RUDGATE
ESTATES

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DECLARATION OF RESTRICTIONS APPLICABLE
TO THE LOTS IN RUDGATE ESTATES,
AN ADDITION IN SYLVANIA
TOWNSHIP, LUCAS COUNTY, OHIO.

Minnie S. Brown and Emery L. Brown, herein referred to as
the "owners", the owners in fee simple of all the lots in Rudgate
Estate, an Addition in Sylvania Township, Lucas County, Ohio, (the
plat is recorded in Volume 56, Pages 48 and 49 of the Lucas County,
Ohio, Plat Records) desire to, and do hereby make known, the restrictions, conditions, covenants, reservations and agreements, subject to
which all of the above described lots are owned by the said owners
and subject to which all of said lots shall be conveyed by them and
by their heirs and assigns.

Said restrictions, conditions, covenants, reservations and agreements are as follows:

1. USE OF PROPERTY

A. No building or buildings of any kind whatsoever shall
be erected or maintained on the lots except private dwellings designed
and constructed for use by a single family and private garages
for the sole use of the respective owners of the lots upon which
the garages are located.

B. All lots shall be used for residence purposes only,
and no industry, business or trade, occupation or profession of any
kind, commercial, religious, educational or otherwise, designed for
profit, altruism, exploitation or otherwise, shall be conducted,
maintained or permitted on any part of the lots, nor shall any "for
sale" signs or other signs or window displays or advertising of any
kind be maintained or permitted on any part of said lots without
first obtaining the written consent of the said owners. The owners do, however, for themselves and their heirs and assigns, reserve the right to erect small structures and place signs on any unsold lots, whether or not improved.

C. No basement or garage shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

D. There shall not be erected, permitted or maintained on any lot any stable, cattle yard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those herein enumerated or otherwise, be permitted or maintained thereon. The determination by the owners, or their heirs and assigns, as to what constitutes noxious, dangerous or offensive things shall be conclusive and binding and no other person shall be entitled to any injunction to prevent them from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.

2. BUILDINGS

A. Building lines for the lots in said plat of Rudgate Estates are designated on the recorded plat thereof. No building or any part thereof shall be erected or maintained on any part of said lots closer to any street than said building lines; provided, however, that unenclosed porches may extend not more than 10 feet beyond said building lines.

B. No building, fence, wall, sign or other structure of
any kind or nature or hedge or shrubbery shall be erected, altered or
maintained on said lots unless erected, altered or maintained in
accordance with plans and specifications showing the nature, kind,
shape, type, material, color scheme and location of said structure
which shall have been submitted to the owners or to their heirs and
assigns and their approval thereof has been endorsed thereon in
writing. A copy of such plans and specifications shall be deposited
with the owners, or either of them, as a permanent record.

3. PUBLIC AND QUASI-PUBLIC FUNCTIONS

A. The owners hereby reserve for themselves and for their
heirs and assigns, the right to use and permit the use of those
portions of the property designated on the recorded plat thereof as
reservations, rights of way, streets, lanes and boulevards for the
construction and maintenance of public or quasi-public utilities
and functions. No building or other structure or any part thereof
shall be erected or maintained upon any part of the property in
Rudgate Estates over or upon which easements for the installation
and maintenance of public and quasi-public utilities or functions
are hereby reserved.

B. The right is also reserved for any public utility
company to go upon the property from time to time to install and
maintain its equipment and the further right to trim trees or
shrubbery which may interfere with the successful operation of its
equipment.

C. Each grantee of any of the lots or parts thereof herein
described, by the acceptance of a deed of conveyance, for himself,
his heirs, executors, administrators and assigns, irrevocably
constitutes and appoints the owners and their heirs and assigns as the agent and representative of said grantee and irrevocably authorizes and empowers the owners in the name and place of said grantee, at any time, and from time to time, to sign any and all petitions, waivers or other instruments relative to any and all public improvements, including but not limited to installing sewers and city water lines, to be made on or for the benefit of all or any of the lots in said Rudgate Estates, ratifies and approves all actions the owners may do or cause to be done by virtue hereof and agrees to pay the assessments against the cost of the same that the proper governmental authorities may assess against the lots or interests therein conveyed to each of said grantees.

4. DURATION, ENFORCEMENT AND EFFECT

A. The provisions herein contained shall run with and bind the land, shall inure to the benefit of, and be enforceable by the said owners and/or the owner of any land included in said plat, and the failure by the owners or the owners of interests in lots in said Rudgate Estates, however long continued, to object to any violation, or to enforce any restrictions, conditions, reservations, covenants or agreements herein contained shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

B. All the restrictions herein contained shall be construed together, but if it shall be held that any restriction, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restrictions, or any part thereof, shall be affected or impaired.
C. The rights reserved by and the duties imposed upon the said owners shall be reserved by and imposed upon their heirs and assigns, and the owners hereby expressly reserve for themselves and for their heirs, executors, administrators and assigns, the right and privilege of assigning to any person, persons or company, from time to time, the duties and obligations imposed upon them by the terms and conditions of this declaration of restrictions. Such assignments and cancellations thereof, shall become effective from the time a written instrument signed by the said owners, or either of them, or by their heirs, executors and administrators, or assigns, evidencing the fact of such assignment or cancellation, is filed for record with the Lucas County, Ohio Recorder.

D. All the restrictions herein contained shall be construed together, but if it shall be held that any restriction, or any part thereof, is invalid or unenforceable for any reason whatsoever, no other restrictions or any part thereof, shall be affected or impaired. The word, "restrictions", as used herein, shall include the restrictions, covenants, conditions, reservations, easements and agreements stated in this Declaration.

E. The aforesaid restrictions shall be in full force and effect until the first day of July, 1992, and shall continue in full force and effect after July 1, 1992, until such time as the owners of not less than 51% of the lots in said Rudgate Estates shall sign, execute, acknowledge and file for record appropriate instruments in writing altering, amending or terminating such restrictions.

Bernice Brown is the wife of Emory L. Brown and has signed this instrument for the purpose of consenting to and joining in the
foregoing restrictions.

IN TESTIMONY WHEREOF, the said Minnie S. Brown, unmarried, and Emory L. Brown and Bernice Brown, husband and wife, hereunto set their hands this 24th day of June, 1957.

Minnie S. Brown
Emory L. Brown
Bernice Brown

Two witnesses.

Acknowledged June 24, 1957, before a Notary Public,
Lucas County, Ohio (seal).

Received for record June 24, 1957 and recorded in Volume 1849 of Mortgages, page 91.
ASSIGNMENT

We, Minnie S. Brown and Emery L. Brown, the persons referred to as the "owners" in the Declaration of Restrictions Applicable to the lots in Rudgate Estates, an Addition in Sylvania Township, Lucas County, Ohio, by virtue of the power of assignment reserved by us in Item 4-C of said Declaration, hereby assign, transfer and set over to A. S. Glowacki, Jr., all of the rights, duties and obligations reserved by, and imposed upon us by said Declaration, including, but not limited to, the right to approve plans and specifications for the improvement of the lots in said Addition, the right to grant the use of the reservations, rights of way, streets, lanes and boulevards designated on said plat for public and quasi-public utilities and functions, the right to act as agent and representative of the owners of lots as set forth in Item 3-C of said Declaration, and the right to enforce restrictions.

IN TESTIMONY WHEREOF, we have hereunto set our hands this 24th day of June, 1957.

Minnie S. Brown

Emery L. Brown

Two witnesses.

Acknowledged June 24, 1957 before a Notary Public, Lucas County, Ohio (seal).

Received for record June 24, 1957 and recorded in Volume 1831 of Mortgages, page 417.