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DECLARATION OF RESTRICTIONS
Sarasota Heights
Sarasota Heights Plat II

Declaration of restrictions for Sarasota Heights, a Subdivision in Washington Township, Lucas County, Ohio, and Sarasota Heights Plat II, a Subdivision in Washington Township, Lucas County, Ohio, duly executed July 25, 1959, by Rosann Investment Company, a Michigan corporation authorized to do business in Ohio, and Ottawa Construction Corporation, an Ohio Corporation, the then owners of said premises.

WHEREAS, the said Rosann Investment Company, is the owner in fee simple of the following described real estate, to-wit:

Lots Number 17 to 21, both inclusive, in Sarasota Heights, a Subdivision in Washington Township, Lucas County, Ohio, and Lots Number 22 to 36, both inclusive, in Sarasota Heights Plat II, a Subdivision in Washington Township, Lucas County, Ohio, and

WHEREAS, the said Ottawa Construction Corporation is the owner in fee simple of the following described real estate, to-wit:

Lots Number 1 to 16, both inclusive, in Sarasota Heights, a Subdivision in Washington Township, Lucas County, Ohio, and

WHEREAS, the said Rosann Investment Company and the said Ottawa Construction Corporation desire to make known the restrictions, conditions, covenants, charges and agreements, subject to which the lots aforesaid are to be conveyed by them, respectively.

NOW, THEREFORE, to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designed, the said Rosann Investment Company and the said Ottawa Construction Corporation hereby declare that said real estate is held by them and shall be conveyed by them subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. Until June 1, 1988, no lot in the herein described subdivision shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached single family dwelling not to exceed twenty two (22) foot in height and a private garage for not more than two (2) cars.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Sarasota Heights Improvements Committee, hereinafter described, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less than Twelve Thousand Five Hundred ($12,500.00) Dollars, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than Seven Hundred Fifty (750) square feet for one and a half story dwellings, Nine Hundred (900) square feet for one story dwellings with basement, and One Thousand (1000) square feet for one story dwellings without basement.

4. No dwelling shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 7 feet to any side street line, collateral and arterial streets. No building shall be located nearer than 5 feet to an interior lot line or in the event any lot is split, to any building parcel.
line, except that no side yard shall be required for a garage or other permitted accessory building. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot or in the event any lot is split, any building parcel, having a width of less than fifty (50) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot or building parcel having an area less than Six Thousand (6000) square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. The architectural control committee is composed of Arthur P. Ach, 3500 Woodland Road, Toledo, Ohio; Saul T. Simone, 205 Godard Road, Toledo, Ohio; and Charles A. Fuhrman, 103 Spitzer Building, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots shall have the power through a recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant other to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, Said Rosann Investment Company and Ottawa Construction Corporation have caused their corporate names to be subscribed to these presents by their respective Presidents and Secretaries, the day and year first above written.

Signed by Rosann Investment Company by Arnold Y. Aronoff, President and Charles A. Fuhrman, Secretary and Ottawa Construction Corporation by Arthur P. Ach, President and Charles A. Fuhrman, Secretary.

2 Witnesses.

Acknowledged 7/25/59 by said Corporations by said Officers before a Notary Public, Lucas County, Ohio, Seal.

Received for record July 26, 1959 at 11:32 A.M. and recorded in Volume 1938 of Mortgages page 517.