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DECLARATION OF RESTRICTIONS
APPLICABLE TO LOTS IN HIGHLAND
MEADOWS PARK, PLAT 3, IN THE
VILLAGE OF SYLVANIA, LUCAS COUNTY,
OHIO

Residential Development Corporation, the owner in fee simple of all the
lots excepting lot number one thousand eighty-eight (1088) in Highland Meadows
Park, Plat 3, an Addition in the Village of Sylvania, Lucas County, Ohio, the plat
of which is recorded in Volume 58 of Plats, page 31, Lucas County, Ohio, Records,
hereinafter referred to as the "plat", and Phyllis H. McCoy, the owner in fee
simple of said lot number one thousand eighty-eight (1088), desire to and do hereby
make known the restrictions, conditions, covenants and agreements subject to which
said lots in said plat are owned by said company, its successors and assigns and
subject to which said lot one thousand eighty-eight (1088) is owned by Phyllis H.
McCoy, her heirs and assigns.

Said restrictions, conditions, covenants and agreements are as follows:

1. Building lines for the lots in said plat are designated on the
   recorded plat thereof. No building, or any part thereof, shall be erected, or
   maintained on any part of said lots closer to any street than said building line;
   provided, however, that unenclosed porches may extend up to but not more than 10
   feet beyond said building lines.

2. A minimum free or open space of not less than 5 feet shall be main-
   tained on each side of every plot built upon, which free or open space shall extend
   the full depth of the plot and no part of any building shall encroach upon such
   free space. For the purposes of this declaration of restrictions a plot is defined
   as that parcel of land on which a dwelling or other structure is constructed and/or
   maintained together with the land adjacent thereto and used in conjunction there-
   with. A plot, may, therefore, include parts or all of two or more of the lots
delineated on the recorded plat, or may be a part of such a lot, provided, however,
that such a plot shall not be less in area than the smallest lot in the plat.
3. All plots in said plat shall be used for residence purposes only and no more than one residence for occupancy by one family shall be built upon any one building plot.

4. No basement, garage, trailer or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence or other structure of a temporary character be permitted on any plot, except that those structures approved by the company as proper for the sale, construction and development of plots in said plat are permitted.

5. There shall not be erected or permitted on any plot in said plat any stable, cattle-yard, hog-pen, fowl-house, coop or yard, cess-pool, privy vault or any form of privy; nor shall there be permitted or maintained on any plot in said plat any truck, trailer or boat unless such truck, trailer or boat shall be kept entirely within the confines of the garage permitted under these restrictions; nor shall any live poultry, hogs, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those herein enumerated or otherwise, be permitted or maintained thereon.

6. No building, fence, wall, sign (including but not limited to a "for sale" sign), or other structure shall be maintained or erected on said lots unless erected in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which have been submitted to the company and approved in writing by the company or its successors and assigns.

7. The company hereby reserves for itself and its successors and assigns the right to use and permit the use of those portions of said plat, designated on the recorded plat thereof as reservations, rights of way, streets, lanes and boulevards, for the construction and maintenance of public and/or quasi public utilities and functions.

The right is also reserved for any public or quasi public utility company to go upon the property from time to time to install and maintain its equipment, and to trim trees and shrubbery which may interfere with the successful operation of its equipment.
8. No building or other structures or any part thereof, shall be erected or maintained upon any part of the property in Highland Meadows Park, Plat 3, over and upon which easements for the installation and maintenance of public and quasi public utilities or functions are hereby reserved.

9. The provisions herein contained shall run with and bind the land, and shall inure to the benefit of and be enforceable by the company, and/or the owner of any land included in said plat, and the failure of the company or any land owner, however long continued, to object to any violation or to enforce any restrictions, conditions, covenants or agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior or subsequent thereto.

10. The company hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, easements and agreements herein contained, as to any part of said plat then owned by the company, provided that the company first obtains the consent of the owners of a majority of all the lots in said plat.

11. All the restrictions herein contained shall be construed together, but should it be held that any restrictions, or any part of any restrictions, is invalid or unenforceable for any reason whatsoever, no other restrictions or any part thereof shall be affected or impaired.

12. The rights reserved by and the duties imposed upon the company by this Declaration of Restrictions are also reserved by and imposed upon its respective successors and assigns, and said company hereby expressly reserves for itself and for its successors and assigns the right and privilege of assigning or relinquishing said rights and duties. Such assignments or cancellation will become effective from and after the time a written instrument signed by the company or by its successors and assigns evidencing the fact of such assignment or cancellation is filed for record with the Lucas County, Ohio Recorder.

The aforesaid restrictions shall be in full force and effect from this date until the first day of July, 1993, and shall continue in full force and effect after July 1, 1993, until such time as the owners of not less than 51% of
the lots in said Highland Meadows Park, Plat 3, shall sign, execute, acknowledge and file for record appropriate instruments in writing altering, amending or terminating such restrictions.

Toledo Home Federal Savings and Loan Association has a lien against the premises by virtue of the provisions of a certain mortgage indenture recorded in Volume 1981 of the Lucas County, Ohio Mortgage Records at page 284; is fully informed of the nature and extent of the foregoing Declaration of Restrictions and hereby consents to the adoption of the same.

Frank L. McCoy, husband of Phyllis H. McCoy, is fully informed of the nature and extent of the foregoing declaration of restrictions and hereby consents to the adoption of same.

IN TESTIMONY WHEREOF, Residential Development Corporation, by Donald J. Schols, its President, and Daniel W. Sydiaske, its Secretary, thereunto duly authorized; Phyllis H. McCoy and Frank L. McCoy, wife and husband; and Toledo Home Federal Savings and Loan Association, by A. R. Simpson, its President, and L. T. Wechtel, its Secretary, thereunto duly authorized, have hereunto set their hands and affixed their official seals this 29th day of November, 1960.

Signed by Residential Development Corporation by Donald J. Schols, President and Daniel W. Sydiaske, Secretary, Phyllis H. McCoy, Frank L. McCoy, Toledo Home Federal Savings and Loan Association, by A. R. Simpson, President and L. T. Wechtel, Secretary.

Four witnesses, two as to each signature.

Acknowledged November 29, 1960 by Residential Development Corporation, by said officers, by authority of its board of directors, before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged December 8, 1960 by Phyllis H. McCoy and Frank L. McCoy before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged November 30, 1960 by Toledo Home Federal Savings and Loan Association by said officers by authority of its board of directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record December 12, 1960 at 3:27 P.M., and recorded in Volume 199 of Mortgages, page 160.