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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LOT NUMBER 56 IN HILLANDALE CENTER PLAT 2
A SUBDIVISION IN THE VILLAGE OF OTTAWA HILLS, LUCAS COUNTY, OHIO

This Declaration of Restrictions and Covenants adopted by
Benjamin B. Durfee, hereinafter called "Owner", on the day and year
hereinafter set forth.

WITNESS THAT:
WHEREAS, Owner is the owner of said Lot Number 56 in
Hillandale Center, Plat 2, a Subdivision in the Village of Ottawa
Hills, Lucas County, Ohio, which said Lot has been approved for a
split into two parcels, to-wit: The Easterly One-half (1/2) of said
Lot and the Westernly One-half (1/2) of said Lot; and

WHEREAS, after said split, there will result two separate
living units, one on the Easterly One-half (1/2) and a second living
unit on the Westernly One-half (1/2) of said lot.

WHEREAS, Owner in consideration of the enhancement in the
value of said property, by reason of the adoption of these restric-
tions, hereinafter set forth, does hereby declare, covenant and
stipulate that said Lot Number 56 and the East One-Half (1/2) thereof
and the West One-Half (1/2) thereof, shall hereafter be subject to the
following restrictions, covenants, and conditions, which restrictions
shall to the extent legally permissible, supersede any and all other
restrictions heretofore in force on said property by any other instru-
ment.

ARTICLE I
AMENDMENT TO THE DECLARATION

The Declaration may be amended at any time by the consent of
the Owners of both the East One-Half (1/2) and the West One-Half (1/2)
of said Lot Number 56.
ARTICLE II
ARCHITECTURAL CONTROL

No structure or other improvement including but not limited to, garages, basements, swimming pools, fences, walls, bridges, driveways, hedges or other inclosures shall be erected, changed or altered on either parcel until plans and specifications therefore have been approved by the Owner of either One-Half (1/2) of said Lot.

ARTICLE III
PETS

No dogs shall be maintained or housed within either unit without the consent and approval of the Owners of both units.

ARTICLE IV
GENERAL RULES OF LAW REGARDING PARTY WALLS TO APPLY

The wall which is built as part of the original construction of the two units and placed on the boundary line between the Easterly One-Half (1/2) of said Lot and the Westerly One-Half (1/2) thereof, shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If said party wall is destroyed or damaged by fire or other casualty, the cost of restoration and repair shall be born equally by the Owners of each of said units.

ARTICLE V
EXTERIOR MAINTENANCE

The exterior of each unit shall be the sole responsibility of the Owner of such unit except only that the color of the exterior trim of the front of both units shall be uniform and of the same color. There shall be no change in said color or in the landscaping of the front yards of said units without the consent of the Owners of both units in order that a uniform and symmetrical plan may be maintained.
ARTICLE VI
MAINTENANCE OF ROOF

In the event repairs, maintenance, or replacement of the roof of the main structure or of the garage is required, the expense thereof shall be born equally by the Owners.

ARTICLE VII
COMMON DRIVEWAY EASEMENT

The Owner of each unit shall have an easement for pedestrian and vehicular travel over the entire existing curved driveway in the front of the premises.

IN WITNESS WHEREOF, Benjamin B. Durfee, has caused the execution of this Declaration of Restrictions this 2nd Day of August, 1988.

Signed in the presence of:

Carole L. Durfee
Benjamin B. Durfee

STATE OF OHIO  )
) SS:
COUNTY OF LUCAS )

Before me, a Notary Public in and for said County, personally appeared Benjamin B. Durfee, who acknowledged that he did sign the foregoing by his own voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 2nd day of August, 1988.

RECEIVED & RECORDED 12:00
---MAY 23 1990---

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

CAROL K. DOTZCHEL
Notary Public, State of Ohio
Notary Public, State of Ohio
By commission expires Oct. 3, 1992
Deed dated December 18, 1951, recorded in Volume 1445 of Deeds, page 421, conveying lots 22 to 67, both inclusive, in said subdivision, contains the following recitals:

As a part of the consideration for the conveyance and in consideration of the incorporation of like covenants in any and all conveyances of lots described herein, the Grantee herein, for himself, his heirs, executors, administrators and assigns, hereby covenants and agrees to and with the said Grantors, their heirs, successors and assigns, for the use and benefit of said Grantors, their heirs, successors and assigns, and of every other person who shall or may become the owner of, or have any title derived immediately or remotely from, through or under said Grantee, his heirs and assigns, to any lot or parcel of land hereby conveyed and situated in said Plat 2 of Hillendale Center as follows:

1. All of said lots shall be used for residence purposes only. No more than one residence building shall be built on any one lot.

2. Except as hereinafter provided, no building shall be erected or maintained on any lot other than a single family residence building, two stories in height, or buildings of a story and one-half in height, with a minimum height of 21 feet from the first floor level to the ridge line, which shall extend over 60% of the total frontage of the house and shall contain adequate space for a livable room or rooms on the second floor having an 8 foot ceiling over 75% of the total floor area of said room or rooms, provided, however, that two family dwellings may be built on lots numbered 27, 28, 29, 30, 43, 56, 57, 58, 59, 66 and 67, having an outward appearance of a single family
dwelling with a single front entrance thereto.

3. No building or part thereof shall be erected or maintained on any part of said lots closer to the street than is shown by the set-back lines shown on Plat 2 of Hillandale Center; provided, however, that covered porches, the floors of which are not higher than the first floor level, may encroach on such restricted area not more than 12 feet, and steps and uncovered porches and terraces which are not more than 3 feet above the first floor level may be built on any part of such restricted area.

4. Free and open spaces shall be left on any lot built upon on both sides of every building erected thereon, which free and open spaces shall extend the full depth of the lot. No part of any building shall encroach on these free and open spaces. The aggregate width of such free and open spaces required on both sides of any building on lots of more than 70 feet in width shall be not less than 50% of the width of the building, or, in any case, less than 30 feet. The minimum width of such free or open space to be left on either side of any building shall be 2/5ths of the minimum aggregate width of the free or open spaces required for such lot. Covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach upon such free or open spaces not more than 12 feet, but not nearer than 10 feet to either exterior limit of such free or open spaces. Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.
Garages located not nearer than 100 feet to the front street shall not be subject to the provisions of this paragraph. Garages may be located nearer the front street than 100 feet with the joint consent of the Planning Commission and the Grantors.

5. Complete plans and specifications for all residence buildings or other structures, fences, hedges, walls, walks or other structure proposed to be erected on the lots covered by these restrictions shall be submitted to the Grantors and to the Planning Commission of the Village of Ottawa Hills and approval thereof in writing by the said Grantors and said Planning Commission shall first be obtained before the construction of any such residence, or other structures described herein is commenced. All such plans and specifications shall show the nature, kind, shape, materials, dimensions, outside color schemes, grade of main foundation as to the lot, location of structure, the grading and planting plan of said specifications. The Grantors may authorize their selling agent to approve any and all such plans and specifications and the approval thereof by said selling agents shall be final and binding upon said Grantors.

6. No building or other structure shall be erected, constructed, used, operated or maintained on any of the lots covered by these restrictions, or any part thereof, for any unlawful purpose or so as to create any nuisance or impair or diminish the value of any of the lots covered by these restrictions.

7. The restrictions contained herein shall be operative and binding on each of the lots covered by these restrictions until the first day of January, 1980; but which, in whole or in part, may be extended for a period of 25 years from that date and
thereafter for successive periods of 25 years, provided that prior to January 1, 1980, and prior to the expiration of each extension, appropriate instruments in writing consenting to such extension shall be filed for record, signed, executed and acknowledged by the owners (not including mortgagees) of not less than 2/3 in area of land in this subdivision.

8. The restrictions herein contained may, at any time or from time to time, be annulled, waived, modified or amended, in whole or in part, by an instrument in writing signed and acknowledged jointly by the Planning Commission and the Grantors, and filed for record in the office of the Recorder of Lucas County, Ohio, and lodged in the office of the Clerk of Council of the Village of Ottawa Hills. Nothing herein shall be deemed to prevent or estop the Grantors, or their respective successors, heirs, devisees or assigns, or any interested party from making application at any time and from time to time to the Council of the Village of Ottawa Hills for a change or modifications in the zoning of the area covered by these restrictions, and any action by the Council, inconsistent with any of the restrictions herein contained shall be deemed to void such restriction, and shall be binding on all persons owning lots in Plat 2 of Hillandale Center. All other restrictions not inconsistent with such action of Council shall remain in full force and effect.
KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, WILLIAM H. RUSHART and EMMA K. RUSHART, husband and wife, of the Village of Ottawa Hills, Ohio, have heretofore jointly as part owners in the platting of Plat 2, Hillendale Center, a Subdivision in the Village of Ottawa Hills, Ohio, and said plat has been approved by the Village of Ottawa Hills on condition that the lots shown upon said plat shall be made subject to certain building and use restrictions, and

WHEREAS, the owners of the property included in said plat have adopted said restrictions as to all of the lots in said subdivision other than Lot No. 68 as shown on said plat; and

WHEREAS, the Village of Ottawa Hills is willing to except Lot No. 68 from the conditions of approval of said plat presented by William H. Rushart and Emma K. Rushart, the owners of Lot No. 68, to impose such restrictions upon any future subdivision of said Lot No. 68 or any sale of any part or parcel thereof;

NOW THEREFORE, in consideration of the premises and the covenants of Plat 2 of Hillendale Center by the Council of the Village of Ottawa Hills, the said William H. Rushart and Emma K. Rushart, for them and their respective administrators, executors, heirs, devisees and assigns, hereby agree that in event they shall hereafter subdivide said Lot No. 68 or shall sell any part of parcel thereof, such subdivision of any part or parcel of said Lot No. 68 shall be sold or conveyed subject to such use and building restrictions as shall be in effect with respect to all other lots in Plat 2 of Hillendale Center at the time of such sale and conveyance.

This agreement is for the benefit of the Village of Ottawa Hills, Ohio, any and all persons who now own or shall hereafter own property in said Plat 2 of Hillendale Center.
Two witnesses.

Acknowledged December 22, 1951 before a Notary Public, Dade County, Florida, (Seal).

Dated December 22, 1951, received for record February 21, 1952 and recorded in Volume 1445 of Deeds, page 426.

NOTE 1: Hillandale Center, Plat 3, is laid out on and comprises all of Lot number 68 in Hillandale Center, Plat 2, a Plat in the Village of Ottawa Hills, Lucas County, Ohio, recorded in Volume 48 of Plats, page 83.

NOTE 2: The First Extension of Crestwyne Place is laid out on and comprises part of Lot 76 in Hillandale Center Plat 3, a Plat in the Village of Ottawa Hills, Lucas County, Ohio, recorded in Volume 58 of Plats, page 90.