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  
(HIGHLAND ACRES)

WHEREAS, John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, are the owners in fee simple of the following described real estate, to-wit:

All those parts of the easterly 36 acres of the East 1/2 of the northwest 1/4 of Section 9, Town 9 South, Range 6 East and of the west 1/2 of the northeast 1/4 of Section 9, Town 9 South, Range 6 East, all in the VILLAGE of SYLVANIA, LUCAS COUNTY, OHIO, lying northeasterly of the northeasterly line of the premises conveyed to The Toledo and Western Railway Company by deed dated April 15, 1901 recorded in Volume 253 of Deeds, Page 186 and southwesterly of the southwesterly line of Maplewood Avenue (formerly Indiana Avenue) and southerly of the south line of Erie Street; excepting from said premises all that part thereof included within the lines of the plat of Parkwood Hills, a subdivision as recorded in Volume 36 of Plats, pages 33 and 34 Lucas County, Ohio Records; also excepting therefrom all that part thereof lying southeasterly of the northwesterly line of an 80 foot street as said street is described in the second parcel of land described in deed to The Village of Sylvania dated December 15, 1933 recorded in Volume 858 of Deeds, Page 416, which street joins the plat of Parkwood Hills with Monroe Street (so called); also excepting therefrom that part thereof lying within the lines of Monroe Street (so called), 80 feet wide as same is described in deed dated December 15, 1933 recorded in Volume 858 of Deeds, Page 416, Lucas County, Ohio Records. Subject to legal highways.

AND WHEREAS, the said John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, as such owners of said real estate have prepared and submitted a plat of said parcel of land to the proper authorities of the Village of Sylvania, Ohio, and of Lucas County, Ohio, for their approval and allowance as a plat in said Village, County and State.
Said allotment or addition, as shown by said plat, contains lots numbered 1 to 14 both inclusive, said plat known as HIGHLAND ACRES and said plat is recorded in Volume ______ of Plats, at page ______, Lucas County Ohio Records.

NOW THEREFORE, John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, the owners of the land described above and covered by the plat of Highland Acres, as aforesaid, in order to establish a general plan for the development of said addition designed to make the said lots in said addition more attractive for residential purposes and to protect the owners of said lots in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, for themselves, their heirs and assigns, hereby declare and stipulate that the above real property which will be known as lots 1 to 14 both inclusive, as shown by the recorded Plat of Highland Acres, an Addition in Sylvania Village, Sylvania Township, Lucas County, Ohio, now owned by them, shall hereafter be conveyed by them, their heirs and assigns, subject to the restrictions hereinafter set forth:

1. These covenants and restrictions are to run with the land and shall be binding upon said John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, and all persons claiming under or through them until the ______ day of September, 1978, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a majority of the then owners of said lots 1 to 14 inclusive in Highland Acres, 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 8 owners of said lots one to fourteen 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 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. Lots 1 to 14 inclusive in said Highland Acres in Sylvania Village, Sylvania Township, Lucas County, Ohio, shall be described and known as residential lots; no structure shall be erected on any one residential lot other than one detached single family dwelling and/or a private garage building of not more than 3 car capacity. If said garage is attached to said house and plans for said house and garage are approved by the Committee, hereinafter provided for, an out building designed as a 2 car garage may be permitted if its plans and specifications are also submitted to and approved by the Committee, hereinafter mentioned. 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 1 family or/and the maintenance or use of an outdoor privy or any other building other than a single family residence and a private garage of not more than 3 car capacity except as otherwise in this paragraph provided.

6. No building, structure or basement shall be erected, placed or altered on any building residential lot in said Highland Acres 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 finished ground elevation and the cost thereof. Such Committee shall be composed of John E. Elden, Bert H. Elden and Roy C. Dague. In case of death or incompetency or inability to serve of any member of said Committee, the 2 remaining members or member of said Committee shall appoint successor members until the year 1978. No member of said Committee, or its duly designated representatives, shall be entitled to compensation. All plans, estimates and profiles for any building to be erected on the real estate above described shall, before any part of construction work is begun, be submitted to the Committee, hereinabove provided for, and no building shall be constructed until said plans, estimates and profiles have been approved by said Committee in writing, as aforesaid. In the event such Committee fails to approve or disapproves said plans, estimates and profiles within 30 days after the same has been submitted to it, then such approval will not be required provided the design and location on the plan conforms to and is in harmony with existing structures in this Addition, and the restrictions imposed by this Declaration of Restrictions. After 1978 the then lot owners in such Addition may elect such Committee, but such new Committee shall not act until there shall have been filed with the Recorder of Lucas County, Ohio, an instrument in writing proving their election by a majority of the then owners of said lots.

7. No garage building shall be placed nearer than 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 60 feet from any street, avenue or road. No garage building shall be set nearer than 10 feet to the line of any adjoining lot unless such adjoining owner shall grant permission in writing to the placing of said garage within 10 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 lot which has less than a frontage of 88 feet on an abutting street or less than a total of 14,000 square feet.

9. All residence buildings erected on any of said lots shall be one story ranch type and no residence shall be erected having less than 1500 square feet of floor area exclusive of utility room, porches or unfinished floor area of any nature. An attached garage, which does not consist of more than 240 square feet, may be included in said square footage if said garage entrance is not visible from the street on which said house faces. In no event shall any building be built closer than 4 feet from either side line of said lots regardless of whether or not adjoining lot owners consent thereto.

10. Other than 2 house dogs, 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 Addition. Provided, however, riding horses for family use of occupants of lot 10 may be kept on said premises.

11. 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.

12. Said premises shall not be used for the storage of automobiles, trailers, scrap, iron, wood, building material, 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 90 days after its delivery to such lot shall be removed therefrom.

13. No trash burner, outdoor fireplace or other devise expelling gases shall be placed within 20 feet of any line of adjoining lots.
14. No fences, hedge or wall shall be maintained within 20 feet of any line of said lot that is more than 4 feet in height; and any fence, hedge or wall that is placed within 60 feet of any street, avenue or road shall be of an ornamental nature and shall not be more than 4 feet in height.

15. No porch or veranda shall be placed on said lots so that any part thereof shall be nearer than 50 feet to any street, avenue or road.

16. No portion of any lot within 60 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 walks, 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.

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

18. There is hereby reserved to grantors, their heirs, successors and assigns, the perpetual easement and right of way for public utility purposes shown on the recorded plat of Highland Acres and said right of way is reserved, as aforesaid, for telephone lines, service lines, electric lines, water and other public utility facilities, both below and above 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.

19. No sod, dirt or gravel shall be removed from said premises without the written approval of the Committee designated in number 6 herein.

20. 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.
21. No tent, housecar, trailer or other similar housing device shall be used for living purposes on said premises.

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

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

IN WITNESS WHEREOF, the said John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, hereunto set their hands this 15th day of September, A.D. 1948.

(SIGNED) John E. Elden
        Julia Elden
        Bert H. Elden
        Blanch Elden

Two witnesses.

Acknowledged September 15, 1948 by John E. Elden and Julia Elden, husband and wife, and Bert H. Elden and Blanch Elden, husband and wife, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record September 29, 1948 and recorded in Volume 1402 of Mortgages, Page 411.
AMENDMENT OF DECLARATION OF RESTRICTIONS

WHEREAS, John E. Elden and Julia Elden (husband and wife), Bert H. Elden and Blanche Elden (husband and wife), Richard A. Campbell and Alma R. Campbell (husband and wife), Murl E. Boyd and Stella Boyd (husband and wife), Norman Eisenmann and Lillian Eisenmann (husband and wife), Alvon C. Plikerd and Mary Ann Plikerd (husband and wife), Earl Renshler and Anna M. Renshler (husband and wife), and Walter D. Sanderson and Lucille Sanderson (husband and wife) are the owners in fee simple of the following described real estate to wit:

All lots and lands to wit:
Lots One (1) to Fourteen (14)
both inclusive, and all lands
known as HIGHLAND ACRES, a
Subdivision in the Village of
Sylvania, Lucas County, Ohio, and

WHEREAS, all of said lot owners as herein described desire to change and amend the "Declaration of Restrictions" covering and controlling use and occupancy of the lots and lands in said Highland Acres, a Subdivision in Sylvania Village, Lucas County, Ohio, which "Declaration of Restrictions" are recorded in Volume 1402 of the record of Mortgages at pages 411-412-413-414 and 415 Lucas County, Ohio Records, and

WHEREAS, all the owners of said lots and lands desire to amend and change said "Declaration of Restrictions" by striking out of said "Declaration of Restrictions" paragraphs nine (9), fourteen (14) and sixteen (16) and substituting therefore the following words and figures to wit:

SECTION NINE (9) AMENDED.

"All residence buildings erected on any of said lots shall be one story ranch type. All outside walls of any residence building erected on any of said lots shall be constructed predominantly of natural stone or clay brick. A wall veneered with natural stone or clay brick shall be considered a full compliance with the terms herein
expressed. No residence building shall be erected having less than 1500 square feet of floor area exclusive of utility room, porches, or unfinished floor area of any nature. An attached garage which does not consist of more than 240 square feet, may be included in said square footage if said garage entrance is not visible from the street on which said house faces. In no event shall any building be built closer than 4 feet from either side line of said lots regardless of whether or not adjoining lot owners consent thereto."

SECTION FOURTEEN (14) AMENDED.

No fences, hedge or wall shall be maintained within 20 feet of any line of said lot that is more than 4 feet in height; and any fence, hedge or wall that is placed within 60 feet of any street, avenue or road shall be of an ornamental nature and shall not be more than 4 feet in height. In side and rear yards the word hedge shall not be construed to mean shrubs, shrubbery, trees, plants, flowers, flower beds, statuary, fountains and similar ornamentation unless they are used as a complete enclosure such as a fence or wall."

SECTION SIXTEEN (16) AMENDED.

"No portion of any lot within 60 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 walks, drives, shrubs, shrubbery, ornamental plants, flowers, flower beds, statuary, trees, fountains and similar ornamentation. This covenant shall be construed to prohibit the planting or maintaining of vegetables, grain or weeds thereon but shall not be construed to prohibit an ornamental fence, hedge or wall not over 4 feet in height."

NOW THEREFORE, John E. Elden and Julia Elden (husband and wife), Bert H. Elden and Blanche Elden (husband and wife), Richard A. Campbell and Alma R. Campbell (husband and wife), Murl E. Boyd and Stella Boyd
(husband and wife), Norman Eisenmann and Lillian Eisenmann (husband and wife), Alven C. Plikerd and Mary Ann Plikerd (husband and wife), Earl Renshler and Anna M. Renshler (husband and wife), and Walter D. Sanderson and Lucille Sanderson (husband and wife) being all the owners of all the lots and lands in HIGHLAND ACRES, a Subdivision in the Village of Sylvania, Lucas County, Ohio, in consideration of the enhancement in value to the individual property owned by each of the parties hereto, do for ourselves, our heirs, administrators, executors and assigns hereby assent and agree, declare and stipulate that original Section nine (9), Fourteen (14) and Sixteen (16) in "Declaration of Restrictions" hereinbefore mentioned and described are hereby stricken out of said "Declaration of Restrictions" and that SECTION (9) AMENDED, SECTION FOURTEEN (14) AMENDED AND SECTION SIXTEEN (16) AMENDED as the same appear herein, be and the same are hereby approved and adopted and said Sections as amended shall be and become a part of said "Declaration of Restrictions" as if the same originally appeared therein.

IT IS FURTHER STIPULATED and agreed by and between the parties hereto that all lots and lands in said HIGHLAND ACRES, a Subdivision in the Village of Sylvania, Lucas County, Ohio, now owned by them shall hereafter be conveyed by them, their heirs and assigns, subject to said "Declaration of Restrictions" as herein amended.

Dated July 23rd, 1954.

Two witnesses.


Acknowledged July 23, 1954 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record July 26, 1954 and recorded in Volume 1679 of Mortgages, page 386.