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DECLARATION OF RESTRICTIONS
FOR
RICHFIELD GARDENS SUBDIVISION, A SUBDIVISION
IN RICHFIELD TOWNSHIP, LUCAS COUNTY,
OHIO

The restrictions, conditions, provisions and covenants, herein referred to are as follows, to-wit:

1. The owners shall appoint a Building Committee which shall consist of 3 owners of lots in the subdivision who shall serve in such capacity until death, incapacity or resignation, in which event, such remaining members of said Committee shall fill the vacancy created thereby by the appointment of an owner of a lot in the subdivision.

2. No building, fence, wall or other structure shall be erected, placed or altered on any such residential building lot until the building plans, specifications and plot plan showing the location of such building or buildings have been approved in writing by the Committee as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation.

3. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it or in the event, if no suit to enjoin erection of such building or the making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant or condition precedent will be deemed to have been fully complied with.

4. The premises herein described shall be used exclusively for private residence purpose only and no apartment house, duplex or full two family house shall be erected, moved, kept or maintained on said premises. If the garage is a separate structure it must have a gabled roof identical to the pitch of the residence.

5. The main foundation walls of any residence erected upon said lots or parts of lots shall, exclusive of steps, porches and terraces, conform to a building line not less than fifty feet from the front lot line, but no residence shall be constructed closer than 8 feet to any side lot line. The side lot line restriction shall not apply to a garage located in the rear 1/4 of a lot. Grade shall conform to natural ground level. This paragraph shall not prohibit the location of a single family dwelling on parts of two adjoining lots, however, said premises shall not be re-subdivided into a lot or parcel of less than 100 foot width.

6. No building, exclusive of garage and/or utility room shall be erected, moved or kept or maintained on any of these lots. Houses are to have a minimum of 800 square feet for one story or ranch type house and 1050 square feet for a bungalow type house (1/2 story), exclusive of any attached garage.

7. A perpetual easement is reserved over the rear 6 feet of each lot for utility installation and maintenance.

8. The exterior of the house must be completed within 1 year and the yard properly graded and seeded within 2 years.
9. No noxious, or offensive trade, business or activity shall be carried on upon any lot in said Richfield Gardens Subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

10. No trailer, basement, garage, tent, shack, barn or any other out-building erected in said Richfield Gardens Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

11. No tank, container or structure for storage of fuel shall be erected above ground level unless enclosed in a permanent building.

12. No fence or wall of any kind or for any purpose shall be erected, placed or suffered to remain on said premises' front.

13. No portion of said premises within 50 feet of the street or highway on which said premises front shall be used for any purpose other than that of lawn; provided, however, this covenant shall not be construed to prohibit walks, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains and similar ornamentations, but no vegetables or grains shall be grown or suffered to remain thereon. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

14. No barn or stable and/or no billboard shall be erected, placed or suffered to remain on said premises. No large sign which would detract from the appearance of the neighborhood should be erected, placed or suffered to remain on said premises.

15. No barnyard fowl and no animals of any kind, other than cats and dogs, shall be kept or permitted to be kept on said premises.

16. The above covenants and restrictions shall run with the land and shall be binding on each and every person who shall hereafter become the owner of any interest in any lot or part of lot in said Richfield Gardens Subdivision until January 1, 2000, at which time covenants and restrictions, or any portion thereof may be extended for a further ten year period and for successive 10 year periods thereafter on the written approval or agreement of 60 per cent of the owners of the lots in the subdivision.

17. If any of the covenants or restrictions hereinabove are held invalid by judgment or other order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

18. We, the undersigned, the owners of all the lots in Richfield Gardens Subdivision, covenant and mutually agree for ourselves, our heirs, successors or assigns that the foregoing covenants and restrictions constitute a general plan for the improvement and development, use, occupancy and enjoyment of Richfield Gardens Subdivision; that said covenants and restrictions shall run with the land and shall be an encumbrance upon said property to the extent and for the period or periods specifically set forth herein.