This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, it is desirable and necessary that reasonable restrictions be imposed upon the manner of use, improvements to and enjoyment of a certain parcel of land, being part of the Northwest quarter (1/4) of Section 16, Town 7 North, Range 9 East, Swanton Township, Lucas County, Ohio, said parcel of land being bounded and described as

follows, viz:

Lots numbers One (1) to six (6), inclusive, in Rosonowski's Addition, Plat I in Swanton Township Section 16, Town 7 North, Range 9 East, Lucas County, Ohio.

Subject to legal highways.

by the present owners and by all of the future purchasers, owners, tenants, devisees, successors, assigns, or occupants of the above-described land, in order to provide a uniform general plan for the improvements, development, use, occupancy and enjoyment of said land as an architecturally harmonious, artistic and desirable residence district.

NOW, THEREFORE, the undersigned hereby declares the following covenants and restrictions to be for the mutual benefit and protection of each and every person who shall hereafter become the owner of or interested in any way whatsoever in said land;

1. All parcels comprised in the aboveresenced land shall be used exclusively for single family, private dwelling house purposes, and no such house shall be erected, placed or suffered to remain on any parcel which is more than 2 stories in height. No more than one such house shall be erected, placed or suffered to remain on any parcel.

2. No other structure or outbuilding shall be erected, placed or suffered to remain on any parcel except a private garage having no more than a two car capacity, a fully enclosed horse stable, and except temporary structures erected by any developer, his heirs and assigns, in connection with the improvement of the premises.

3. The minimum building setback lines for parcels fronting on Sager Road shall be seventy (70) feet back from the North front lot line. The minimum building setback lines with respect to adjacent parcels shall be ten (10) feet from the boundary lines of said parcels. No structure shall be erected, placed or suffered to remain
on any parcel nearer to the boundary lines of said parcel than the aforementioned minimum building setback lines. For the purposes of this Restriction, eaves, steps and porches shall not be considered as a part of such structure.

4. No residence shall be erected upon any of said parcels except a private single family residence with a garage, the above ground living area thereof having a minimum of 1,600 square feet, exclusive of any porches, and any garage.

5. No fence, wall or hedge shall be erected, placed or suffered to remain on any lot nearer to any street than the rear line of the dwelling house on such parcel, and no such fence, wall or hedge shall be more than six feet in height.

6. No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one square foot; one sign of not more than three square feet advertising the premises for sale or lease; or signs used by a developer, his heirs and assigns, to advertise the premises during a subdivision construction and sales.

7. No house trailer, with the exception of a camping trailer, shall be maintained on any parcel. Animals, livestock and poultry may be maintained not nearer to any street than the rear of the dwelling house on such parcel provided that they are not raised, bred or maintained for any commercial purpose.

8. No business or trade shall be conducted on any lot, no spirituous, vinous or fermented liquor shall be manufactured or sold upon any lot; nor in general, shall any lot be used in any way or for any purpose which may endanger the health, or unreasonably disturb the quiet of any persons residing in said subdivision.

9. Any parcel subject to the natural flow of surface and sub-surface water shall at all times be kept free of any obstruction and contamination to such natural flow of water, and any improvements made on or under any parcel shall be made at the risk of the owner of the parcel on which such improvements are made.

10. No dwelling house on any of said parcels 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 plans and specifications, with
the exception of such items of grading, exterior painting and
concrete work, the completion of which weather conditions may not
permit.

11. Any residence or garage, the construction of which has
been commenced on any said parcels, shall be completed within twelve
months after the date of the commencement of construction of such
residence or garage, provided, however, it shall not apply to the
painting of the exterior or installation of concrete work, the com-
pletion of which is prevented by weather conditions.

12. The covenants and restrictions hereinabove enumerated are
for the benefit of the owners of all parcels in the subdivision and
shall run with the land until March 1, 1992, at which time the same
shall be automatically extended for successive periods of ten years,
unless by a vote of a majority of the then parcel owners, the same
shall be terminated or changed in whole or in part.

13. In the event that any person or persons violate or attempt,
to violate any of the covenants or restrictions hereinabove enumerated,
any personal owner in said subdivision shall have the right to pro-
secute any proceedings at law, or in equity, against such person or
persons, either to enjoin such violation or to recover damages for
the same.

14. The covenants and restrictions hereinabove enumerated shall
be in full force and effect commencing on the recordation date of said
Declaration of Restrictions. However, as regards conditions and/or
structures pre-existing as of date of recordation which do not conform
to the hereinabove enumerated covenants and restrictions, such non-
conforming uses may be continued and maintained in such a manner that
normal maintenance and repairs are permitted but that no structural
alterations may be made nor may non-structural repairs be undertaken
so as to prolong the life of the supporting members of a building or
structure. Upon abandonment of any such non-conforming use the build-
ing or structure shall not thereafter be put to differing or future
non-conforming uses whatsoever.
15. Invalidation of any of the covenants and restrictions hereinabove enumerated by judgment or court order shall not affect the validity of the remaining covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the sole owners of the above referenced parcel of land, have hereunto affixed their signatures as of the 23rd day of February, 1982, with full intent to declare, publish and record this said Declaration of Restrictions.

Signed in the presence of:

Max S. Rosonowski
Alice H. Rosonowski
Alice M. Rosonowski

STATE OF OHIO
FULTON COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named Max S. Rosonowski and Alice M. Rosonowski, husband and wife, who acknowledged that they did sign the foregoing Declaration of Restrictions and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Swanton, Ohio, this 23rd day of February, 1982.

RECEIVED & RECORDED
MAR. 9, 1982

SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

Dan McQuade, Notary Public
State of Ohio, Lifetime Commission