OTTAWA
HILLSIDE

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DECLARATION OF RESTRICTIONS
for
OTTAWA HILLSIDE ADDITION, IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS: That The Port Lawrence Title & Trust Co., Trustee, an Ohio corporation, and Frnan Development & Construction, Inc., an Ohio corporation, being the present owners of each and every of the lots known as number one to thirty-nine (1 - 39) inclusive in the Subdivision in Washington Township, Lucas County, Ohio, known as Ottawa Hillside:

WHEREAS, Ottawa Hillside Addition is a Subdivision in Washington Township in Lucas County, Ohio, which has been subdivided and laid out into lots which are numbered consecutively from 1 to 39 inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 57 at page 61 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 purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in Ottawa Hillside Addition in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable district and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

NOW, THEREFORE, in consideration of the premises, and in consideration of the benefits accruing to us jointly and severally and in consideration of the mutual promises of the undersigned to restrict all lots owned by each of us in said subdivision, and for the mutual benefit and protection of each and every person who is now or shall hereafter become the owner of any interest in and to any lot or part thereof in Ottawa Hillside Addition, and to include all lots or any part thereof now owned and held by the undersigned, we hereby agree among and between ourselves that the lot, lots or any part thereof owned by each of us in Ottawa Hill-
side Addition, a Subdivision in Washington Township, Lucas County, Ohio, will henceforth be held, occupied and conveyed by us subject to certain restrictions set forth hereinbelow, and the undersigned for ourselves, our heirs, legal representatives, successors and assigns specifically agree to include said restrictions in any and all instruments or conveyances affecting said premises, it being hereby mutually agreed that said restrictions shall run with the land, and that the following restrictions are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and to all lots or parts thereof in said Ottawa Hillside Addition as a general plan, and shall be binding upon all owners of any interest in and to said property, their grantees, heirs, executors, administrators, legal representatives, successors and/or assigns in the manner following, to-wit:

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner and all persons claiming under or through them until December 31, 1970, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by the then owners of a majority of the lots numbered above it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (1) above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. No building, structure or basement shall be erected, placed or altered on any such residential lot numbered above until the building plans and specifications and a plot plan showing the location of such building have been approved in writing by the committee, as to the archi-
tectural design, size, quality and cost of such building and as to its location with respect to topography and finished ground elevation. No porch or structural change shall be made unless approved in writing by the committee. Such approval shall be required for a period of ten (10) years from the date hereof.

4. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee whose office is 633 Security Building, Toledo, Ohio, shall be composed of W. Claude Gill, Herman R. Miller & James J. Mickles until such time as said company has conveyed to others seventy-five (75) percent of the lots in said addition, after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a majority of said lots. 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 in the absence of action by the lot owners. 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, after said company has conveyed to others seventy-five (75) percent of the lots in said addition, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Until further notice the committee meetings will be held at the office of the Architecture committee on the first and third Tuesday of each month at 9 a.m., and any two committee members will constitute a majority and have authority to act.

5. PROCEDURE. 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 thirty (30) days after plans and specifications have been submitted to it, then the same shall be deemed approved.

6. ENFORCEMENT. 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.

7. SEVERABILITY. 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.

8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and these household pets restricted within the lot limits of their respective owners property.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage cans and disposal units must be submerged below ground level and concealed.

10. Building lines for the lots in said plat are designated on the recorded plat thereof. No building, or any part thereof, shall be erected, or maintained on any part of said lots closer to any street than said building lines; provided, however, that unenclosed porches may extend not more than ten (10) feet beyond said building lines. This restriction is predicated on the fact that it does not violate any code of Washington Township, Building inspection or plan commission requirements.

11. A minimum free or open space of not less than eight (8) feet shall be maintained on each side of every lot built upon, which free
or open space shall extend the full depth of the lot and no part of any building shall encroach upon such free space.

12. No building, fence, wall, sign, or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which have been submitted to the committee, its successors or assigns and the committee's approval thereof has been endorsed in writing.

13. The committee hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, easements and agreements herein contained, as to any part of said plat then owned by The Port Lawrence Title & Trust Co., Trustees and Franam Development & Construction, Inc., provided said committee first obtains the consent of the owners of a majority of the lots in said plat.

14. If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of said addition, whether public or private, whether heretofore described or not, such nuisance shall forthwith abate upon notice or demand to that effect from The Port Lawrence Title & Trust Co., and upon failure so to do, The Port Lawrence Title & Trust Co. may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose, and neither The Port Lawrence Title & Trust Co., nor its successors or assigns, or any owner or occupant shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the owner of the land on which nuisance was committed, all the cost and expense, including attorney fees, incurred or expended in abating such nuisance.

15. The determination by The Port Lawrence Title & Trust Co., its successors or assigns, as to what constitutes a nuisance within the meaning of this Article shall be conclusive and binding, and no other person, shall be entitled to any injunction to prevent the said The Port Lawrence Title & Trust Co., from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.

USE OF LAND

16. All lots in Ottawa Hillside Addition shall be used for private single residence purposes only, except lots numbers 1 to 16 inclusive for which a provision is hereinafter made. Lots numbers 1 to 16 inclusive, in Ottawa Hillside Addition will be zoned R 1 and the type of structures to be erected on lots numbers 1 to 16 shall be determined by the type of structures permitted under the regulations of R 1 zoning.

17. No building, fence, hedge, wall, walk or other structure, grading or planting shall be constructed, erected, maintained, added to, changed or altered otherwise than strictly in accordance with the plans and specifications so approved in writing by the committee.

18. No signs of any character shall be erected, posted, posted or displayed upon or about any lot in or part of said addition without the written permission of the committee, and it shall have the right in its uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

19. No trailer of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the architectural control committee.
20. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan, with the exception of items such as grading, exterior painting, concrete work, etc., which weather conditions may not permit the completion of.

21. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor shall be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises, except as stated in Section (16) hereof, being herein expressly restricted to single family residential purposes only.

22. Enforcement of restrictions: Violation of any of the restrictions herein contained shall provide to the Port Lawrence Title & Trust Co. the right to enter upon the property upon which violation exists and to be summarily abated and removed at the expense of the owner thereof, any action, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Port Lawrence Title & Trust Co. shall not be thereby deemed in any way guilty of trespass for any such entry, abatement or removal, the provisions herein contained shall bind and inure to the benefit of and be enforceable by the owners of any lot included in Ottawa Hillsdale Addition, their respective legal representatives, successors, assigns, and failure to enforce any of said restrictions, shall in no event be deemed a waiver or right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

23. A permanent fence has been erected on lots numbers 1, 2, 3, 29, 28 and 27. This fence so placed on said lots shall become the property of the purchasers of said lots and shall be permanently maintained, unaltered in any respect, unless a prior written approval of the architectural committee is given to each request for alteration or removal, a permanent easement being hereby reserved for said fence.

24. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any other product or material except that during the period a building is in process of erection upon any such lot building materials may be stored thereon, provided, however, that any such materials not incorporated in said building within ninety (90) days after its delivery to such lot shall be removed therefrom. Structures must be completed by any owner within six (6) months of the date of initial construction with the exception of the exterior items, the completion of which may be hindered due to weather conditions and acts of God.

MAINTENANCE CHARGES

25. All the land included in this subdivision, whether owned by the companies or by others, except streets, ways and parks, maintained for the general use of the owners of land included in this subdivision and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge of twenty (20) cents per hundred square feet or fraction thereof of area of each lot to a depth from the frontage of any street of one hundred fifty (150) feet.

26. To ascertain the area of a lot subject to the maintenance charge a line shall be drawn one hundred fifty (150) feet distant from and parallel to the front line of the lot and the area subject to the maintenance charge shall be that part of the lot between such two lines.

27. The determination by the architectural control committee of the area of a lot subject to maintenance charges shall be a final and binding, commencing on the fifteenth day of June, 1960, and on the fifteenth day of June of each year thereafter. Each owner of property in said subdivision shall pay to the architectural control committee in advance the maintenance charge against his property and such payments shall be used to create and continue a maintenance fund to be used as hereinafter stated. Payable to the Architectural Control Committee whose office is 633 Security
Building, Toledo, Ohio. This maintenance charge does not apply to vacant lots, but only to those lots where construction has either started or has been completed on the lot or lots.

28. The annual charge may be adjusted or reduced from year to year by the committee as the needs of the property may in its judgment require, but in no event shall the charge in any year exceed twenty-five cents per one hundred square feet of area.

29. Said maintenance fund shall be used for maintenance of lighting, including all lamps, trees, shrubbery and bushes located within the boundaries of any streets or parkways.

30. Upon demand the committee shall furnish to any owner or mortgagee or person interested, a statement showing the unpaid maintenance charges against any lot or lots.

31. The erection of any building or the commencing of any alteration or change, which requires the committee’s approval, shall not start until the endorsement of approval by the committee appears on the plans of subject building or drawing of alteration or change.

32. On re-subdividing any of the parcels of Ottawa Hillside Addition, a written request in the form of a drawing showing the exact location of all re-subdivision lot lines and stating the ultimate legal description shall be submitted to the architectural control committee and endorsed by it prior to recording.

Executed at Toledo, Ohio this 3rd day of March, 1960.

Signed by The Port Lawrence Title & Trust Co. Trustee by Vincent J. Mayers, Vice President and M. K. Dimke, Secretary with corporate seal and by Franam Development & Construction, Inc. by David M. Burns, President and James J. Mickle, Secretary-Treasurer.

In witness, 2 as to each signature.

Acknowledged March 3, 1960 by The Port Lawrence Title & Trust Co., Trustee by said officers by authority of its board of directors before a Notary Public, Lucas County, Ohio. Seal.


Received for record March 18, 1960 and recorded in Volume 1962 of mortgages at page 329.
(A) On July 24, 1963 at 2:36 P.M., there was filed in the Recorder's Office of Lucas County, Ohio, the following instrument:

The undersigned signers as duly recorded owners of Lots in Ottawa Hillside, a Subdivision in the City of Toledo, Lucas County, Ohio, do hereby as 75% legal owners of the Ottawa Hillside Addition, form a new Architectural Control Committee as stated in Section 4 of the Declaration of Restrictions for Ottawa Hillside in the City of Toledo, Lucas County, Ohio.

Said Committee to be elected from the legal owners of said Addition and said election to be at open meeting to be held by the undersigned within 30 days after obtaining of the 75% legal signature required.

Signed by Floryan J. Anderson and other owners.

Signed by Chester J. Kizmierski July 9, 1963 before a Notary Public, Lucas County, Ohio, (seal).

See Volume 18 Miscellaneous Records, page 244.

(b) On July 24, 1963 at 2:37 P.M., there was filed in the Recorder's Office of Lucas County, Ohio, the following instrument dated July 24, 1963:

The Ottawa Hillside Architectural Committee newly formed and organized July 18, 1963 at a regular meeting which was held Thursday, July 18, at 8:00 P.M. at 1514 Glenway Drive, Toledo, Ohio, does hereby notify the following persons who composed the original Ottawa Hillside Architectural Committee that they have been relieved of their duties effective this date, July 18, 1963.

The newly organized committee is composed of the majority of the lot owners in Ottawa Hillside Subdivision.

Said committee consists of the following persons:

William L. Laycock, 1504 Glenway Drive

Leslie A. Wood, 1514 Glenway Drive
Jack F. Cummings, 1516 Cherry Valley

Signed: Leslie A. Wood

See Volume 18 Miscellaneous Records, page 245.

(C) By instrument dated July 25, 1963, the majority of the lot owners in Ottawa Hillside Addition acting under Article 4, Section A, Membership of the Declaration of Restrictions for Ottawa Hillside Addition did change the membership of the Architectural Control Committee and did appoint William S. Laycock, Leslie A. Wood and Robert Colchagoff.

Signed by Floryan J. Anderson and other owners.

Received for record July 29, 1963 at 4:18 P.M. and recorded in Volume 18 Miscellaneous Records, page 247.

(D) CONSTITUTION - OTTAWA HILLSIDE LOT OWNERS ASSOCIATION

Article I: Name

The organization of lot owners of Ottawa Hillside Addition located in Toledo, Ohio shall be known as the Ottawa Hillside Lot Owners Association subsequently referred to as the "Association".

Article II: Purposes

Section 1. The Association shall work for the maintenance and improvement of the Addition so that the original character of the neighborhood may be perpetuated.

Section 2. The Association shall choose members of the Architectural Control Committee as stated in Article III, Section 2, and make recommendations for action to it.

Section 3. All actions shall be in harmony with and subject to the provisions of the "Declaration of Restrictions for Ottawa Hillside Addition". The preceding statement shall not be construed to restrict the actions of the Association only to those areas specifically mentioned in the Declaration of Restrictions.

Article III: Organization
Section 1. Architectural Control Committee

A. The executive power of the Association shall be vested in the Architectural Control Committee selected by lot owners.

B. There shall be three members of the Committee, one each initially elected for terms of one, two and three years. Thereafter all terms shall be for three years.

Section 2. Elections

A. Each year after election of the new member in a regular election the Committee shall select a chairman, treasurer, and secretary from among themselves to serve both the Architectural Control Committee and the Association.

B. In the event of a vacancy, a new member shall be elected at the next announced meeting to complete the unexpired term.

C. Any member may be replaced at any time by a majority vote of all lot owners.

Article IV: Meeting

Section 1. The Architectural Control Committee shall meet at regularly scheduled meetings as announced by them.

Section 2. Meetings of the Association should be called as needed by the Architectural Control Committee. An announced meeting must be held during September of each year to elect a member of the Architectural Control Committee.

Article V: Amendment

Section 1. Amendments to the constitution of the Ottawa Hillside Lot Owners Association may be added at any time by the written approval of a majority of the lot owners.

Section 2. No amendment shall be contrary to the provisions of Article II.

Two Witnesses. Signed and acknowledged December 12, 1963 by Dr. Leslie A. Wood and Dr. Harold G. Oddy and Robert D. Colchagoff, before a Notary Public, Lucas County, Ohio, (seal).

Volume 18 Miscellaneous Records, page 313.