PLANTATION
ESTATES

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DECLARATION OF RESTRICTIONS
PLANTATION ESTATES, SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

This is to certify that CLAIR HALDERMAN & SON, INC., DONALD A. DICKSON and BESSIE MAY DICKSON, the owners of all lots in PLANTATION ESTATES, a Subdivision in Sylvania Township, Lucas County, Ohio, do hereby declare and establish the following restrictions, reservations and covenants to be in full force and effect covering all lots of PLANTATION ESTATES aforesaid, as follows:

1. Fully Protected Residential Area. The covenants herein contained shall apply in their entirety to all lots in Plantation Estates.

2. Land Use and Building Type. No lot shall be used for other than residential purposes. No buildings shall be erected, alterred, placed or permitted to remain on any lot other than a single family dwelling and said dwelling shall have not less than Eighteen Hundred Fifty square feet of living area inclusive of garage, also, until the plans for the same have been submitted to Clair Haldeman & Son, Inc., for approval, and until the plans have been approved by written endorsement thereon.

3. Building Location. All buildings shall be located on the lots in said subdivision in accordance with the set-back line shown on the recorded plat thereof. Every dwelling shall be so located so that a side yard is maintained of at least ten (10) feet. The location of dwellings must conform to the building code of Sylvania Township and the County of Lucas.

4. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything to be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The parking of trucks or heavy machinery on the streets in said subdivision, in situations other than those where such trucks and heavy machinery are used in connection with the construction of a dwelling or the improvement or maintenance of the streets or parks in said subdivision, is hereby declared to be a nuisance.

5. Temporary Structures. Structures of a temporary character, trailers, basements, tents, shacks, garages, barns or other out-buildings shall not be used on any lot at any time as a residence, either temporarily or permanently.

6. Signs. No sign of any kind shall be displayed to the public view on any lots in said subdivision, except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
7. **Livestock, Poultry and Animals.** Animals, livestock and poultry of any kind shall not be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and provided that they are so confined that the keeping of them does not become a nuisance.

8. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping area for rubbish. All trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The accumulation of rubbish, trash, garbage or other waste which is permitted to remain on the premises in a manner other than as herein provided is hereby declared to be a nuisance.

9. **Restrictions to Run With The Land.** 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.

10. **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.

   Executed at Toledo, Ohio, this 24th day of April, 1961.

   Clair Halderman & Son, Inc.
   By Keith Halderman,
   President
   By Bernard D. Rice,
   Secretary

   Lot number eighteen shall not be subject to the foregoing restrictions, subject to present nonconforming use.

   Donald A. Dickson
   Bessie May Dickson

Two witnesses.
Acknowledged April 21, 1961, by Clair Halderman & Son, Inc., by Keith Halderman and Bernard D. Rice, President and Secretary, and by authority of its Board of Directors, and by Donald A. Dickson and Bessie May Dickson, before a Notary Public, Lucas County, Ohio, (seal).

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