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
APPLICABLE TO LOTS IN HIGHLAND MEADOWS PARK, PLAT 5, IN THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO

Scholz Homes, Inc., the owner in fee simple of all the lots in Highland Meadows Park, Plat 5, a Subdivision in the City of Sylvania, Lucas County, Ohio, the plat of which is recorded in Volume 59 of Plats, page 29, Lucas County, Ohio, Records, hereinafter referred to as the "plat", desires to and does 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.

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; providing, 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 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 stables, 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. All of the provisions of this paragraph shall apply in the same manner to any alteration, addition or change which might be made on said lots or to the buildings located thereon.

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 5, 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. The company reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the company, and the company shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal.

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 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 restriction 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 recorded.

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 5, shall sign, execute, acknowledge and file for record appropriate instruments in writing altering, amending or terminating such restrictions.

IN TESTIMONY WHEREOF, Scholz Homes, Inc. by Donald J. Scholz, its president, and Daniel W. Sydlaske, its Secretary, thereunto duly authorized, has hereunto set its hand and seal this 25th day of July, 1961.

Signed by Scholz Homes, Inc., by Donald J. Scholz, President, and Daniel W. Sydlaske, Secretary.

Two witnesses.

Acknowledged July 25, 1961 by said corporation, by said officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record July 26, 1961 at 2:27 P.M., and recorded in Volume 2015 of Mortgages, page 667.
By Instrument dated September 11" 1961, received for record
September 12" 1961 and recorded in Volume 2021 of Mortgages, page 569,
Scholz Homes, Inc., the owner in fee simple of all of the lots in
Highland Meadows Park, Plat 5, a Subdivision in the City of Sylvania,
Lucas County, Ohio, the plat of which is recorded in Volume 59 of
Plats, page 29, Lucas County, Ohio Records, hereinafter referred to
as the "Plat", amended the Declaration of Restrictions applicable to
such lots, which is recorded in Volume 2015 of Mortgages, page 667,
Lucas County, Ohio Records as follows:

(A) Article #9 thereof is hereby deleted in its entirety
and the following is hereby substituted therefor:

"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
co ventants 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."

(B) Article #10 is hereby deleted in its entirety. All other
restrictions, conditions, covenants and agreements contained in said
Declaration shall remain unchanged and in full force and effect.