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 AS TO LAND
LOCATED IN HILLSIDE MANOR, PLATS I AND II

WHEREAS, the undersigned, hereinafter collectively referred
to as the owner, holds title in fee simple to the following described
parcels of land situated in the Village of Waterville, Lucas County,
Ohio, to-wit:

Lots 1 to 8 inclusive, in Hillside Manor, Plat I,
a Subdivision in the Village of Waterville,
Lucas County, Ohio,
and said parcels will hereafter be referred to as Plat I; and

Lots 9 to 45 inclusive, in Hillside Manor, Plat
II, a Subdivision in Waterville, Lucas County,
Ohio,
and said parcels will hereafter be referred to as Plat II.

WHEREAS, the owner, desires to establish restrictions upon the
manner of use, improvement, and enjoyment of the above described lots
in said Plat I and Plat II; and

WHEREAS, all lot owners in said Plat I and Plat II join in
these restrictions by consent thereto; and

WHEREAS, Hillside Manor, Plat I and Plat II, are subdivisions
in the Village of Waterville, Lucas County, Ohio, which have been
subdivided and laid out into lots with certain streets and ways de-
dicated to public use in accordance with the original plat thereof,
which plat is recorded in Volume 64 at page 5, of the Plat Records of
the Recorder of Lucas County, Ohio; and

WHEREAS, it is necessary to impose reasonable restrictions upon
the manner of use, improvements and enjoyments of said land by all of
the owners thereof, their vendees, grantees, devisees, tenants or
occupants together with all persons who shall hereafter become pur-
chasers, owners, tenants or occupants of any lot, lots or part thereof,
located and situated in Hillside Manor, Plat I and Plat II, in order
to perpetuate said subdivisions as harmonious and desirable districts
and to continue to maintain and perpetuate the general plans as
originally made effective upon the platting of said subdivisions.
NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to accomplish the foregoing objectives and to provide a uniform general plan to the development, use, occupancy and enjoyment of each of said plats, owner, for itself, its successors and assigns, hereby declares and stipulates that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that each lot in each of said subdivisions hereafter be conveyed by it, its successors and assigns, subject to those restrictions:

1. These covenants and restrictions are to run with the land and shall be binding on the present owners, their respective successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless the owners of the majority of the frontage of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

2. All lots, subdivisions of lots and portions of Hillside Manor, Plat I, may be used for commercial purposes and multiple family dwellings; provided, however, that no buildings nor structures shall be erected or maintained on the premises without the written approval of the Committee hereinafter provided for.

3. All lots, subdivisions of lots, and portions of Hillside Manor, Plat II, are restricted to residence purposes only, no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private detached or attached garage for not more than three cars for the sole use of the occupier of said premises. Location and design of any detached garage must be approved by the Committee. Not more than one residence shall be built upon any lot.

4. No noxious or offensive trade or activity shall be carried on in Hillside Manor, Plat I and Plat II, nor shall anything be per-
mitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel trailers (unless said travel or camp trailers are stored within structures) or house trailers, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall any part of Plat II be used for any business, (except the operation of the land and house sale office by the developer and those in privity with it) or criminal purposes whatsoever; nor shall any part of Plat II be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes. The owners of Plat II and their respective successors and assigns specifically waive any objection to the use of Plat I and the lots thereon for commercial purposes, including multiple family dwellings.

5. No trailer, basement, tent, shack, garage barn, house, car or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

6. The type of residential structure which shall be permitted shall be the conventional two-story house, the story and a half house, the one-floor "ranch type" house and the tri-level house (oftentimes called split-level).

The exterior construction of any and all buildings shall be aluminum, brick veneer, stone, wood, or if another material, it must
be of a quality and make approved by the Property Committee.

7. No part of the main foundation or projecting porch shall be placed nearer to the front line of a building site than the building line or lines shown on the plat.

8. 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 two (2) sets of the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work shall have been submitted to and approved in writing by a Property Committee consisting of H. Jerry Sawicki and Peter P. Sawicki, or the survivor of them. One (1) set of writings submitted to the Committee may be retained by it. In the event of the resignation, death or failure to act by any committee member, the remaining member shall have the power to appoint his successor. The above Committee then shall serve until another committee is elected as hereinafter provided. The Committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion, for aesthetic or other reasons, and, in so passing upon such plans, specifications and grading plans, the Committee shall have to take into consideration all of the restrictions contained herein. In the event such Committee shall fail to approve or disapprove such plans, specifications and grading plans within sixty (60) days after the same have been submitted to it, then such approval will not be required, provided, however, the design of the structure, size, construction and its location on the building site conforms to and is in harmony with existing buildings in Hillside Manor, Plat I, if such plans pertain to premises in said Plat I, and in Hillside Manor, Plat II if said plans pertain to realty in Plat II, and the restrictions contained herein. The members of the Committee shall not be entitled to any compensation.
9. A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear ten (10) feet of each lot and across other space designated on the recorded Plats as an easement right-of-way for utility installation, removal, repairs and maintenance, together with the free right of entry for purposes of maintaining grade and drainage and other lawful and proper purposes. The said respective owners, their respective successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any subsequent owner.

10. When all lots have been sold by the present owner, the Committee may appoint successors consisting of the then lot owners and thereafter the Committee shall be elected by majority vote of lot owners.

11. The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by each of the undersigned owners, their respective successors, legal representatives and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

12. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

IN CONSIDERATION of the premises and of the enhancement in value to said parcels of land, Keyport Finance Co., Agen Construction Co., and Airport Construction Co. establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 10th day of March, 1970.
Signed by Keyport Finance Co., by Henry J. Sawicki, Jr. Vice-President and Velma E. Sawicki, Assistant Secretary.

Signed by Agen Construction Co., by Robert W. Agen, President and Henry J. Sawicki, Jr. Vice-President.

Signed by Airport Construction Co., by Ralph M. McCluskey, President and Henry J. Sawicki, Jr. Vice-President.

Two witnesses.

Acknowledged March 10, 1970 by Keyport Finance Co., Agen Construction Co., and Airport Construction Co., by said Officers, by authority of their Boards of Directors before a Notary Public, Lucas County, Ohio, (Seal).

IN CONSIDERATION of the premises and of the enhancement in value to said parcels of land, Sterling Corp. joins in establishing the foregoing restrictions and covenants and executes the same at Toledo, Ohio, this 10th day of March, 1970.

Two witnesses. 

STERLING CORP.

By Peter P. Sawicki, President,

and Henry J. Sawicki, Jr., Vice-President.

Acknowledged March 10, 1970 by said Sterling Corp., by said Officers, by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 10, 1970 at 2:48 P.M., and recorded in Volume 2311 of Mortgages, page 675.