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

This Declaration, made and entered into by The Port Lawrence Title and Trust Company, Trustee, ("Trustee") this 3rd day of 1/1/88, 1988. Trustee holds title in fee simple to the property described in attached Exhibit A (hereinafter referred to as the "Subject Property"). Trustee desires to establish for its own benefit and for the benefit of all future owners and occupants of all or any part of the Subject Property certain rights in and restrictions upon the manner of use, improvement and enjoyment of the Subject Property in order to insure the stability of land values and to protect future owners and occupants from variations not in keeping with their use, improvement and enjoyment.

In consideration of these premises and in consideration of the benefits accruing to the future owners of any portion of the Subject Property and the enhancement in value of said property, and for the mutual benefit and protection of each and every person who now is, or shall hereinafter be, the owner of any interest in and to the Subject Property, or any part thereof, Trustee, the owner, for itself, its successors and assigns, does hereby declare and stipulate that the Subject Property, and every part thereof, hereafter sold, conveyed, or transferred, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land.

1. These covenants and restrictions are to run with the land and shall be binding upon Trustee, and all persons claiming under or through it ("Owners") until the 1st day of January, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the then Owners of at least seventy-five percent (75%) of all lots subject thereto. Such changes shall be by instrument setting forth said changes and acknowledged by the then Owners of at least 75% of such lots. Such instrument shall be filed for record with the Recorder of Lucas County, Ohio, prior 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 Recorder of Lucas County, Ohio.
2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the Owners as provided in (1) above shall in no wise affect any of the other provisions contained in the Declaration of Restrictions, which shall remain in full force and effect.

3. All lots shall be known and described as residential lots; no structures shall be erected, placed or maintained on any such lot other than one single-family residence dwelling; private garage of not more than three-car capacity, which may be made an integral part of the residence building; and attractive-appearing accessory buildings, swimming pool, tennis court, and horse stables. Said structures other than the residence house (and attached garage) shall be placed no closer to the front of the lot than the rear line of the residence dwelling.

4. No structure or any part thereof, other than a fence as herein permitted, hedge, or ornamental structure such as wishing well, shall be erected, placed or maintained on any lot nearer to the front or street lines than the rear line of the residence dwelling. Only rail fences of the split or rail type, two (2) or three (3) rails high shall be allowed.

5. No residence dwelling shall be erected, placed or suffered to remain upon the lots except as per the set back lines on the plat or within 10 feet of the lot line, whichever is greater.

6. Architectural plan approval must be approved by two members of the architectural plan committee for any dwelling, garage, storage shed, barn or similar building prior to commencement of construction. The Architectural Plan Committee shall initially consist of the following three people:

   Jerry Miller
   Gary Obenauf
   John Manifan

In the event of the death or resignation of any one member of the Architectural Plan Committee, the other two members may select a replacement member to serve in his or her place. In the event of the death or resignation of more than one member of the Architectural Plan Committee or if no substitute member is so appointed, the owners of the majority (by number) of the lots may so select any replacement member or members. Minimum standards for construction for any dwelling on the Subject Property shall include the following requirements. The required minimum square footage for residence dwellings shall be fifteen hundred (1500) square feet, exclusive of garage, basement, utility and accessory buildings. All residence dwellings of more than one (1) story above grade line shall contain no less than nine hundred (900) square feet on the first floor exclusive of attached garage, basement, breezeway and porches. No residence dwelling shall be more than two (2) stories, exclusive of a basement below ground, and shall be not more than thirty (30) feet from grade to ridge height.

7. No portion of any lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, and no noxious, offensive, or unreasonably disturbing activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to owners of any lot.

8. No well for gas, oil, or other substances shall, at any time be erected, placed or maintained on any of such lots other than a well for water.
9. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently. No residence shall be occupied until the same shall be fully completed.

10. No unlicensed vehicle or any boat, bus, tent, housecar, trailer, recreational vehicle, commercial vehicle (except pickup used as private passenger vehicle), or other similar housing device shall be stored on any lot forward of the rear line of said residence unless housed within an enclosed garage.

11. No lot shall not be used for the storage of automobiles, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided, however, that building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an Owner within one (1) year of the date of the beginning of the construction thereof.

12. No portion of any lot nearer to any street than the building setback line shall be used for any purpose other than that of a lawn, provided, however, said covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, shrubbery, fence or wall (as permitted in paragraph 4 of this Declaration) or other enclosure which shall first have been approved as provided in paragraph 4 above for the purpose of beautifying said lot. Vegetable gardens shall be permitted to the rear of the residence dwelling.

13. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any lot. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

14. Normal household pets, such as dogs and housecats and birds maintained within the dwelling, may be maintained in a clean and orderly manner, properly housed in structures, but the maintenance or harboring of any other animals, poultry or fowl, is expressly prohibited. In addition, two (2) horses, or two (2) ponies, or two (2) mules may be maintained in a clean and orderly manner and properly housed in structures meeting specifications provided herein.

15. All rubbish and debris, combustible and non-combustible and all garbage shall be stored and maintained in appropriate containers not visible from the street bordering the front edge of any lot. Nothing provided in this paragraph shall prevent placement of trash along the curb for periods not exceeding 24 hours prior to those times for which such trash is scheduled to be removed from the lot.

16. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot, except a small attractive realtor's "For Sale" sign noting the property to be for sale, and or ornamental sign identifying the owner of the property.

17. All private drives shall be constructed and maintained in such manner as to be attractive, functional and not offensive to the eye.
18. In the event that any person shall purchase more than one lot (which lot or portions thereof adjoin) for the purpose of erecting one residence dwelling thereon, the side setback provisions apply only to the exterior lot lines.

19. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them so doing, to cause the removal of any violation and to recover damages, including reasonable attorneys’ fees and costs, for such violation or attempted violation.

20. All transfers and conveyances of each and every lot (or any portion thereof) shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, The Port Lawrence Title & Trust Company, Trustee, has caused this Declaration of Restrictions to be signed on the day and year first above written.

Witnesses:

THE PORT LAWRENCE TITLE & TRUST COMPANY, TRUSTEE
By

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this ___ day of ___ , 1988 by ________________, of The Port Lawrence Title & Trust Company, Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public

This instrument prepared by: Robison, Curphrey & O’Connell
Ninth Floor, Four SeaGate
Toledo, Ohio 43604

MARGRETIA
Notary Public
My Commission Expires: 7-17-98
EXHIBIT A

Lots 17 through 44, inclusive, in Hickory Ridge Plat II, a subdivision in the Village of Whitehouse, Lucas County, Ohio.

RECEIVED & RECORDED

MAY 25, 1998

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

Lot Numbers 30-32
33155 att' 4.00

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