LOCH HAVEN

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DECLARATION OF RESTRICTIONS FOR LOCH HAVEN
AN ADDITION IN THE VILLAGE OF MAUMEE, LUCAS COUNTY, OHIO.

WHEREAS, The Loch Haven Realty Company, an Ohio Corporation of Toledo, Ohio, hereinafter referred to as the "Company", is the record owner in fee simple of certain lots in Loch Haven Addition, a Subdivision in the Village of Maumee, Lucas County; and

WHEREAS, certain lots in said Subdivision have been sold and deeds conveying the same restrict the manner of use, improvement and enjoyment thereof, but said restrictions by the terms of the instrument creating same have expired; and

WHEREAS, there are no restrictions upon the manner of use, improvement and enjoyment of the lots or parts of lots in said Subdivision owned by the Company; and

WHEREAS, it is desirable that reasonable restrictions upon the manner of use, improvement and enjoyment of said lots and parts of lots be imposed upon the same; and the Company desires to make known said restrictions subject to which said lots and parts of lots will hereafter be conveyed by it; and

WHEREAS, other lot owners in said Subdivision may join in said restrictions, by consent thereto, which restrictions shall become effective as to such lot owners from and after October 1, 1947,

NOW, THEREFORE, in consideration of the premises, the Company, as the owner of certain lots and parts of lots in said Loch Haven Addition, being desirous of establishing restrictions upon said lots and parts of lots and in consideration of the enhancement in value thereof, and to afford purchasers due and ample protection in the use and occupancy thereof, for the purposes for which the same are designed, hereby declares that the hereinafter enumerated lots and parts of lots now owned by the Company in said Loch Haven Addition are held by it and shall be hereafter conveyed by it subject to the restrictions hereinafter set forth, and that said Loch Haven Realty Company does hereby consent to the imposition of said restrictions upon said lots.
Lots Numbers 1, 2, 3, 10, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 40, 41, 42, 52, 53, 54, 55, 56, 57, 60, 61, 62, 68, 69, 70, 73, 74, 75, 76, 78, 79, 80, 83, 86, 87, 88, 89, 91, 92, 96, 98, 100, 101, 102, 103, 104, 106, 107, 108, 109.

1. All lots in said Subdivision shall be known and described as residential lots.

2. The main foundation walls of any residence erected upon said lots or parts of lots shall, exclusive of steps, porches and terraces, conform to the building line as shown on the recorded plat of Loch Haven Addition in the Recorder's Office of Lucas County, Ohio, but no residence shall be constructed closer than 5 feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear 1/4 of a lot, except that on corner lots no structure shall be permitted nearer than 5 feet to the side street line. This paragraph shall not prohibit the location of a single family dwelling on parts of two adjoining lots.

3. No noxious or offensive trade shall be carried on upon any lot in said Addition, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

4. No building or other structure shall be erected, located, moved or maintained on any lot, except in accordance with plans and specifications, showing the nature, kind, shape, type and material of such structure, which shall have been approved by endorsement thereon, in writing, by the Company, or a Committee of lot owners appointed by it. Any such Committee appointed by the Company shall continue to function, with power to perpetuate itself after the Company has ceased to exist. Any determination made by the Company or such Committee in good faith, shall be binding upon all parties in interest.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence
of a temporary character be permitted.

6. No stable, cattle yard, hog pen, fowl yard or cesspool, privy vault or any form of privy shall be erected, permitted or maintained on any lot in said Addition, nor shall any live poultry, hogs, cattle or other live stock, or any noxious, dangerous or offensive thing be permitted or maintained thereon.

7. No signs of any character shall be erected, posted or otherwise displayed on or about any lot, without the written permission of the Company or the Committee appointed by it, which shall have the right, in its or their discretion, to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

8. A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

9. The ground floor area of any residence or dwelling shall not be less than 700 square feet for a 1 story structure, nor less than 500 square feet for a one and one-half or two story structure.

10. No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot.

11. OMITTED.

12. The above covenants and restrictions shall run with the land, and shall be binding on each and every person who shall hereafter become the owner of any interest in any lot or part of lot in said Addition until October 1, 1975, at which time said covenants and restrictions or any portion thereof, may be extended for a further 10 year period, and for successive 10 year periods thereafter, on the written approval or agreement of 60% of the property owners in said Addition.

13. Any violation or attempt to violate any of the foregoing covenants or restrictions shall be unlawful. Any person or persons owning any lot in said Addition may prosecute any proceeding, at law or in equity, against the person or persons violating or attempting to violate any of the foregoing covenants or restrictions, to prevent or enjoin him or them from so doing, or to recover damages
or other dues for such violation.

14. Invalidation of any one of the foregoing covenants or restrictions by judgment or Court order shall in no wise affect any of the others, which shall remain in full force and effect.

The word "Company" as used herein shall include its successors and assigns.

IN WITNESS WHEREOF, the Loch Haven Realty Company has caused its name to be signed by its duly authorized officers this 23rd day of September, 1947.

THE LOCH HAVEN REALTY COMPANY
By Irving J. Blumberg, President
By N. V. Gruss, Secretary

Two witnesses.
(no corporate seal)

Acknowledged September 23, 1947 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Received for record September 25, 1947 and recorded in Volume 1358 of Mortgages, page 264.