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DECLARATION OF RESTRICTIONS AS TO
DAWSON SUBDIVISION IN THE VILLAGE OF WHITEHOUSE,
LUCAS COUNTY, OHIO

WHEREAS, the undersigned, ANGELINE DAWSON is the present owner of the following described real estate:

Lots numbered 70, 71, 72, 73 and 74 of the Replat of Lots 69, 70, 71, 72, 73 and 74 in the Extension of Wales Addition; and Lots numbered 82, 83, 84 and 85 of the Replat of Lots 67, 68 and 80 in the Extension of Wales Addition, all within the Village of Whitehouse, Lucas County, Ohio,

(hereinafter called the "Project"), the plat of said Project being recorded on October 2, 1973 at Number 71-14 of the Plat Records of the Office of the Recorder of Lucas County, Ohio;

and,

WHEREAS, it is desirable and necessary that reasonable restrictions be imposed upon the manner of use, improvements to and enjoyment of the Project by the undersigned and by all of the future purchasers, owners, tenants, devisees or occupants, or any lot located in the Project in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of the Project as an architecturally harmonious, artistic and desirable residential district.

NOW, THEREFORE, the undersigned, in consideration of the benefits accruing to the undersigned and for the mutual benefit and protection of each and every person who shall hereafter become the owner of any interest in and to any lot or part thereof in the Project, does hereby declare that all the lots in the Project shall be subject to the following restrictions which shall run with the land for the benefit of ANGELINE DAWSON and all subsequent owners of lots in the Project, and shall be binding upon all of them.

The restrictions herein adopted shall be made a part of all conveyances of premises in the Project, and shall be and are as follows:
ARTICLE I

General Provisions and Definitions

1. The words "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

3. The word "plat" as used in this Declaration of Restrictions is intended to mean any parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single dwelling.

4. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

5. The words "mobile home" as used in this Declaration of Restrictions are intended to mean any house car, house trailer or similar mobile unit which may be used for dwelling or sleeping purposes.

6. The words "passenger car" as used in this Declaration of Restrictions are intended to include any van or pick-up truck of a weight of three-quarters (3/4) ton, or smaller, which is used primarily as a conveyance for individuals rather than for the regular transporting of materials.

7. ANGELINE DAWSON shall not become liable to any owners of any lot in the Project or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument.

8. No restrictions imposed herein shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.
9. In the event of a material change in the conditions or circumstances from those existing at the time of the imposition of these restrictions which would cause the enforcement of these restrictions to become a hardship on any of the owners or which would cause these restrictions to cease being beneficial to the owners of any lots therein or would render these restrictions unenforceable, then ANGELINE DAWSON, her successors and assigns, after written notice given by mail to the owners of lots in the Project, and after the written approval of the record titleholders to more than fifty percent (50%) of the total area in the Project, the Architectural Control Committee is empowered to modify these restrictions so as to remove the hardship or make the restrictions continue to be beneficial to all lot owners.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in the Project shall be used for residential purposes only and for no other purposes. No more than one (1) residence shall be built upon any one (1) lot.

2. Swimming pool installation and design must be approved by ANGELINE DAWSON, or her assigns, and such pools must be enclosed by a four (4) foot chain link fence.

3. Storage buildings will be permitted to be constructed on Lots 82, 83, 84 and 85 if they are constructed on the rear one-third (1/3) portion of the lot, and the storage building constructed does not exceed one hundred (100) square feet of storage. All storage building plans must receive Architectural Control Committee approval prior to construction and must have a cement foundation and be of the same construction material and construction style as the home built on the lot. No storage buildings will be permitted to be built on Lots 70, 71, 72, 73 and 74 because of the existing lot size.

4. Any structure or building erected or maintained upon any of said lots shall be a single residence building, used solely
as a private residence for one (1) family and its servants. Garages and storage buildings shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, trailer, mobile home or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any mobile home, residence or other structure of a temporary character be permitted on any lot, except those structures approved by ANGELINE DAWSON as proper for the sale, construction and development of said lots are permitted.

5. All structures and buildings erected and maintained upon said lots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by the Architectural Control Committee.

6. No structure or building, or part thereof (including porches, verandas, Porte-cochere, or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot nearer the front side street, side lot lines or rear line, than as shown as building lines on the Project, and no additions to any residence or garage shall be constructed or maintained upon any lot after once established unless written approval of such addition shall first have been obtained from the Architectural Control Committee, as hereinafter provided. No fences, excepting of chain link design, shall be erected or maintained upon any lot in excess of four (4) feet in height or nearer the front line of such lot than the rear of the dwelling, i.e., fencing permitted from the rear of the dwelling shall expressly not extend forward from the rear building line of the actual dwelling structure.

7. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.
8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. 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 purposes.

10. No laundry of any kind, or other articles shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power mowers, power shears and similar equipment, shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to 9:00 a.m. No truck trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

11. 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.

12. No dwelling shall be permitted on any lot at a cost of less than Sixty Thousand Dollars ($60,000.00), excluding site and site development costs, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a 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 floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet for two (2) bedroom
structures or thirteen hundred fifty (1350) square feet for three (3) bedroom structures.

ARTICLE III

Approval of Plans

1. 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 Architectural Control Committee 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 rear wall of the dwelling unless similarly approved. Approval shall be as provided for in Paragraph 2., below, of this Article III.

2. An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the committee shall be C. J. Yager, Jack Dawson and Angeline Dawson who are hereby appointed by the owner of the premises, ANGELINE DAWSON, and she reserves the right to replace committee members from time to time. In the event that any member of the committee should die or resign and a successor not be appointed as provided above within six (6) months of such death or resignation, the Wales Association hereinafter established may appoint a successor for such individual(s).

The Architectural Control Committee described above shall remain in force until such time as all the lots in the Project have been sold. At that time, the lot owners will elect by a majority vote three (3) individuals to serve as the Architectural Control Committee. 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 all of
the lots shall have the power through a duly recorded written
instrument to change the membership of the committee or 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 con-
struction 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.

3. The Architectural Control Committee shall have the sole
and exclusive right to establish grades and slopes of the lot, and
to fix the grade at which any structure shall hereafter be erected
or placed thereon, so that the same may conform to a general plan
for the development and use of said Project.

4. In all instances where plans and specifications are
required to be submitted to and are approved by the Architectural
Control Committee, if, subsequent to receiving such approval,
there shall be any variance from the approved plans and specifi-
cations in the actual construction or location of the approved
improvement, such variance shall be deemed a violation of these
restrictions.

ARTICLE IV

Easements

1. The Project reserves to itself, and to its successors and
assigns, the exclusive right to grant consents, easements and
rights-of-way for the construction, operation and maintenance of
electric light, telephone and telegraph poles, wires and conduits,
including underground facilities, for electricity, water, gas,
sewer and other utilities, conduits and facilities, on, over,
below, across or under all of the areas designated as "utility
easement", "sewer easement" or with words of similar import, on
the Project and along and upon all highways now existing or here-
after established and abutting all of the lots in said Project.
ANGELINE DAWSON also reserves to herself and her successors and
assigns, the right to go upon or permit any public or quasi-
public utility company to go upon the lots in said Project from
time to time to install and maintain such equipment, and to trim
trees and shrubbery which may interfere with the successful and
convenient installation, repair and operation of such equipment.
No buildings or other structures, or any part thereof, shall be
erected or maintained over or upon any part of the areas
designated as "utility easement", "sewer easement" or with words
of similar import, upon the Project. The terms "buildings" or
"other structures" as used in the foregoing portions of this
Article IV of this Declaration of Restrictions shall include those
structures in the nature of houses and garages and storage build-
ings, but shall not include lot improvements such as driveways
and fences.

2. No owner of any of the lots in the Project has the right
to reserve or grant any easements or rights-of-way upon or over
any of the lots in the Project without the written consent of
ANGELINE DAWSON, her successors or assigns.

ARTICLE V

Duration of Restrictions

1. These restrictions as herein enumerated shall be deemed
as covenants and not as conditions, and shall run with the land
and bind all lot owners and their heirs, successors and assigns,
and all land in said Project for a period of fifteen (15) years
after the date of the recording of this Declaration of Restric-
tions as to the Project, a Subdivision in the Village of White-
house, Lucas County, Ohio, with the Lucas County, Ohio Recorder.

ARTICLE VI

Right to Enforce

1. Enforcement shall be by proceedings at law or in equity
against any person or persons violating or attempting to violate
any covenant either to restrain violation or to recover damages. Any owner of a lot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restrictions hereby imposed or any of the provisions shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions, to and/or reserved by ANGELINE DAWSON shall be assignable and shall inure to the benefit of the successors or assigns of the Project.

IN TESTIMONY WHEREOF, ANGELINE DAWSON has hereunto set her hand this 6th day of April, 1988.

SIGNED IN THE PRESENCE OF:

[Signature]

[Signature]

STATE OF OHIO } SS:
COUNTY OF LUCAS }

Appeared before me this 6th day of April, 1988, ANGELINE DAWSON, a person known to me, who swore that the execution of the above document was her free act and voluntary deed.

[Signature]

RECEIVED & RECORDED

APR 08 1988
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO