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DECLARATION OF RESTRICTIONS
as to
POINT PLEASANT COVE
A Subdivision in Washington Township, Lucas County, Ohio

This Declaration, made and entered into by FRONTIER BUILDERS, INC., an Ohio Corporation, this 23rd day of April, 1973:

W I T N E S S E T H:

WHEREAS, Frontier Builders, Inc. holds title in fee simple to a certain parcel of land, situated in Washington Township, Lucas County, Ohio, hereinafter referred to as POINT PLEASANT COVE and those lots which are the subject of these Restrictions are described as follows:

Lots 5 through 69, 71 through 86, inclusive, in POINT PLEASANT COVE, a Subdivision in Washington Township, Lucas County, Ohio; and

WHEREAS, Frontier Builders, Inc. has caused a plat of the above described land to be prepared and recorded which plat provides for:

1. The subdivision of said land into 88 lots numbered consecutively from 1 to 88, which subdivision is known and hereinafter referred to as Point Pleasant Cove and all of said lots are subject to this Declaration of Restrictions, except only Lots 1 to 4 inclusive, Lot 70 and Lots 87 and 88.

2. The dedication to public use of certain streets and ways therein;

3. The reservation of certain easements therein for the installation and maintenance of public utility service; and

4. The reservation of a recreation area and private park for the use and benefit of lot owners in the Subdivision.

WHEREAS, Frontier Builders, Inc. desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Point Pleasant Cove, certain easements and rights in, over and to Point Pleasant Cove and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Point Pleasant Cove, and to impose hereby certain restrictions
on such lots in said Point Pleasant Cove;

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Point Pleasant Cove as an architecturally harmonious, artistic and desirable residence district, Frontier Builders, Inc., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Point Pleasant Cove hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to wit:

ARTICLE ONE

Section 1. Said lots in Point Pleasant Cove shall be known and described as residential lots and shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants, and no other than one single family private residence purpose building, including attached garage (hereinafter for convenience called "dwelling") shall be erected, reconstructed, placed or suffered to remain thereon; and no part of any lot in Point Pleasant Cove shall be used for any non-residential purpose, except as otherwise provided herein.

Section 2. Frontier Builders, Inc. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the plat of Point Pleasant Cove, designated as utility rights-of-way, for the construction, operation and maintenance of electric power and communications lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Point Pleasant Cove, over or upon which
easements for the installation and maintenance of public utilities will be or have been granted.

Section 3. Frontier Builders, Inc. reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

Section 4. Frontier Builders, Inc. reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 5. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by Frontier Builders, Inc. in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cocheres, and other similar projections therefrom.

Section 6. No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications thereof showing the size, location, grade elevations, type, style of architecture, cost, use and materials of construction thereof, the color scheme thereof, and
the grading plan of lot, which detailed plans and specifications shall have been first permanently lodged with and approved in writing by Frontier Builders, Inc., its successors or assigns.

Section 7. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area (excluding garage and basement) less than 1200 square feet, unless in the opinion of Frontier Builders, Inc. the plan submitted is both of such design merit and sufficient cost to merit approval regardless of floor area; and no dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage of not less than 400 square feet.

Section 8. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, and the growing of flowers or ornamental plans for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Frontier Builders, Inc. shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name so that the same may conform to the general plan.

Section 9. No spiritous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas or oil, shall at any time, whether intended for temporary
or permanent purpose, he erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, lamp post, antenna tower, recreational equipment - such as basketball court backboard, or gas meter, whether for use in connection with radio, telephone, television, electric power or any other purpose, and no advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of Frontier Builders, Inc. first having been obtained. The right is reserved by Frontier Builders, Inc. to erected small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 10. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lots or tract. Frontier Builders, Inc. reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become a nuisance to the owners or inhabitants of Point Pleasant Cove.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers or a revolving type not higher than seven feet from the ground. No laundry shall be hung for drying on Sundays or legal holidays; no laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power yard equipment, such as power mowers and power shears, shall be used by anyone on Sundays or legal holidays until after 10:00 A.M.

Section 12. All rubbish, and debris, combustible and non-combustible,
and all garbage shall be stored in enclosed container, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may from time to time, be established by Frontier Builders, Inc., its successors or assigns.

Section 13. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Point Pleasant Cove, except that a boat may be stored in the garage completely hidden from view. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house or out-building of any type will be permitted in Point Pleasant Cove.

Section 14. No dwelling erected in said Point Pleasant Cove shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within 1 year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated within the structure within 90 days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel other than incident to construction of approved structures, shall be removed from said lots without the written approval of Frontier Builders, Inc.

Section 15. No detached garage, tool house, or any other building of any type shall be erected, placed or suffered to remain on any part of said lots, except a dwelling including attached garage, plans for which shall have been submitted and approved and which shall be erected in conformity with each and all of the restrictions contained in this declaration of restrictions.

Section 16. The parcel of land upon which a dwelling is to be constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, may include one lot or part of
one, two or more lots delineated on the recorded plat of Point Pleasant Cove, but only with the written consent of Frontier Builders, Inc.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by Frontier Builders, Inc., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

ARTICLE TWO

Section 1. Upon the completion of sale of not less than 60% of the lots in Point Pleasant Cove, Frontier Builders, Inc. may cause a non-profit corporation to be incorporated under the laws of the State of Ohio, to be called "POINT PLEASANT COVE PROPERTY OWNERS' ASSOCIATION, INC.", or a name similar thereto, and upon such non-profit corporation being formed, every owner of a full building site in Point Pleasant Cove shall become a member of such non-profit corporation, and each such member, including Frontier Builders, Inc., shall be entitled to one vote for each lot owned by him or it on each matter submitted to a vote of the members; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. Upon said non-profit corporation being fully formed and officers and directors thereof elected, Frontier Builders, Inc., by instrument in writing in the nature of an assignment shall transfer to said non-profit corporation the rights, privileges and powers herein retained with respect to the restrictions herein established, which said assignment shall be recorded in the Office of the Recorder of Deeds, of Lucas County, Ohio.

Section 3. The said non-profit corporation, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Subdivision and the recreation area noted on the recorded plat, and for the health, comfort, safety and general welfare of
residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 4. Each lot in Point Pleasant Cove Subdivision shall be subject to an annual maintenance charge of $10.00 for each year, payable on the first day of May for each year. The Point Pleasant Cove Property Owners' Association, Inc., shall have a lien, perpetually, upon any lot in the Subdivision for which the payment of the annual maintenance charge has not been made. The lien for such charge shall be made of record by filing in the Office of the Recorder of Lucas County, Ohio, a Notice of Lien which shall be recorded in the Lien Records of said Recorder. In the event any of said charges and assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law, to collect the amount then due by foreclosure of said lien or otherwise, and in such event shall be entitled to recover and have and enforce against said premises a lien for said premises in that behalf, including reasonable attorneys fees.

Said charges and assessments shall be levied against all lots in Point Pleasant Cove Subdivision, and shall be applied only toward payment of the following costs and expenses: upkeep, maintenance, improvement, taxes, including the employment of personnel, if required, to maintain, guard and police the recreational area and for any other purposes which may in the judgment of Point Pleasant Cove Property Owners' Association be for the general benefit of all the members. Such annual assessments may be increased, decreased or adjusted in amount from year to year by the Association as the interest of the lot owners may require. Such assessments shall at all times be equal for each lot in said Subdivision.

ARTICLE THREE

Section 1. Each grantee of Frontier Builders, Inc., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and powers of Frontier Builders, Inc., created or reserved by this Declaration or by plat or by deed restrictions heretofore
recorded, and all easements, rights, benefits and privileges of every
cracter hereby granted, created, reserved or declared and all
impositions and obligations hereby imposed, shall run with the land
and bind every owner of any interest therein, regardless of how
acquired, and inure to the benefit of such owner, in like manner as
though the provisions of this Declaration were recited and stipulated
at length in each and every deed of conveyance. The violation of
any restriction or condition or the breach of any covenant or provi-
sion herein contained shall give Frontier Builders, Inc., its
successors or assigns, the right (a) to enter upon the land upon
which, or as to which, such violation or breach exists, and to
summarily abate and remove, at the expense of the owner of said lot
or lots any structure, thing or condition that may exist thereon
contrary to the intent and meaning of the provisions hereof, as
interpreted by Frontier Builders, Inc. and Frontier Builders, Inc.
or its successors or assigns, or its agents, shall not thereby be
deemed guilty of any manner of trespass; or (b) to enjoin, abate or
remedy by appropriate legal proceedings, either in law or equity,
the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and
other provisions herein contained shall be deemed subject to and
subordinate to all mortgages or deeds of trust in the nature of a
mortgage now or hereafter executed, encumbering any of the real
property herein described, and none of said restrictions, covenants,
conditions, agreements or other provisions shall supercede or in any
way reduce the security or affect the validity of any such mortgage
or deed of trust in the nature of a mortgage. It is distinctly
understood and agreed, however, that if any portion of said property
is acquired in lieu of foreclosure of any mortgage, or under the
provisions of any deed of trust in the nature of a mortgage, or under
any judicial sale, any purchaser at such sale, his heirs, successors
or assigns, shall hold any and all property so purchased or acquired
subject to all the restrictions, covenants, conditions, agreements
and other provisions of this Declaration.
Section 3. None of the restrictions imposed hereby shall be subrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration.

Section 5. Frontier Builders, Inc. reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 3 of ARTICLE ONE hereof.

Section 6. A violation of any of the rules and regulations adopted by Frontier Builders, Inc. or by the corporation formed pursuant to ARTICLE TWO hereof, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by Frontier Builders, Inc. shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Frontier Builders, Inc. has caused this Declaration to be signed by its President and Vice-President on the day and year first above written.

FRONTIER BUILDERS, INC.

By James A. Baisden, President

By William C. Lumm, Vice-President.

Two witnesses.

Acknowledged April 23, 1973 in Lucas County, by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, State of Ohio, (Seal).

Received for record April 24, 1973 at 10:24 A.M. and recorded in Volume 2662 of Mortgages, page 174.
AMENDMENT TO DECLARATION OF RESTRICTIONS
AS TO
POINT PLEASANT COVE

A Subdivision in Washington Township, Lucas County, Ohio,

this amended declaration made and entered into by FRONTIER
BUILDERS, INC., an Ohio Corporation, and WICKFORD PROPERTIES, INC.,
an Ohio Corporation, this 30 day of April, 1974;

WITNESSETH:

WHEREAS, Frontier Builders, Inc. and Wickford Properties,
Inc. hold title in fee simple to the following lots situated in
Washington Township, Lucas County, Ohio and which lots are a the
subject of a certain Declaration of Restrictions, received for record
April 24, 1973 and recorded in Volume 2662, Page 174, Lucas County
Mortgage Records, and which lots which are subject to said Restriction
are described as follows:

Lots 5 through 69, 71 through 86, inclusive in POINT
PLEASANT COVE, a Subdivision in Washington Township,
Lucas County, Ohio.

WHEREAS, Frontier Builders, Inc. and Wickford Properties,
Inc. desire to amend said Declaration of Restrictions.

NOW THEREFORE, in consideration of the premises, Frontier
Builders, Inc. and Wickford Properties, Inc. do hereby declare and
stipulate that the aforementioned Declaration of Restrictions be, and the same hereby are, amended by deleting Article One, Section
Fifteen therefrom in its entirety, and by substituting therefor
the following amended Section Fifteen of Article One.

ARTICLE ONE
SECTION XV
As Amended

No tool house or any other building of any type
shall be erected, placed or suffered to remain
on any part of said lots, except a dwelling
including attached or detached garage, plans
for which shall have been submitted and approved
and which shall be erected in conformity with each and all of the restrictions contained
in this Declaration of Restrictions.

IN WITNESS WHEREOF, Frontier Builders, Inc. has caused this
Declaration to be signed by its President and Vice-President on the
day and year first above written; and Wickford Properties, Inc. has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

(Signed) FRONTIER BUILDERS, INC.
By James A. Baisden, President
By William C. Lumm, Vice-President
WICKFORD PROPERTIES, INC.
By R. G. Dunbar, President
By S. S. Levin, Secretary

Four witnesses, two as to each signature.

Acknowledged April 30, 1974 in Lucas County, Ohio, by said companies, by said officers, by authority of its Board of Directors, before a Notary Public, State of Ohio, (Seal).

Received for record May 2, 1974 at 3:18 P.M. and recorded in Volume 2849 of Mortgages, page 45.

By Instrument dated July 24, 1975, Frontier Builders, Inc. assigned all of its rights, privileges, and powers retained by it under the provision of Section 7, Article 3 of the Declaration of Restrictions as to Point Pleasant Cove, recorded in Volume 2662 of Mortgages, page 174, to Baisden and Sons Builders, Inc., its successors or assigns.

Received for record July 29, 1975 and recorded in Volume 3094 of Mortgages, page 295.
ASSIGNMENT OF RIGHTS, PRIVILEGES
AND POWERS UNDER DECLARATION OF
RESTRICTIONS AS TO POINT PLEASANT COVE

A Subdivision in Washington Township, Lucas County, Ohio
recorded in Volume 69 of Plats, page 31, of Lucas County, Ohio records

Under the provision of Section 7, ARTICLE THREE of the
DECLARATION OF RESTRICTIONS AS TO POINT PLEASANT COVE,
A Subdivision in Washington Township, Lucas County, Ohio, FRONTIER
BUILDERS, INC. assigns all of its rights, privileges and powers
recorded in Vol. 2662, Pg. 174 of Lucas
retained by it in said DECLARATION OF RESTRICTIONS to BAISDEN
AND SONS BUILDERS, INC., its successors or assigns.

Witnesses:
Margaret Riggott
Fred Davis

STATE OF OHIO
COUNTY OF LUCAS

By: James A. Baidsen, President
By: William C. Lumm, Vice President

Before me, a Notary Public in and for said county, personally
appeared James A. Baidsen and William C. Lumm of said FRONTIER
BUILDERS, INC., who acknowledged that they did sign said instrument
as President and Vice President of said FRONTIER BUILDERS, INC.,
in behalf of said grantor and by authority of its Board of Directors;
and that said instrument is the voluntary act and deed of James A.
Baidsen and William C. Lumm, as such officers and the voluntary
act and deed of the said FRONTIER BUILDERS, INC. for the uses
and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my
name and affixed my official seal this 8-1-75
1975.

Notary Public

ALBERT B. JULIUS
Notary Public, Lucas County, Ohio
My Commission Expires May 25, 1978