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

Residential Development Corporation and Valleybrook Homes, Inc., the owners in fee simple of all the lots in Highland Meadows Park, Plat B, an Addition in the Village of Sylvania, Lucas County, Ohio, the plat of which is recorded in Volume 58 of Plats, page 6, Lucas County, Ohio, records, hereinafter referred to as the "plat," desire to and do hereby make known the restrictions, conditions, covenants and agreements subject to which all of said lots in said plat are owned by said companies, their successors 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 maintained 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 therewith, 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 single family residence not to exceed two stories in height, with or without a private garage or car port for not more than two
cars (the garage or car port may be attached to either side of the residence or to the front thereof but may not be detached from the residence) shall be maintained or erected upon any one building plot. No residence having less than 1,050 square feet of living area exclusive of porches, patios, garages or car ports shall be permitted on any plot in this addition.

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. However, this restriction shall not be construed to prohibit the builders and/or developers of this plat from occupying any residence, other structure or building (whether temporary or permanent) for construction offices or sales offices during construction and development of this plat.

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 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 these restrictions and 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 companies and approved in writing by the companies or by their successors and assigns.

7. The companies hereby reserve for themselves and their 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 structure or any part thereof, shall be erected or maintained upon any part of the property in Highland Meadows Park, Plat 1, 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 companies and/or the owner of any land included in said plat, and the failure of the companies 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 companies hereby expressly reserve 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 companies, provided that the companies first obtain 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 restriction, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restriction or any part thereof shall be affected or impaired.

12. The rights reserved by and the duties imposed upon the companies by this Declaration of Restrictions are also reserved by and imposed upon their respective successors and assigns, and said companies hereby expressly reserve for themselves and for their successors and assigns the right and privilege of assigning or relinquishing said rights and duties. Such assignment or cancellation will become effective from and after the time a written instrument signed by the companies or one of them or by their 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 1st 1993 until such time as the owners of not less than 51% of the lots in said Highland Meadows Park, Plat 1, shall sign, execute, acknowledge and file for record appropriate instruments in writing, altering, amending or terminating such restrictions.
IN TESTIMONY WHEREOF, Residential Development Corporation, by Donald J. Scholz, its President, and Daniel W. Sydlaska, its Secretary, thereunto duly authorized; and Valleybrook Homes, Inc., by Donald J. Scholz, its President, and Daniel W. Sydlaska, its Secretary, thereunto duly authorized, have hereunto set their hands and affixed their official seals this 17 day of November, 1959.

Signed by RESIDENTIAL DEVELOPMENT CORPORATION, by Donald J. Scholz, President and Daniel W. Sydlaska, Secretary; and VALLEYBROOK HOMES, INC., by Donald J. Scholz, President, and Daniel W. Sydlaska, Secretary.

Two witnesses.

Acknowledged November 17th 1959 by said companies, by said officers, and by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record November 18th 1959 at 3:33 P.M. and recorded in Volume 1952 of Mortgages, page k6h.