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DECLARATION OF RESTRICTIONS FOR
LOTS NUMBERS 49, 50, 51, 52, 53
AND 54 IN TERRACE LAWN, 2ND EXTENSION
A SUBDIVISION IN ADAMS TOWNSHIP,
LUCAS COUNTY, OHIO.

WHEREAS, Van T. Sherrill and Rhea M. Sherrill, are now
the owners of all of the lots numbered 49, 50, 51, 52, 53, 54 in
TERRACE LAWN 2ND EXTENSION, a Subdivision in Adams Township, Lucas
County, Ohio,

WHEREAS, said Van T. Sherrill and Rhea M. Sherrill desire
to make known the restrictions, conditions, provisions and covenants
subject to which all of the property now owned by them is held, and
subject to which all of said property will hereafter be conveyed by
them,

NOW, THEREFORE, said Van T. Sherrill and Rhea M. Sherrill,
as owners of all of the Lots numbered 49, 50, 51, 52, 53, 54 in
Terrace Lawn, 2nd Extension, a Subdivision in Adams Township, Lucas
County, Ohio, being disirous in establishing restrictions upon all
of the said lots, and in consideration of the enhancement in value
of said lots in said subdivision, and to afford purchasers due and
ample protection in the use and occupancy thereof for the purposes
for which the same are now designed, hereby declare that the said
lots now owned by Van T. Sherrill and Rhea M. Sherrill in Terrace
Lawn, 2nd Extension numbered 49, 50, 51, 52, 53, 54 inclusive are
held by them and each of them shall hereafter be conveyed subject
to all of the restrictions, provisions, conditions and covenants
hereafter set forth which will expire on the 31st day of December,
1990 and continue as herein subsequently described:

1. Said premises shall be used only for private residence
purposes.

2. No house shall be built, erected, moved or maintained
on any lot in said subdivision costing less than $18,000.00 exclusive
of land value.

3. Said owners reserve to themselves and to their heirs
and assigns, an easement in and to the rear 5 feet of each of said
lots, for the purpose of laying down, constructing, erecting, repairing,
maintaining and otherwise dealing with sewers, drains, water
pipes, gas pipes, heating pipes, electric, telephone and telegraph
wires, poles and conduits and any and all other or similar construc-
tions or utilities, in, over, and upon said 5 foot strips of land.
Said owners reserve to themselves and their heirs and assigns the
right to grant an easement for right of way to any city, county or
state authority or to any public utility corporation which will be
beneficial to the lots of said subdivision.

4. The minimum front foundation wall of any house erected
or maintained on said premises shall be set back at least 35 feet
from the property line. No garage or other improvements, unless the
same is an integral part of or attached to the house, shall be built
or maintained nearer the front or street line than 80 feet, nor shall
such garage or other structure be used for residence purposes. Open,
unenclosed porches or verandas may extend not more than 8 feet beyond
said minimum front set back line. No house shall be built on any
lot nearer than 5 feet from the side lines of said lots.

5. No wines, liquors, beer or other intoxicants shall be
manufactured or sold on said premises; that at no time shall any lot
or parts of any lot in said Subdivision be used or occupied for the
manufacturing, brewing, distilling of spirituous or malt liquors;
nor shall the said lots of said Subdivision or any part thereof or
any building erected thereon, at any time, be used or occupied as a
bone boiling establishment, tannery, slaughter house, glue, soap,
candle, starch or gun powder manufactory, or for any other offensive
or dangerous purpose.

Nor shall any of said lots or part of said lots in said
Subdivision be used for the storage or sale of automobiles, either
new or used, lumber, new or used, and junk yards of any kind.

6. No house shall be moved, erected or maintained on said
premises other than a single family dwelling house, not to exceed 2
stories in height and a one or two car garage.
7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No trucks or commercial vehicles shall be stored or kept on any premises in this Subdivision.

10. No sign of any kind shall be displayed to the public view on any lot or house except one professional sign of not more than one feet square or one sign of not more than 5 feet square advertising the property for sale or rent.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. All front yards, side yards, and rear yards to a minimum of 35 feet from the back side of the house shall be planted with grass and landscaped in accordance with an approved plan. Such lawns and landscaping shall be maintained in A-1 condition.

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

15. These restrictions, agreements, provisions and covenants are to run with the land and shall be binding on all parties, their heirs and assigns claiming under them until December 31, 1990, at
which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

16. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person violating any such covenant and to either prevent him from so doing or to recover damages or other dues for such violations.

IN WITNESS WHEREOF, the said Van T. Sherrill and Rhea M. Sherill have heretounto set their hands this sixth day of May, 1955.

Van T. Sherrill
Rhea M. Sherrill

Two witnesses.

Acknowledged May 6, 1955, in Lucas County, Ohio, before a Notary Public, State of Ohio (Seal).

Received for record May 9, 1955, and recorded in Volume 1727 of Mortgages, page 489.