RIVER HEIGHTS

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DECLARATION OF RESTRICTIONS

WHEREAS, WANAMAKER DEVELOPMENT CO., hereinafter referred to as the owner, holds title in fee simple to the following described parcels of land situated in the City of Maumee, Lucas County, Ohio, to-wit:

Lots 1 to 15, both inclusive, in RIVER HEIGHTS, a Subdivision in the CITY of MAUMEE, Lucas County, Ohio and said lots will hereafter be referred to as RIVER HEIGHTS; and,

WHEREAS, said Owner desires to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in River Heights;

NOW, THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of River Heights as an architectural, harmonious, artistic and desirable residential district, said Owner for itself and its successors and assigns, hereby declares and stipulates that the above described lots and lands are hereby restricted in accordance with the restrictions hereinafter set forth, and agree that each said lot in River Heights hereafter be bound by and conveyed by it and its successors and assigns, subject to these restrictions.

1. These covenants and restrictions shall run with the land and shall be binding on Wanamaker Development Co. and each and every person who shall hereafter become the owner of any interest in any lot or any part of said lots in said River Heights and shall continue
until January 1st, 1985, at which time said covenants shall be automatically extended for successive periods of ten years each unless the owners of the majority of the front footage of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

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 other provisions shall remain in full force and effect.

3. No liquor, whether spirituous, vinous or fermented, shall be sold or be allowed to be sold on said premises.

4. All lots in River Heights shall be residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling. Said dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

5. For the purpose of insuring an orderly and neat appearance from the front elevation, all garage doors must face to the side or rear if the plans and lot size will permit. Where the Property Committee makes an exception to this rule, the doors must be of the single door type, with no more than two such doors per residence, not to exceed nine feet each in width.

6. It is the intention of the Owner to make River Heights a subdivision of Colonial type architecture and to restrict residence types to two-story, story and a half, or one floor or ranch style having a roof pitch of not less than 7/12.
7. The exterior construction of any and all buildings shall be brick, brick veneer, stone, wood or siding of wood derivative, or material of approved equal quality. Stone veneer may be used only to enhance the frame or brick construction, and the amount and type used shall be as determined by the Property Committee.

8. To accent the Colonial architecture, only weatherstripped wood windows, casement or double hung will be permitted. Roof colors of solid black, grey or white will be encouraged. Samples of all blend types must be submitted to the Committee for approval.

9. No such dwelling, including attached garage, shall be erected, reconstructed, placed or suffered to remain upon any lot in River Heights having a cost and fair value (based on 1962 construction costs) exclusive of land, of less than $30,000.00, which price includes driveways, walks, patios, rough and finish grading.

10. No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or can become an annoyance or nuisance to the neighborhood. No part of said tract shall be used or occupied for any of the following purposes: dog, cat or animal hospital, or kennel, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, school, public or private hospital, rest home or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended
purpose of the premises for single residential purposes. Not more than two house dogs and two house cats may be kept on any one building site.

II. No trailer, tent, garage, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on any lot in said subdivision. No building erected on said subdivision shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

12. No dwelling, attached garage, driveway, basement, swimming pool, fence or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grade elevations, type, style of architecture, use, and materials of construction thereof, the color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by at least a majority of a Property Committee consisting of Richard W. Dalton, Leslie Gerke, James W. Rauh, Dale H. Harms and Dorothy B. Moore, or the survivors of them. In the event of the resignation, death or failure to act by any Committee member, the remaining member or members shall have the power to appoint his or her successor. The above Committee shall serve until another Committee is elected as hereinafter provided.

The Committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable for River Heights, in its sole and exclusive opinion, for
aesthetic or other reasons, provided that there shall be no
discrimination by reason of ownership of any lot or lots or otherwise.
In so passing upon such plans, specifications and grading plans, the
Committee shall have the right to take into consideration all of the
restrictions contained herein and shall further have the right to
consider whether or not the exterior design, grading, and the location
of the buildings conform and are harmonious with the existing buildings
in said subdivision and surrounding area. In the event the Committee
shall fail to approve or disapprove such plans, specifications and
grading plans within thirty days after the same have been submitted to
it, then such approval will not be required, provided, however, the
design of the structure, size, construction and its location on the
building site conform to and are in harmony with existing buildings
in River Heights and the restrictions contained herein. The members
of the Committee shall not be entitled to any compensation.

13. After 75% of the lots in said River Heights have been
sold or these restrictions have been in existence for five years,
the Committee shall be elected by the owners representing a majority
of the front footage of the lots or building sites in said River
Heights. Such Committee shall serve indefinitely and changes in its
personnel may be made as provided for in respect to the original
Committee.

14. The provisions of this Declaration shall be binding upon and
inure to the benefit of and be enforceable by the Owners and their
heirs, successors and assigns, and by any subsequent lot owner and
his or her heirs, legal representatives and assigns. These restrictions
may be enforced by injunction or other appropriate legal remedy.

15. Lots 16 and 17 in River Heights are owned by Dorothy B.
Moore and are included in the estate of her recently deceased husband,
William C. Moore. The said Dorothy B. Moore, individually and as executrix and residuary legatee of the estate of her deceased husband is the owner of Lots 16 and 17. As such owner she has agreed by separate instrument to adopt and make applicable to said Lots 16 and 17 the restrictions, covenants and conditions hereinbefore set forth.

IN WITNESS WHEREOF, Wanamaker Development Co. has caused this instrument to be executed by its undersigned officers duly authorized in the premises this 26 day of April, 1963.

WANAMAKER DEVELOPMENT CO.

By Richard W. Dalton, President

Two witnesses. By Dale H. Harms, Secretary

Acknowledged April 26" 1963 by said company, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record April 26" 1963 at 11:18 A.M., and recorded in Volume 2074 of Mortgages, page 679.