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

WHEREAS, it is the desire of the undersigned Norman H. Miller and William A. Winzeler, the owners of all the lots in HIGHLAND TERRACE, PLAT I, more particularly described as follows:

Lots numbers one (1) to forty-five (45) both inclusive, and lettered Lots "A", "B" and "C", all in HIGHLAND TERRACE, PLAT I, a Subdivision in the City of Sylvania, Lucas County, Ohio.

hereinafter for convenience referred to as "HIGHLAND TERRACE, PLAT I," to provide restrictions which will be suitable and desirable for the use and occupancy of the lots in said Subdivision, and which will operate to the use and benefit of each lot holder and/or his heirs and assigns.

NOW THEREFORE, in order to provide a uniform and general plan for the improvement, development, use, occupancy and enjoyment of said lots in HIGHLAND TERRACE, PLAT I, as an architecturally harmonious, artistic and desirable residential district, the restrictions hereinafter contained are adopted pursuant to said general plan for the better and uniform improvement and development of HIGHLAND TERRACE, PLAT I, and for the benefit and protection of the owners of the lots herein referred to, and of all persons who may hereafter become the owners of said lots.

Norman H. Miller and William A. Winzeler, owners of HIGHLAND TERRACE, PLAT I, for themselves, their heirs and assigns, by the execution and recording of this indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of the property of said HIGHLAND TERRACE, PLAT I, owned by the afore-said Norman H. Miller and William A. Winzeler, for the period and to the extent as hereinafter specified:

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 with garage. No dwelling erected on said lots shall be occupied until it is at least ninety per cent (90%) completed. All dwellings shall not exceed two (2) stories in height.

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. All plans shall be approved by the Building Committee of HIGHLAND TERRACE, PLAT I.
3. No building, fence, wall or other structure shall be erected, constructed or maintained in said Subdivision until the plans and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by HIGHLAND TERRACE, PLAT I, 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 or grading plans, it shall have the right to take into consideration the suitability of the proposed building structure, 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. The HIGHLAND TERRACE, PLAT I, Building Committee shall consist of Morton Goldman, Norman H. Miller and William A. Winzeler. In the event there is a resignation, disability or death of any member of the said Committee, the remaining members shall choose his successor. Through unanimous consent, the record holders of one hundred (100%) per cent of the lots in said Subdivision shall have the power, at all times, through a duly recorded instrument, to change the membership of the Committee, to fill vacancies therein, and 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, 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 TERRACE, PLAT I, Building Committee, its successors or assigns, as to what constitutes a nuisance within the meaning of the preceding paragraphs shall be conclusive and binding, and no other person shall be entitled to any injunction to prevent the said Committee from determining whether a 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 and adjacent to the street, which shall be in accordance with the plans and specifications approved by the HIGHLAND TERRACE, PLAT I, Building Committee.

11. All restrictions herein shall be construed together but if it shall be held that any restriction, 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 run with the land and shall be in full force and effect until the thirtieth day of June 1989, provided that the same may be extended for an additional period of twenty-five (25) years by an appropriate instrument or instruments in writing consenting to such an extension signed, executed and acknowledged by the owners (not including Mortgages) of not less than two-thirds (2/3) in area of the Subdivision are filed prior to the first day of July 1989. 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 Mortgages) of all lots in said Subdivision covered by these restrictions.

And we, Nancy H. Miller, wife of the said Norman H. Miller and Jeanne A. Winzeler, wife of the said William A. Winzeler, do hereby consent to the placing of the aforesaid restrictions upon said HIGHLAND TERRACE, PLAT I.

IN WITNESS WHEREOF, the said Norman H. Miller and Nancy H. Miller, husband and wife, and William A. Winzeler and Jeanne A. Winzeler, husband and wife, hereunto set our hands this 30th day of June, 1964.

Signed by Norman H. Miller, Nancy H. Miller, William A. Winzeler and Jeanne A. Winzeler.
Two witnesses.

Acknowledged June 30, 1964 by the above named parties, before a Notary Public, State of Ohio (Seal).

Received for record July 6, 1964 at 2:43 P.M., and recorded in Volume 2118 of Mortgages, page 606.