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DECLARATION OF RESTRICTIONS FOR
HIGHLAND MEADOWS, VILLAGE OF
SYLVANIA, LUCAS COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS THAT CREATIVE BUILDERS, INC.,
owner of lots Nos. 1 to No. 26 inclusive, in Highland Meadows, in the
Village of Sylvania, Lucas County, Ohio, the plat of which is recorded
in Volume 55, page 53 of the Record of Plats, Lucas County, Ohio,
for the benefit and protection of itself and of each of the future
owners of each of the lots in said Addition and in order that there
may be established a general plan of restrictions covering the use and
occupancy of each of said lots, does hereby declare that each and
every of said lots hereinafter sold, conveyed or transferred by
CREATIVE BUILDERS, INC. including transfers by operation of law, shall
be deemed to be sold, conveyed and/or transferred subject to the
following covenants, conditions, agreements and restrictions, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except
for residential purposes and only one single residence may be erected
on each lot. No building shall be erected, altered, placed or
permitted to remain on any lot other than (a) one single family
dwelling house of not to exceed one and one-half stories and not more
than 20 feet to its highest ridge height and not less than 12 feet
to its lowest ridge height, both measurements to be taken from the
first floor level; (b) one private, one, two or three car garage (which
may be attached to the dwelling house if desired); and (c) one such
other accessory buildings as may be permitted by the architectural
control committee. The main roof of all buildings shall be of the
gable or the hip type. No dwelling shall be erected with a frontage
of less than 42 feet overall which may not include a garage.
2. ARCHITECTURAL CONTROL. No building, fence, hedge, wall, walk or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications prepared by a competent architect, 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 grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they have the right to take into consideration the suitability of the proposed building or other structures and of the materials which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect on the building or other structure as planned on the outlook from the adjacent or neighboring property.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. TEMPORARY STRUCTURES. No structure of a temporary
caracter and no trailer, basement, tent, shack, garage, barn or other
outbuilding shall be used on any lot at any time as a residence either
temporarily or permanently.

7. ARCHITECTURAL CONTROL COMMITTEE.

A. MEMBERSHIP. The architectural Control Committee shall be
composed of John L. Schmucker, Cecil M. Lamb and David B. Williams
of CREATIVE BUILDERS, INC., or their designated representative until
such time as John L. Schmucker, Cecil M. Lamb and David B. Williams
of CREATIVE BUILDERS, INC., have conveyed to others 90% of the lots
in said Addition after which time said committee shall be composed of
three lot owners to be appointed by the then record owners of a
majority of said lots. A majority of the committee may designate a
representative to act for it. In the event of death or resignation
of any member of the committee, the remaining member(s) shall have
full authority to designate a successor in the absence of action by the
lot owners. Neither the members of the committee nor its designated
representative(s), shall be entitled to any compensation for services
performed pursuant to this covenant. At any time after John L.
Schmucker, Cecil M. Lamb and David B. Williams of CREATIVE BUILDERS,
INC., have conveyed to others 90% of the lots in said Addition, the
then record owners of a majority of the lots shall have the power
through a duly recorded instrument to change the membership of the
committee or to withdraw from the committee or restore to it any of its
powers and duties.

B. PROCEDURE. The Committee's approval or disapproval as
required in these covenants shall be in writing. In the event the
committee or its designated representative(s) fails to approve or
disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed approved.

8. TERMS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

9. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

10. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign for Doctors of Medicine of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or sign used by a builder or broker to advertise the property during the construction and original sales period.

12. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dog, cat or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such
material shall be kept on a clean and sanitary condition.

14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such system as installed shall be obtained from such authority.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

16. No trailer of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the Architectural Control Committee.

17. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

IN WITNESS WHEREOF, said CREATIVE BUILDERS, INC. has caused its corporate name to be subscribed to these presents by its President
and Secretary this 28 day of June, A. D. One Thousand Nine Hundred and Fifty-six.

(Signed) CREATIVE BUILDERS, INC.

By John L. Schmucker, President,

Cecil M. Lamb, Secretary.

Two witnesses.

Acknowledged June 28, 1956 by said CREATIVE BUILDERS, INC. by said officers, before a Notary Public for State of Ohio acting in Lucas County, Ohio (Seal).

Received for record June 28, 1956 at 3:03 P. M., and recorded in Volume 1799 of Mortgages, page 244.

NOTE: Creative Builders, Inc. had no interest of record in premises in question at date of above instrument.