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DECLARATION OF RESTRICTIONS
AS TO WESTCHESTER MEADOWS
A SUBDIVISION IN SYLVANIA
TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, Barnes Realty & Investment Co., an Ohio corporation, hereinafter called "Developer", is the owner in fee simple of all of the lots in Westchester Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio, to-wit:

Lot numbers One (1) thru Sixty-seven (67) inclusive, all of which real estate is hereinafter for convenience referred to as "Westchester Meadows"; and

WHEREAS, Developer desires to establish a general plan for the development of Westchester Meadows and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes for its own benefit and the benefit of all future owners;

NOW, THEREFORE, Developer in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself and its successors and assigns hereby declare, covenant and stipulate that all of the lots as shown on the recorded Plat of Westchester Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns subject to the following restrictions:

Lot numbers One (1) thru Sixty-seven (67) inclusive in Westchester Meadows shall be known and described as residential lots
and no structure shall be erected, placed or maintained on any such residential lot other than two-family residence dwelling (duplex) or single-family residence dwelling. Both permitted uses are hereinafter sometimes referred to as "dwelling".

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless or until the size, location, type, style of architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in Westchester Meadows, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building setback line or lines
shown upon the plat of said subdivision nor nearer to any side line
or rear line than shall be determined by Developer in writing at
the time of the approval of the plans and specifications for said
dwelling. This restriction as to the distances at which said
dwelling shall be placed from the front, side, and rear lines of
said lot, shall apply to and include porches, verandas, porte-
cochere, and other similar projections of said dwelling.

Section 1. No garage or any addition thereto or alteration
thereof shall be erected, reconstructed, placed or suffered to re-
main upon any lot except for the exclusive use of the families
occupying said dwelling and the servants thereof, nor unless, in the
case of a single-family dwelling such garage be made an integral
part of said dwelling, nor unless nor until the size, location,
type, style or architecture, use, the materials of construction
thereof, the color scheme thereof, the grade elevation thereof,
and the plans, specifications and details of said garage, including
the driveway approach, and garage entrance shall have been first
approved in writing by Developer, and a true copy of said plans,
specifications and details of said garage shall have been lodged
permanently with Developer, and no garage except as conforms to
said plans, specifications and details shall be erected, reconstruc-
ted, placed, or suffered to remain upon any lot. Such garage,
in the case of a single-family dwelling, being an integral part of
said dwelling, shall be subject to all of the covenants, rights,
terms, reservations, limitations, agreements and restrictions at
any point herein made applicable to said dwelling.
Section 4. The location of any and all driveways shall be and remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Westchester Meadows, except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed therewith in writing.

Section 5. No structure or any part thereof shall be erected, placed or maintained on any lot in Westchester Meadows nearer to the front or street line or lines than the building setback line or lines shown upon the recorded plat of said subdivision. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of any lot for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until
the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 6. In connection with the provisions contained in Section 4 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 7. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 8. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Westchester Meadows designed as utility right-of-ways, for the construction,
operation and maintenance of electric lights, telephone and tele-
graph poles, lines and conduits, and for water, gas and sewer lines
and conduits, or any other public utility facilities, together with
the necessary or proper incidents and appurtenances. No building
or other structure, or any part thereof, shall be erected or
maintained upon any part of the property in Westchester Meadows,
over or upon which easements for the installation and maintenance
of public utilities and storm sewers will be or have been granted.

Section 9. No spirituous, vinous or fermented liquors
of any kind shall be manufactured or sold, either at wholesale or
retail, upon any lot, no industry, business or trade, occupation
or profession of any kind shall be conducted, maintained or per-
mitted upon any lot, no well for gas, water, oil or other substance,
(except water wells for underground sprinkling systems which shall
have all parts, including, but not limited to, well points, well
casings, all pumps, wires, conduits and pipes shall be totally
concealed underground; the location of said lawn sprinkler wells
shall be approved by developer) shall at any time, whether intended
for temporary or permanent purpose, be erected, placed or suffered
to remain upon any lot; nor shall any lot be used in any way or for
any purpose which may endanger the health or unreasonably distrub
the quiet of the owner or owners of any adjoining lot. No pole,
or overhead or exposed wires, whether for use in connection with
radio, telephone, television, electric light or any other purpose,
shall be erected, placed or suffered to remain upon any lot or upon
or visible from the outside of said dwelling without the consent
of Developer first having been obtained. No signs of any character, other than the sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in Westchester Meadows.

Section 10. Other than two (2) dogs, two (2) cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in Westchester Meadows.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. 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 yard equipment, including 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 ten o'clock A.M.

Section 12. Any commercial vehicle, boat, house car, trailer, or other similar housing device if stored on any lot in Westchester Meadows shall be housed within a garage.
Section 13. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning construction.

Section 14. The grantees (purchaser) of Lots one (1) thru eight (8) and twenty-nine (29) thru thirty-three (33), inclusive, in Westchester Meadows, for themselves, their respective heirs, successors, executors, administrators and assigns agree to pay a prorata share along with the other owners of Lots one (1) thru eight (8) and twenty-nine (29) thru thirty-three (33), inclusive, of cost for repairs and maintenance, including snow removal, of the private alley abutting said lots, all as shown on the plat of said subdivision. The respective grantees of any of the aforesaid lots for themselves, their heirs, assigns, successors, administrators, executors, invitees and guests further agree not to park motor vehicles on or otherwise obstruct ingress and egress by foot or motor vehicle over said private alley.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.
Section 16. Developer, its successors and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 18. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other
action by Developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than forty-five (45) dwellings in Westchester Meadows, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called the "Westchester Meadows Property Owners' Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3rds) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Developer at its discretion may by an instrument in writing, in the nature of an assignment, vest the Association,
if and when formed, with rights, privileges and powers herein re-
tained by the Developer, which said assignment shall be recorded

ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance
of a deed of conveyance, accepts the same subject to all restric-
tions, conditions, covenants, reservations, easements, and the
jurisdiction, rights and powers of Developer and the Association,
created or reserved by this Declaration or by plat or deed re-
strictions heretofore recorded, and all easements, rights, ben-
efits and privileges of every character hereby granted, created,
reserved or declared, and all impositions and obligations hereby
imposed shall run with the land and bind every owner as though
the provisions of this Declaration were recited and stipulated
at length in each and every deed of conveyance. The violation of
any restriction or condition, or the breach of any covenant or
provision herein contained shall give Developer, its successors
or assigns, or the Association, the right: (a) to enter upon the
land upon which, or as to which, such violation or breach exists,
and to summarily abate and remove, at the expense of the owner of
said lot or lots, any structure, thing, or condition that may
exist thereon contrary to the intent and meaning of the provisions
hereof, and Developer shall not thereby be deemed guilty of any
manner of trespass; or (b) the continuance of any breach may be
enjoined, abated, or remedied by appropriate legal proceedings,
either at law or in equity, by Developer, its successors or assigns, or by the Association.

Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended prior to January 1, 2000 with written approval of the then owners of not less than two-thirds (2/3rds) of the lots in Westchester Meadows, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2000, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in Westchester Meadows upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of any provision hereof, or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Community Association acquiring the rights and benefits
of Developer shall be deemed a violation of this Declaration and may be enjoined as herein provided. The rights, privileges and powers herein retained by Developer shall be assignable to and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Barnes Realty & Investment Co. has hereunto set its hand this 19th day of April, 1978.

Signed and acknowledged in the presence of:

[Signatures]

BARNES REALTY & INVESTMENT CO.

By: [Signature]
Donald L. Barnes, President

[Signature]
Paul T. Avery, Vice President

STATE OF OHIO, COUNTY OF LUCAS, ss:

Before me a Notary Public in and for said County, personally appeared Donald L. Barnes, President, and Paul T. Avery, Vice President of the said Barnes Realty & Investment Co., an Ohio corporation, who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Donald L. Barnes and Paul T. Avery as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of April, 1978.

[Signature]
Notary Public

This instrument prepared by:
John F. McCarthy, Esq.
ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: that,

WHEREAS, Barnes Realty & Investment Co., an Ohio corporation ("Barnes Realty"), by Declaration of Restrictions dated April 19, 1978 and recorded in the Office of the Recorder of Lucas County, Ohio as Mortgage No. 78-370806 placed certain restrictions upon the Plat of Westchester Meadows (the "Declaration of Restrictions"); and

WHEREAS, pursuant to Section 3 of Article Two of said Declaration of Restrictions, Barnes Realty reserved the right to assign to a homeowners association, when formed, all of the rights, privileges and powers retained by Barnes Realty under said Declaration of Restrictions; and

WHEREAS, there has been formed the Westchester Meadows Homeowners Association, an Ohio non-profit corporation (the "Association"); and

WHEREAS, Barnes Realty, pursuant to said right of assignment, now desires to assign said rights, privileges and powers to the Association.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. All of the rights, privileges and powers reserved or given to Barnes Realty by said Deed of Restrictions for Westchester Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio and as recorded in the land records of said County, are hereby transferred and assigned to the Association, pursuant to the right to assign reserved and granted by said Deed of Restrictions.

2. The Association hereby agrees to assume said rights, privileges and powers and carry out and perform same.
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives this 2nd day of April, 1985.

Signed and acknowledged in the presence of:

[Signatures]

BARNES REALTY & INVESTMENT CO.

By ____________________________
President

By ____________________________

WESTCHESTER MEADOWS
HOMEOWNERS ASSOCIATION

By ____________________________
President

By ____________________________
Secretary

STATE OF OHIO  )
   SS:

The foregoing instrument was acknowledged before me this 2nd day of April, 1985 by Donald L. Barnes, President, and

[Signature]

of Barnes Realty & Investment Co., an Ohio corporation, on behalf of the corporation.

JAMES W. BACHMAN
Notary Public

STATE OF OHIO  )
   SS:

The foregoing instrument was acknowledged before me this 18th day of May, 1985 by Robert R. Baehr, President, and

[Signature]

Margaret R. Foster, Secretary, of Westchester Meadows Homeowners Association, an Ohio corporation, on behalf of the corporation.

KELLY A. MILLER
Notary Public

This Instrument prepared by:

111112-15
Toledo, Ohio 43604

RECEIVED & RECORDERED

JUN 24 1985 1/159

BILL COPELAND,
RECORDER, LUCAS COUNTY, OHIO

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