HIGHLAND VIEW PARK

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Declaration of Restrictions

Whereas, Highland View Park is an addition in the Village of Sylvania, Lucas County, Ohio, which addition has been duly platted and which plat has been duly recorded; and

Whereas, Fred M. Douglass is the owner of lots numbers one (1), sixty-eight (68), sixty-nine (69), seventy (70), seventy-one (71), and seventy-two (72), all in said addition; and

Whereas, George J. Schmitt and Virginia C. Schmitt are the owners of Lot number forty-nine (49) in said addition; and

Whereas, D. W. Beveridge, Charles W. Carroll and T. G. Reger are the owners of Lots numbers two (2) to forty-eight (48) inclusive, fifty (50) to fifty-seven (57) inclusive, fifty-nine (59) and the north one-half (1/2) of Lot number sixty (60) and Lots numbers sixty-one (61) to sixty-seven (67) inclusive and Lots a and b in said addition; and

Whereas, Theodore G. Reger is the owner of Lot number fifty-eight (58) and the south one-half (1/2) of Lot number sixty (60) and the northerly triangle being ten (10) feet front of Lot number seventy-three (73) south and adjoining said Lots numbers fifty-eight (58) and sixty (60) in said addition; and

Whereas, said owners desire to make known the restrictions, conditions, provisions and covenants subject to which all the above described real estate is held and subject to which said real estate will be conveyed by them or any one of them.

NOW, THEREFORE, Fred M. Douglass, George J. Schmitt and Virginia C. Schmitt, D. W. Beveridge, Charles W. Carroll, T. G. Reger, and Theodore G. Reger, owners of all the lots aforesaid in said Highland View Park, an Addition in the Village of Sylvania, Lucas County, Ohio, being desirous of establishing restrictions upon all the lots, hereinbefore described, and in consideration of the enhancement in value of lots in said addition, and to afford purchasers due and ample protection in the purchase, use and occupancy and sale thereof for the purpose of which said restrictions are designed hereby
declared that said lots now owned by the parties named above shall hereinafter be conveyed by them and each of them subject to all the restrictions, conditions, provisions and covenants hereinafter set forth, which shall be in full force and effect from and after the date hereof and until the 1st day of January 1966.

If the parties hereto, or any of them, or their heirs, successors, administrators or assigns, shall violate or attempt to violate any of the covenants, restrictions, conditions or provisions herein contained, it shall be lawful for any person or persons owning any real estate situated in said Highland View Park, an Addition in the Village of Sylvania, Lucas County, Ohio, to institute and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, condition or provision and either to prevent said person or persons from so doing or to recover damages for such violation.

It is mutually understood and agreed by and between the parties hereto, their heirs, administrators, successors or assigns, that invalidation of any one of the covenants, hereinbefore or hereinafter contained, by judgment or Court order, shall in no wise effect any of the other covenants or provisions which shall remain in full force and effect.

The restrictions, conditions, provisions and covenants hereinbefore referred to, are as follows, to-wit:

(a) The premises herein described shall be used exclusively for private residence purpose only and no apartment house or duplex shall be erected, moved, kept or maintained on said premises.

(b) No building shall be erected, placed or altered on any such residential building lot until the building plans, specifications and plot plan showing the location of such building or buildings have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finish ground elevation, by a committee composed of Charles W. Carroll, D. W. Beveridge and T. G. Reger, or by representatives designated by a majority of the members of said committee. In the event of death or resignation of any member
of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant or condition precedent will be deemed to have been fully complied with. Neither the members of such committee, its successors, nor its designated representatives shall be entitled to compensation for services performed pursuant to this covenant and condition precedent.

(c) No building, exclusive of garage and/or utility room, shall be erected, moved, kept or maintained upon lots numbers one (1), two (2), forty-six (46) to fifty (50) both inclusive, fifty-eight (58), fifty-nine (59), sixty-seven (67) to seventy-two (72) both inclusive, three (3) to twelve (12) both inclusive, thirty-nine (39) to forty-five (45) both inclusive, fifty-one (51) to fifty-seven (57) both inclusive and sixty (60) to sixty-six (66) both inclusive, having a floor area of less than 1248 square feet and upon lots thirteenth (13) to thirty-eight (38) both inclusive having a floor area of less than 1000 square feet.

In determining the floor area in the second story of a one and one-half (1 1/2) story construction only such portion of such floor area shall be included as could be enclosed by side walls having a minimum height of not less than four (4) feet from floor surface to roof rafters.

(d) Not more than one residence shall be erected on any one lot of this addition.

(e) The property herein described shall not be sold, leased, mortgaged or the possession thereof delivered to any person or persons of the Mongolian or Ethiopian race.

(f) No live stock or other animals except domestic pets shall be kept on said premises.

(g) The undersigned reserve unto themselves an easement or right in and to the easterly four (4) feet of lots forty-six (46) to fifty (50) both inclusive and the westerly four (4) feet of lots forty-five (45) and fifty-one (51) for the purpose of constructing, erecting, repairing and maintaining utility lines.

(h) The above restrictions, conditions, provisions and covenants shall run with the land and shall bind the parties hereto as owners, their heirs, executors, administrators, successors and assigns until January 1, 1966.
On or before the expiration of these covenants and restrictions herein contained, said covenants or restrictions or any part thereof may be extended for a further twenty (20) year period thereafter on the written approval or agreement of the owners or at least two-thirds (2/3) of the lots in said addition.

In Witness whereof the Fred M. Douglass, George J. Schmitt and Virginia C. Schmitt, D. W. Beveridge, Charles W. Carroll, T. G. Reger, and Theodore G. Reger have hereunto subscribed their names this 15th day of November, 1946.

Fred M. Douglass
George J. Schmitt
Virginia C. Schmitt
D. W. Beveridge
Charles W. Carroll
T. G. Reger
Theodore G. Reger


Acknowledged December 7, 1946 by Fred M. Douglass before a Notary Public, Lucas County, Ohio (seal).

Received for record December 16, 1946 and recorded in Volume 1324 of Mortgages, page 101.