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 RESTRICTION FOR ORCHARD HILLS, PLAT 2
DATED June 6, 1963

Declaration of Restrictions for Lots Numbers one hundred three (103) through two hundred thirty-two (232), both inclusive, in Orchard Hills, Plat 2, a Subdivision in Adams Township, Lucas County, Ohio, duly executed on June 6, 1963 by Thyer Builders, Inc., an Ohio Corporation, the then owner of said premises.

WHEREAS, the said Thyer Builders, Inc. is the owner in fee simple of lots numbers one hundred three (103) through two hundred thirty-two (232), both inclusive, in said Orchard Hills, Plat 2; and

WHEREAS, the said owner desires to make known restrictions, conditions, covenants, charges and agreements, subject to which the lots aforesaid are to be conveyed by it:

NOW, THEREFORE, to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purpose for which it is designated, the said owner hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. The said owner hereby adopts Orchard Hills, Plat 2, into lots as shown on said plat and dedicates for public use the ways shown thereon and joins in the utility reservations shown thereon;

2. With the exception of lot number one hundred ten (110) in said Orchard Hills, Plat 2, which said lot is dedicated to public use for park purposes, all of 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, split-foyer, one and one-half story or two story height and design, and a private garage for not more than two cars, provided, however, that a garage shall not be required for any dwelling constructed;

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 structure, and as to 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 the minimum building setback line unless similarly approved;  

4. No dwelling shall be permitted on any lot at a cost less than $9,500.00 based upon cost levels prevailing on the date that these covenants are recorded; it being the intention and purpose of these 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 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 eight hundred fifty (850) 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, the foyer level and main and upper and lower levels in a split-foyer 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, split-foyer, 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 30 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. Dwellings located on corner lots may be constructed with the front elevation facing the longest dimension of the corner lot and in such cases, the same requirements that would have been applicable as minimum building setback lines if the dwelling had been constructed with the front elevation facing the shortest dimension of the corner lot shall nevertheless be applicable;

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 an annoyance or nuisance to the neighborhood. No cows, horses, chickens, or other livestock shall be kept or maintained on any of these lots;

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. After construction of a dwelling on a lot, no house trailer, boat, boat trailer or similar item shall be placed or kept on said lot except when stored in an enclosed garage;

8. Notwithstanding anything herein contained to the contrary, structures and other buildings incident to and used in connection with the construction and/or sale of homes in the subdivision may be erected and maintained on any lot provided that special written approval of the "Architectural Control Committee" is obtained;

9. The "Architectural Control Committee" is composed of Sam A. Tisci, 271 Margaret Place, Perrysburg, Ohio, Leonard Thyer, 5473 Olde Post 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.
The then existing Committee, may, by an instrument in writing, in the nature of an assignment, vest the functions, rights and duties of the Committee in an association of home owners or any other similar group, which said assignment shall be recorded in the Office of the Recorder of Lucas County, Ohio, provided, however, that the individuals hereby constituted as members of the Committee and/or the successors designated by them shall have the conclusive right to continue to function as the Committee if they or the majority of them so desire until such time that a dwelling has been constructed on each of the aforesaid lots.

The Committee's approval or disapproval as required by 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;

10. 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 twenty-five (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 effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said owner has hereunto set its hand on the day and year first above written.
Thyer Builders, Inc.
By Leonard Thyer, Vice President
By William T. Beumel, Secretary
(With corporate seal)

Two witnesses...

Acknowledged June 6, 1963, by said Company, 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 June 6, 1963 and recorded in Volume 2078 
of Mortgages, page 703.
AMENDED DECLARATION OF RESTRICTIONS FOR
ORCHARD HILLS, PLAT 2

Amended Declaration of Restrictions for lots numbers 103 through 109 both inclusive, 111 through 232, both inclusive, in Orchard Hills, Plat 2, a Subdivision in Adams Township, Lucas County, Ohio, duly executed on October 31, 1963 by Thyer Builders, Inc., an Ohio Corporation the then owner of said premises.

WHEREAS, the said Thyer Builders, Inc., is the owner in fee simple of lots number 103 through 109, both inclusive and 111 through 232 both inclusive, in said Orchard Hills, Plat 2; and

WHEREAS, lot number 110 in said Orchard Hills, Plat 2 has previously been dedicated to public use for park purposes; and

WHEREAS, said owner desires to amend and make certain modifications in the Declaration of Restrictions pertaining to said lots and recorded in Volume 2078, page 703 of the Mortgage Records of Lucas County, Ohio; and

WHEREAS, said owner desires to make known said amendment and modification in said Declaration of Restrictions and desires to make known that the lots aforesaid are to be conveyed by it subject to the restrictions, conditions, covenants, charges and agreements contained in said Declaration of Restrictions recorded in Volume 2078 page 703 of the Mortgage Records of Lucas County, Ohio as amended and modified hereby;

NOW, THEREFORE, said owner hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements set forth in said Declaration of Restrictions recorded in Volume 2078 page 703 of the Mortgage Records of Lucas County, Ohio as amended and modified hereby. Said amendment and modification is as follows:

1. Paragraph "1" of said Declaration of Restrictions is retained in its entirety and expanded to also contain the following provision:

The public or quasi-public facilities referred to in said plat in connection with the utility reservations shown thereon shall include drainage and in this regard there shall not be any obstruction of surface drainage within said utility reservations;

2. That portion of Paragraph "3" of said Declaration of Restrictions stating that "No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved;" is hereby rescinded and canceled and in place thereof, the following provisions shall be inserted:
No fence, wall, hedge or shrub planting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, and, in any event, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot (irrespective of approval) within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Said owner reserves the sole and exclusive right to establish grades and slopes for each lot and no modification in the established grade and slope of any lot shall be placed upon any lot that will adversely interfere with the surface drainage of any lot;

3. That portion of Paragraph "4" of said Declaration of Restrictions stating that "No dwelling shall be permitted on any lot at a cost less than $9,500.00 based upon cost levels prevailing on the date that these covenants are recorded;" is hereby rescinded and cancelled and in place thereof, the following provision shall be inserted:

No dwelling shall be permitted on any lot at a cost of less than $10,500.00 based upon cost levels prevailing on the date that these covenants are recorded;

IN WITNESS WHEREOF, said owner has hereunto set its hand on the day and year first above written.

Thyor Builders, Inc.
By. Leonard Thyor,
Vice President
By. William T. Beumel,
Secretary

Two witnesses.

Acknowledged October 31, 1963, by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio.

Received for record November 1, 1963 and recorded in Volume 2096 of Mortgages page 523.