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DECLARATION OF RESTRICTIONS OF
W. C. DOERSCH'S SUBDIVISION OF
PART OF S.W. FRACTIONAL QUARTER OF
FRACTIONAL SECTION 13, TOWN 2, U. S.
RESERVE, LUCAS COUNTY, OHIO.

WHEREAS, William C. Doersch, an individual, is the owner of
all of the lots in W. C. Doersch's Subdivision in Adams Township,
Lucas County, Ohio, as per plat thereof recorded in Volume 50, pages
27 and 28, Lucas County, Record of Plats; and

WHEREAS, said owner desires to make known the restrictions,
conditions, covenants, charges and agreements, subject to all of
which said property in said Subdivision is now held and shall be
conveyed by the owner or owners thereof; and

WHEREAS, it is the desire of the owner of all the lots in
said W. C. Doersch's Subdivision to provide restrictions which are
suitable and desirable for the use and occupancy of said lots in
said Subdivision and all of which restrictions shall operate to the
use and benefit of the owner of each lot in said Subdivision and/or
his successors and assigns.
NOW THEREFORE, in order to provide a uniform and general plan for the improvements, development, use, occupancy, and enjoyment of said lots in said Subdivision and make the same an architecturally harmonious, artistic and desirable residential district, the restrictions herein contained, are adopted and declared pursuant to said plan for the better and uniform improvement and development of said Subdivision and the benefit and protection of all persons who are now or may hereafter become the owner or owners of lots or parts of lots in said Subdivision.

I, William C. Doersch, being the owner of all of the lots in W. C. Doersch's Subdivision in Adams Township, Lucas County, Ohio, for myself, my heirs, executors, administrators, legal representatives and assigns, by the execution and recording of this Indenture of Covenants and Restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of all of the lots in said Subdivision for the period and to the extent and in the manner hereinafter set forth, for the protection of each and every person, his heirs, executors, administrators, legal representatives and assigns who is now or who shall hereafter be the owner, occupant, tenant, of any lot or lots or parts thereof in said Subdivision, as follows:-

1. The lots in said Subdivision shall be used for residential and non commercial gardening purposes only.

2. Not more than one single-family residence shall be constructed on any one of said lots.

3. No building other than a residence shall be constructed on any lot in said Subdivision, except that private garages may be constructed for the use of the members of the family occupying such residence.

4. Each residence, breezeway, and garage shall be constructed out of stone, brick or other suitable material approved by the Committee hereinafter designated to approve plans and specifications...
for buildings to be constructed on any of the lots in said Subdivision.

5. No lot in this Subdivision may be used for commercial purposes and no commercial buildings may be erected on any lot or part of a lot in this Subdivision.

6. No residence shall be constructed or approved by the Committee for construction on any of the lots in this Subdivision containing an area of less than 1000 square feet, exclusive of porch, breezeway or garage.

7. Complete plans and specifications for all residences or other structures proposed to be erected on any of the lots in said Subdivision shall be submitted to and filed with the Committee hereinafter named and the approval of such plans and specifications in writing by said Committee shall be first obtained before the construction of any such residence or other structure is commenced. No residence or other structure shall be started or constructed without first having obtained the written approval of said Committee.

8. No building or any part thereof shall be erected or maintained closer to any street or driveway than the building line designated and marked on the recorded plat of said Subdivision.

9. No fence, wall, sign, driveway, or other construction shall be placed, erected or maintained on any of said lots, unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such construction or structure, plans and specifications for which shall first be submitted in writing and written approval therefor be obtained from the Committee hereinafter designated.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the Subdivision 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.
11. The owners of lots in said Subdivision shall keep the grass, weeds or other growth out from said lots, and not permit the lot or lots owned by them to be overgrown by grass, weeds or other growth, and failing so to do for a period of 10 days after written notice or demand made on the owner by the Committee hereinafter named, said Committee shall be authorized and empowered to employ any person, firm or corporation to cut the grass, weeds or other growth from any of said lots and charge the cost thereof to the owner or the owners of the lots from which the same have been cut and said owners shall be liable to reimburse and pay said committee for the expense of cutting all grass, weeds, and other growth from their respective lots.

12. No garbage shall be dumped or allowed to accumulate on any lot in said Subdivision, and all persons owning or residing on any of the lots in said Subdivision shall promptly dispose of any and all garbage and failure so to do, shall constitute a nuisance as affecting the public health and the residential purposes for which said Subdivision was created, designed and planned.

13. There shall not be erected, permitted or maintained on any of the lots in said Subdivision, any cattle yard, hog pen, fowl yard or house nor shall any live poultry, hogs, cattle or sheep or any noxious, dangerous or offensive thing whether of the character of those hereinbefore enumerated or not, be permitted or maintained on any of the premises in said Subdivision.

14. If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of said Subdivision, whether public or private whether heretofore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from the committee, hereinafter named, and upon failure so to do, the committee or occupant may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose and
neither said committee nor any owner or occupant shall be liable for
damages in any action or suit, but shall be entitled to be paid by and
may recover from the owner of the land on which nuisance was committed,
all the cost and expense, including attorney fees, incurred or expended
in abating such nuisance.

15. All lots in said Subdivision are subject to easements
and rights of way shown on recorded plat.

16. Justus M. Browning and William C. Doerrsch are hereby
designated as the Committee herein referred to, and as such Committee
they are hereby empowered to approve plans and specifications for
all buildings to be erected or constructed on the lots in said
Subdivision and to approve any and all construction by way of fences,
walls, signs, driveways or any other type of construction as provided
in paragraph 9 hereof; said Committee is also empowered to cause the
grass, weeds or other growth, to be cut and to abate any and all
nuisances, all as provided for in paragraphs 11, 12 and 14 of these
Articles of Restrictions. Said Committee shall act for a period of
5 years or until their successors are elected and qualified; and upon
the resignation or death of any member of such Committee or the expira-
tion of said term of 5 years, the owners of lots in said Subdivision
shall meet and designate in writing, by a majority of the lots in
said Subdivision the person to fill such vacancy on said Committee
or to succeed the members of the Committee heretofore named at the
expiration of said 5 year period, and thereafter any vacancies on said
Committee shall be filled in like manner.

17. Any sale or agreement of sale, or conveyance of any of
the lots in said Subdivision shall be made subject to and such
instrument of sale or conveyance shall contain a reference to these
Restrictions not only in words but the same shall be referred to by
Volume and Page in which this Indenture of Restrictions is recorded.
18. These covenants and restrictions shall run with the land and be binding upon each and every person who is now or shall hereafter become the owner of any interest in or to the property hereinbefore described, or any part thereof, and these restrictions shall be binding and continue in existence until January 1st, 1965, at which time said covenants and restrictions herein contained, or any portion thereof, may be extended for a further period of 10 years, and for successive 10 year periods thereafter upon the written approval of the owners of 2/3 of the lots in said Subdivision.

19. If any of the covenants or restrictions hereinabove are held invalid by judgment or court order, the remainder of the covenants and restrictions shall not be affected thereby, and shall remain in full force and effect.

20. These restrictions may be amended or modified at any time by the unanimous consent of the owners of all of the lots in said Subdivision.

In Witness Whereof, WILLIAM C. DOERSCH has caused his name to be subscribed to these presents this 14th day of November, 1952.

William C. Doersch.

Two witnesses.

Acknowledged November 14th 1952 before a Notary Public, Lucas County, Ohio, [Seal].

Received for record November 14th 1952 at 10:37 A.M., and recorded in Volume 1592 of Mortgages, page 379.