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 FOR
ORCHARD HILLS PLAT I, SUBDIVISION

WHEREAS, Thyer Builders Incorporated is the owner of the property
herein referred to and described as Orchard Hills Plat I, and is comprised
of lots numbers 1, 2, 3 and lots numbers 9 through 97 inclusive, in
Adams Township, Lucas County, Ohio, in a plat duly recorded in Lucas
County, Plat Records.

WHEREAS, The said owner desires to make known the restrictions,
conditions, protective covenants, and agreements, subject to which all
of the said property referred to herein is now owned by it respectively.

NOW THEREFORE, It hereby adopts this subdivision into lots as
shown and dedicates for public use the ways hereon shown. It hereby
reserves for itself, its successors, and assigns the right to use and
permit the use of a strip of land 5 feet in width, along the rear of
each lot, and a strip of land 5 feet in width along the side of each of
several lots, as shown hereon, for the construction and maintenance of
public or quasi-public utilities or plan for the better and uniform
improvement and development of Orchard Hills Subdivision, and for the
benefit and protection of all persons who may hereafter become owners
of lots therein. In consideration of the mutual execution hereof and
the enhancement of value of said property to the respective owners
thereof, and to afford purchasers of all said property due and ample
protection in the uses and occupancies thereof for the purposes for which
it is designed, and shall be conveyed by it subject to all the restrictions,
conditions, protective covenants and agreements hereinafter set forth:

1. Said lots shall be used for residence purposes only. No
building shall be erected, altered, placed, or permitted to remain on
any lot other than a 1 detached single-family dwelling not to exceed 1 story in height and a private garage for not more than 2 cars.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of the workmanship and materials, harmony of external design with existing structures, and to the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than a minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less than $9500.00 based upon cost levels prevailing on the date of these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of 1 story open porches and garages, shall be not less than 768 square feet for a 1 story dwelling.

4. No building shall be located on any lot nearer than the minimum building setback lines for front lot lines and side street lot lines as shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet of the front lot line, or nearer than 25 feet of any side street lot line. No building shall be located nearer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear
lot line. For the purpose of this covenant eaves, steps, and open porches, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. No lot shall have less than a minimum area of 5000 square feet. No dwelling erected in this subdivision shall have an area less than 768 square feet.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance, or a nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. All restrictions herein contained 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.

9. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

10. The aforesaid restrictions shall be in full force and effect until the first day of January, 1990.

IN WITNESS WHEREOF, Thyer Builders, Incorporated, by ROBERT THYER, its President, and LEONARD THYER, its Vice-President, and WILLIAM T. BEUMEL, its Secretary-Treasurer, thereunto duly authorized, has hereunto set its hand this 22 day of June, 1960.

Signed by THYER BUILDERS, INC.; Robert Thyer, President; Leonard Thyer, Vice-President; William T. Beumel, Sec.-Treasurer.

Two witnesses.
Sworn and subscribed to October 3rd 1960 before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 3rd 1960 and recorded in Volume 19B7 of Mortgages, page 44.

AMENDED DECLARATION OF RESTRICTIONS FOR ORCHARD HILLS PLAT I, SUPDIVISION

Amended declaration of restrictions for Lots 1, 2, 3 and 9 through 97 both inclusive, in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio, duly executed on January 28th 1961, by Thyer Builders, Inc., an Ohio corporation, George Bowers and Betsy Jean Bowers, husband and wife, and Russell George Schultz and Judith Ann Schultz, husband and wife, the then owners of said premises.

WHEREAS, the said Thyer Builders, Inc. is the owner in fee simple of lots number 1, 2, 3, 9 through 60, both inclusive, 62, 63, 64 and 66 through 97, both inclusive, in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said George Bowers and Betsy Jean Bowers are the owners of lot number 61 in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said Russell George Schultz and Judith Ann Schultz are the owners of lot number 65 in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio, and

WHEREAS, said owners desire to amend and make certain modifications in the Declaration of Restrictions pertaining to said lots and recorded on October 3rd 1960 in Volume 19B7, page 44, and

WHEREAS, said owners desire to make known said amendment and modification in said Declaration of Restrictions and desire to make known that the lots aforesaid are to be conveyed by them respectively, subject
to the restrictions, conditions, covenants, charges and agreements contained in said Declaration of Restrictions as amended and modified hereby:

NOW THEREFORE, said owners hereby declare that said real estate is held by them and shall be conveyed by them subject to all of the restrictions, conditions, covenants, charges and agreements set forth in said Declaration of Restrictions recorded on October 3rd, 1960 in Volume 1987, page 44 as amended and modified hereby. Said amendment and modification is as follows:

1. Item "1" of said Restrictions is hereby rescinded and cancelled and in its place the following provision shall be inserted:
   "1. Said lots shall be used for residence purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than 1 detached single-family dwelling of either 1 story, split-level or 1 1/2 story height and design, and a private garage for not more than 2 cars."

2. Item "3" of said Declaration of Restrictions shall be enlarged and modified by adding the following sentence at the end of said Item:
   "The total floor area (including the main level and upper and lower levels in a split-level dwelling and both floors in a 1 1/2 story dwelling) of the main structure, exclusive of 1 story open porches and garages, shall be not less than 1,250 square feet for a split-level or a one and one-half story dwelling."

IN WITNESS WHEREOF, said owners, have hereunto set their hands on the day and year first above written.
Signed by Thyer Builders, Inc.; Leonard Thyer, Vice President; William T. Beumel, Secretary; George Bowers; Betsy Jean Bowers; Russell George Schultz; Judith Ann Schultz.

Two witnesses.

Acknowledged January 28th 1961, by Thyer Builders, Inc., by said officers, by authority of its Board of Directors, in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).


Received for record February 14th 1961 and recorded in Volume 1999 of Mortgages, page 310.

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REVISED DECLARATION OF RESTRICTIONS FOR ORCHARD HILLS,
PLAT I AND THE RE-PLAT OF PARTS OF ORCHARD HILLS, PLAT I
DATED APRIL 24, 1961

Revised Declaration of Restrictions for Lots Number 1, 2, 3, 9 through 47, both inclusive, and 60 through 97, both inclusive, in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio and Lots Number 98 through 101, both inclusive, in the Re-plat of Parts of Orchard Hills, Plat I, a Subdivision in Adams Township, Lucas County, Ohio, duly executed on April 16, 1961, by Thyer Builders, Inc., an Ohio corporation, George Bowers and Betsy Jean Bowers, husband and wife, Russell George Schultz and Judith Ann Schultz, husband and wife, Earl D. Houser and Laura E. Houser, husband and wife, and Henry Plassman and Helen E. Plassman, husband and wife, the then owners of said premises.

WHEREAS, the said Thyer Builders, Inc. is the owner in fee simple
of Lots Number 2, 3, 9 through 24, both inclusive, 26 through 47, both inclusive, 60, 62, 63, 64 and 66 through 97, both inclusive, in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said George Bowers and Betsy Joan Bowers are the owners of Lot Number 61 in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said Russell George Schultz and Judith Ann Schultz are the owners of Lot Number 65 in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said Earl D. Houser and Laura E. Houser are the owners of Lot Number 1 in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said Henry Plassman and Helen E. Plassman are the owners of Lot Number 25 in Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio; and the said Thyer Builders, Inc. is the owner of Lots Number 18 through 101, both inclusive, in the Replat of Parts of Orchard Hills Plat I, a Subdivision in Adams Township, Lucas County, Ohio, and

WHEREAS, the said owners desire to rescind the Declaration of Restrictions and the Amended Declaration of Restrictions pertaining to the aforesaid lots and recorded respectively on October 3, 1960 in Volume 1967, Page 44 and on February 14, 1961 in Volume 1995, Page 310, Lucas County Records and

WHEREAS, the said owners desire to make known revised restrictions, conditions, covenants, charges and agreements, subject to which the lots aforesaid are to be conveyed by them, respectively;

NOW THEREFORE, to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designed, the said owners hereby declare that said real estate is held by them and shall be conveyed by them subject
to all of the restrictions, conditions, covenants, charges and
agreement hereinafter set forth, notwithstanding anything to the contrary
contained in the aforesaid Declaration of Restrictions and the aforesaid
Amended Declaration of Restrictions which are hereby rescinded and
revised as follows:

1. The said owners hereby adopt Orchard Hills, Plat I and the
Re-plat of Parts of Orchard Hills, Plat I into lots as shown on said
plats and dedicate for public use the ways shown thereon and join in the
utility reservations shown thereon;

2. Said lots shall be used for residence purposes only. No
building shall be erected, altered, placed or permitted to remain on
any lot other than one detached single-family dwelling of either one
story, split-level, one and one-half story or two story height and
design, and a private garage for not more than two cars;

3. No building shall be erected, placed or altered on any lot
until the construction plans and specifications and a plan showing the
location of the structure have been approved by the Architectural
Control Committee as to the quality of the workmanship and materials,
harmony of external design with existing structures, and to the location
with respect to topography and finish grade elevation. No fence or wall
shall be erected, placed or altered on any lot near to any street than
the minimum building setback line unless similarly approved.

4. No dwelling shall be permitted on any lot at a cost of less
than $9,500.00 based upon the cost levels prevailing on the date that
these covenants are recorded; it being the intention and purpose of the
covenants to assure that all dwellings shall be of a quality of workman-
ship and materials substantially the same or better than that which
can be produced on the date that these covenants are recorded at the
minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 768 square feet for a one story dwelling. The total floor area (including the main level and upper and lower levels in a split-level dwelling and both floors in a one and one-half story and a two story dwelling) of the main structure, exclusive of one story open porches and garages, shall be not less than 1,140 square feet for a split-level, one and one-half story or a two story dwelling.

5. No building shall be located on any lot nearer than the minimum building setback lines for front lot lines and side street lot lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet from the front lot line, or nearer than 25 feet from any side street lot line. No building shall be located nearer than 5 feet to an interior lot line, or in the event any lot is split, to any building parcel line, except that no side yard shall be required for a garage or other permitted accessory building. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

6. No lot shall have less than a minimum area of 5,000 square feet. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
8. The Architectural Control Committee is composed of Sam A. Tisci, 271 Margaret Place, Perrysburg, Ohio, Leonard Thyer, 4901 woodland Lane, Sylvania, Ohio, and William T. Beumel, 1627 Potomac Drive, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots shall have the power through a recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said owners, have hereunto set their hands on the day and year first above written.

Signed by THYER BUILDERS, INC.; by Leonard Thyer, Vice-President; by William T. Beumel, Secretary; George Bowers; Betsy Jean Bowers; Russell George Schultz; Judith Ann Schultz; Earl D. Houser; Laura E. Houser; Henry Plassman; Helen E. Plassman.

Four witnesses, two as to each signature.

Acknowledged April 24" 1961 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal.)

Received for record April 25" 1961 and recorded in Volume 2007 of Mortgages, page 223.