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DECLARATION OF RESTRICTIONS
FOR
WEST ACRES PLAT 2, A SUBDIVISION
IN SYLVANIA TOWNSHIP, LUCAS
COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, That The Homeland Company Inc., an Ohio Corporation, and the present owner of each and every of the lots known as #49 to #135 in the subdivision in Sylvania Township, Lucas County, Ohio known as West Acres Plat 2, the plat of which is recorded in Volume 43, Pages 71 & 72 of the Record of Plats, Lucas County, Ohio, for the benefit and protection of itself and of each of the future owners of each of the lots in said addition, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots hereinafter sold, conveyed or transferred by it, The Homeland Company, Inc., including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:
1. LAND USE AND BUILDING TYPE  No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one single-family dwelling house of not to exceed one and one-half stories and not more than twenty feet (20') to its highest ridge height, and not less than thirteen feet (13') to its lowest ridge height, both measurements to be taken from the first floor level; (b) one private one or two car garage (which may be attached to the dwelling house if desired); and (c) such other accessory buildings as may be permitted by the architectural control committee. The main roof of all buildings shall be of the gable or the hip type.

2. ARCHITECTURAL CONTROL  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 minimum building set back line unless similarly approved.

3. DWELLING COST, QUALITY AND SIZE   No dwelling shall be permitted on any lot at a cost of less than $7500. Based upon cost levels prevailing on the date these covenants are recorded, to be determined by the 1951 Labor Department cost index, 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 672 square feet.
4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot 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 fifty feet (50') to the front lot line or nearer than twenty-five feet (25') to any side street line. No building shall be located nearer than ten feet (10') to an interior lot line, except that no side yard exceeding two feet (2') shall be required for a detached garage or other permitted accessory building located one hundred feet (100') or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than twenty feet (20') to the rear lot line. Eaves, steps and open porches may extend over any setback line not more than six feet (6'), but this exception shall not be construed to permit encroachment thereof upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty feet (60') at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 14,000 square feet.

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

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

8. TEMPORARY STRUCTURES. No structure of a temporary character, and no 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. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee shall be composed of the President and Secretary of The Homeland Company Inc.
until such time as said company has conveyed to others 90% of the lots in said addition after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a majority of said lots. 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 in the absence of action by the lot owners. 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, after said company has conveyed to others 90% of the lots in said addition, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. PROCEDURE. 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 days 30 after plans and specifications have been submitted to it, then the same shall be deemed approved.

10. TERM. 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.

11. ENFORCEMENT. 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.

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

13. SIGNS. No sign of any kind shall be displayed in the public view on any lot except one sign for Doctors of Medicine of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or broker to advertise the property during the construction and original sales period.

14. LIVESTOCK AND POULTRY. 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, and that not more than two horses properly housed to the satisfaction of said architectural committee may be kept on any one lot for non-commercial purposes.

15. GARBAGE AND REFUSE DISPOSAL. 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.

16. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of Lucas County. Approval of such system as installed shall be obtained from such authority.

17. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of said Health Department. Approval of such system as installed shall be obtained from such authority.

18. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between
2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area, formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

19. No trailer of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the architectural control committee.

20. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any persons, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

Executed at Toledo, Ohio, this 28th day of September 1951.

THE HOMELAND COMPANY, INC.,

By Howard F. Crosby, Its President,

By May K. Mara, Its Secretary.

Acknowledged September 28, 1951 by said company, by said officers, by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 18, 1951 at 3:46 P. M., and recorded in Volume 1537 of Mortgages, page 261.