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DECLARATION OF RESTRICTIONS
Applicable to Lots in Highland Hills, A Subdivision in the Village of Sylvania, Lucas County, Ohio.

WHEREAS, the undersigned, Bella Waldvogel and F. Richard Hubbard, are the owners in fee simple of all of the real property embraced in HIGHLAND HILLS, a Subdivision in the Village of Sylvania, Lucas County, Ohio; and

WHEREAS, said Bella Waldvogel and F. Richard Hubbard intend to further develop and improve said lands in said Subdivision and are desirous of subjecting the same to certain covenants, agreements, easements, restrictions, provisions, conditions, and charges as herein-after set forth so as to bind and benefit said lots and lands and all present and future owners and occupants thereof;

NOW, THEREFORE, said Bella Waldvogel and F. Richard Hubbard, pursuant to a general plan for better and uniform development of Highland Hills, a Subdivision in the Village of Sylvania, Lucas County, Ohio, hereby adopt the following restrictions and declare that the lots in said Subdivision held by them shall be conveyed hereafter subject to all of the following:

1. All of the lots in said Subdivision shall be used for private residential purposes only and no building of any kind whatsoever shall be erected or maintained thereon except a single family dwelling, not more than one and one-half (1 1/2) stories in height and with attached garage and shall contain on the first floor, excluding garage, not less than 1360 square feet of ground floor area, and no dwelling erected on said lots shall be occupied until it is at least ninety per cent completed.

2. No building or any part thereof shall be erected or maintained on said lots closer to the street than the building line designated on the plat of said Subdivision.
3. No building, fence wall, walk or other structure and no hedge or planting in excess of 4 feet in height, other than trees, shall be erected, constructed or maintained, nor shall any addition to or alteration or change therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color schemes, location and approximate cost of such structure or work to be done, and the location of trees or plantings, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by Highland Hills Building Committee and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to approve or refuse to approve any such plans or specifications or grading plans, which, in its opinion, for aesthetic or other reasons, are not suitable, and in passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building structure, planting, or other work and of the materials to be used therein to the site upon which it is proposed to erect the same or do such work, the harmony thereof with the surroundings and the effect thereof from or upon adjacent or neighboring property.

4. Highland Hills Building Committee shall consist of Leonard Thyer and Bella Waldvogel. At any time the record holders of 60% of the lots in said Subdivision shall have the power, through a duly recorded instrument, to change the membership of the Committee, fill vacancies therein or to withdraw from the Committee, or to restore to it any of its powers and duties herein set forth and defined.

5. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any land included in said Subdivision any nuisance of any character.

6. Any stable, cattle yard, or pasture, pig pen, fowl yard, pen or house, privy-vault or any form of privy, or any vault,
cesspool, catch basin or other receptacle for the collection of liquid or other waste material other than a septic tank or receptacle for the underground storage of water, fuel oil or automobile fuel shall be conclusively deemed to be a nuisance.

7. Any plant, manufactory, work shop, store, establishment, or structure for the purpose of carrying on any trade or business whatsoever, shall be conclusively deemed to be a nuisance.

8. The determination of the Highland Hills Building Committee, its successors or assigns, as to what constitutes a nuisance within the meaning of the preceding paragraph shall be conclusive and binding, and no other person shall be entitled to any injunction to prevent the said Committee from determining whether breach of covenants has taken place or to enjoin the abatement thereof.

9. No truck or other commercial vehicle shall be allowed to stand or remain parked upon the premises other than for the purpose of a delivery.

10. Until such time as a public street lighting system shall be established in this subdivision, each lot owner shall erect and maintain at his expense a post light adjacent to the street, which shall be in accordance with the plans and specifications approved by the Highland Hills Building Committee.

11. All restrictions herein shall be construed together but if it shall be held that any restrictions, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restrictions or any part thereof shall be affected or impaired. The aforesaid restrictions shall be in full force and effect until the first day of January, 1985, provided that the same may be extended for an additional period of 25 years by an appropriate instrument or instruments in writing consenting to such an extension signed, executed and acknowledged by the owners (not including Mortgagees) of not less than 2/3 in area of the sub-
division filed prior to the first day of January, 1985. These restrictions or any part thereof or the application thereof to any lot or lots in said Subdivision may be changed or modified at any time by a written instrument or instruments signed, executed and acknowledged by the owners (not including mortgagees) of all lots in said Subdivision covered by these restrictions.

IN WITNESS WHEREOF, the said Bella Waldvogel, unmarried, F. Richard Hubbard, and his wife, Charlotte C. Hubbard, hereunto set their hands this 29th day of July, 1955.

Signed by Bella Waldvogel, F. Richard Hubbard and Charlotte C. Hubbard.

Two witnesses.

Acknowledged July 29, 1955 by said parties, before a Notary Public, Lucas County, Ohio (seal).

Received for record August 3, 1955 and recorded in Volume 1744 of Mortgages, page 125.