road or avenue, except that if said garage building is made an integral part of the main residence structure the same may be located not nearer than fifty (50) feet from any street, avenue, or road. No garage building shall be set nearer than twenty (20) feet to the line of any adjoining lot unless such adjoining owner shall grant permission in writing to the placing of said garage within twenty (20) feet of a line of his or her lot. Such written consent shall be placed of record with the Recorder of Lucas County, Ohio previous to such garage building being built.

8. No residence shall be erected on any of said lots which shall cost, together with landscaping, garage, drive, appurtenances and building fees, less than $7,500.00 (seven thousand dollars).

9. The ground floor area of the main residence structure built on any of said lots shall, exclusive of any one story open porches and garages, be not less than seven hundred fifty (750) square feet in the case of one story structures, nor less than six hundred (600) feet in the case of one and one-half, two or two and one-half story structures.

10. No residence shall be erected on any of said lots which shall be located nearer than fifty (50) feet from the street, road or avenue upon which it fronts or nearer than twenty (20) feet from either side line of said lots.
11. Not more than one (1) single family dwelling shall be erected on any one lot as shown by the plat of said Extension.

12. Other than two (2) dogs, one (1) house cat, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird, or fowl is expressly prohibited, in said Extension.

13. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

14. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or 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.

15. No trash burner, outdoor fireplace or other device expelling gasses shall be placed within twenty (20) feet of any line of adjoining lots.

16. No fence, hedge or wall shall be maintained within twenty (20) feet of any line of said lot that is more than five (5) feet in height; and any fence, hedge or wall that is placed within fifty (50) feet of any street, avenue or road shall be of an ornamental nature and shall not be more than four (4) feet in height.

17. No open or enclosed porch shall be placed on said lots so that any part thereof shall be nearer than forty (40) feet to any street, avenue or road.

18. No portion of any lot within fifty (50) feet of any road, avenue or street, exclusive of porches, shall be used for any purpose other than that of lawn; provided however, this covenant shall not be construed to prohibit walls, drives, shrubs, shrubbery, ornamental plants, flowers, flower beds, statuary, trees, fountains and similar ornamentation, nor an ornamental fence, hedge or wall not over four feet in height, but shall be construed to prohibit the planting or maintaining
of vegetables, grains or weeds thereon.

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

20. The grantor reserves to herself, her heirs and assigns, the perpetual easement over the rear five (5) feet of each lot in said Extension for a right of way for telephone lines, service lines, electric lines and other public utility facilities, both below and above the ground, for the use and benefit of adjacent and neighboring premises together with the right to enter upon said premises for the purpose of laying, installing, repairing, relaying, and maintaining the same.

21. No sod, dirt, or gravel shall be removed from said premises without the written approval of the committee designated in number six (6) herein.

22. No cess-pool, privy vault or open cistern shall be maintained on said premises nor any pool which may be a menace to the health of adjoining lot owners.

23. No tent, housecar, trailer, or other similar housing device shall be used for living purposes on said premises.

24. Any tent, housecar, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

25. No persons of any race other than caucasian race shall use or occupy any building or any lot in said addition except that this covenant shall not prevent the occupancy by domestic servants of a different race, who are domiciled with the owner or tenant as such servant.

26. That all transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

27. Any of the covenants, agreements, covenants, reservations and restrictions herein contained as to any of the lots in said Extension may be altered, annulled, waived, or modified by the Building Committee appointed herein. Written copy of the consent of the Building Committee to such change shall be filed for record with the Recorder of Lucas County, Ohio.
IN WITNESS WHEREOF, the said Grace E. Haughton sets her hand this 30th day of December, A.D. 1947.

Two witnesses. Grace E. Haughton
Acknowledged December 30th, 1947 before a Notary Public, Lucas County, Ohio. (Seal).
Received for record December 30, 1947 at 12:13 P.M. and recorded in Volume first above mentioned.
SUPPLEMENTAL DESIGNATION OF BUILDING COMMITTEE TO DECLARATIONS OF RESTRICTIONS RECORDED IN VOLUME 1191 OF MORTGAGES, PAGE 539, AND VOLUME 1371 OF MORTGAGES, PAGE 169, RESPECTIVELY.

Smith W. Haughton and Edna Guilder Baer, being the owners of a majority of the lots in Haughton Acres, and Haughton Acres, First Extension, Subdivisions in Sylvania Township, Lucas County, Ohio, do hereby certify that on August 20, 1951, at a meeting of the Lot Owners in said Subdivisions, John W. Arnold, Orville J. Foreman and Russell Winters were elected by a majority of the owners of lots in said Subdivisions to succeed Grace E. Haughton and Smith W. Haughton as Members of the Building Committee provided for in Declarations of Restrictions recorded in Volume 1191 of Mortgages, page 539, and Volume 1371 of Mortgages, page 169, Lucas County, Ohio Records.

Two witnesses.

Smith W. Haughton
Edna Guilder Baer

I, John K. Arnold, hereby certify that the foregoing is a true statement of the action taken at a meeting of a majority of the owners of lots in Haughton Acres and Haughton Acres, First Extension, Subdivisions in Sylvania Township, Lucas County, Ohio, on August 20, 1951, for which I was appointed Secretary Pro Tem.

John K. Arnold
Secretary Pro Tem

Received for record February 16, 1954 and recorded in Volume 1656 of Mortgages, page 184.