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DECLARATION OF RESTRICTIONS FOR WESTCLIFFE PLACE

This Declaration is made by McCOWAN DEVELOPMENT COMPANY, an Ohio corporation (hereinafter referred to as "Developer"), this 31st day of August, 1987.

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate, situated in the City of Sylvania, Lucas County, Ohio:

Lots Numbers One (1) through Thirty (30), both inclusive, in Westcliffe Place, a Subdivision in the City of Sylvania, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "Westcliffe Place"; and

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Westcliffe Place, certain easements and rights in, over and to Westcliffe Place and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No Dwelling (as hereinafter defined) or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot in Westcliffe Place ("lot"), unless and until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme thereof, the grading plan of the lot, including the grade elevation of said Dwelling, the plot plan showing the proposed location of said Dwelling upon any lot and the plans, specifications and details of said Dwellings 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 said any lot.

Section 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and nothing other than one (1) single-family, private residence purpose building, hereinafter for convenience called
"Dwelling," shall be erected, reconstructed, placed or suffered to remain thereon.

Section 3. 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 set-back lines (the "set-back lines") as shown upon the Plat of Westcliffs Place (the "Plat"), 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 distance at which said Dwelling house shall be placed from the front, side and rear lines of any lot shall apply to and include porches, verandas, portecochere, and other similar projections of said Dwelling. The parcel of land upon which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots, but only with the written consent of Developer. Developer may require Dwellings to be erected farther from the street than the building set-back line or lines.

Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and the 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, reconstructed, placed or suffered to remain upon any lot. Such garage shall be for the exclusive use of the family occupying said Dwelling and the servants thereof and shall be made an integral part of said Dwelling. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said Dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon any lot. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on any lot.

Section 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said Dwelling. No driveway shall be located, relocated, or suffered to remain upon any lot except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 6. The portion of each lot between the set-back line and the street 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 for walks (and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or ornamental plants, 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,
derbush or other unsightly objects shall be allowed to be placed or
suffered to remain anywhere thereon. No statuary, fountains or similar
ornamentation shall be placed upon any lot between the set-back line and
the street without the written consent of Developer having first been
obtained. Within six (6) months after a Dwelling has been completed and
occupied on any lot in Westcliffe Place, the front yard of said lot
shall be sodded from the front of the Dwelling to the curb line in the
case of interior lots. In the case of corner lots, the front yard shall
be sodded from the front of the Dwelling to the curb line and the side
yard facing the dedicated public street shall be sodded from the
Dwelling to the curb line. No fence, hedge, wall or enclosure of any
kind, for any purpose shall be erected, placed or suffered to remain
upon any lot until the written consent of Developer shall having 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 7. If, in the opinion of Developer, by reason of
the shape, dimensions or topography of any lot, or by reason of the type
of Dwelling to be erected thereon, or for any other reason satisfactory
to Developer, the enforcement of the provisions of this Declaration
would work a hardship, Developer may modify such provisions so as to
permit variations in size, type, location or otherwise that will not, in
Developer’s judgment, do material damage to any abutting or adjacent
property.

Section 8. Each lot owner, by acceptance of a deed to a
lot, agrees and consents and shall be deemed to have agreed and
consented to construct a sidewalk on such owner’s lot or within the
right of way abutting such owner’s lot at the location and in accordance
with the construction standards required by the City of Sylvania, such
sidewalk to be constructed at the time of construction of a Dwelling on
the lot.

Section 9. Developer reserves to itself, its successors
and assigns a perpetual easement in, through, under and/or over those
portions of each lot designated as "Drainage Easement" or "Utility
Easement" on the Plat and the right to grant consents for additional
easements and rights of way over or upon any lot for the construction,
operation and maintenance of electric lights, telephone, telegraph and
cable television 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, and no building or
other structure, or any part thereof, shall be erected, or maintained
upon any part of the property in Westcliffe Place, over or upon which
easements for the installation and maintenance of public utilities and
storm sewers will be or have been granted. All electrical, telephone
and cable television service to homes shall be underground from the main
supply lines.
Section 10. 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 permitted upon any lot. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land. No pole, overhead or exposed wires, or exterior fixture whether for 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 a Dwelling without the written consent of Developer first having been obtained. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon any lot or upon or visible from the outside of any Dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or Dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

Section 11. The maintenance or harboring of any animals other than dogs, cats or birds, all of which shall be maintained within the Dwelling so as not to unreasonably disturb neighbors, is expressly prohibited in Westcliffe Place.

Section 12. No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks, vans, inoperable vehicles or vehicles with expired license plates shall be parked, stored or suffered to remain upon any lot nearer to the street than the set-back line.

Section 13. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot.

Section 14. All Dwellings shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service.

Section 15. No basketball backboard shall be erected or attached to the front of any Dwelling or garage or closer to the street than the set-back line, and all such basketball backboards wherever erected shall be approved by Developer.

Section 16. No above-ground swimming pool shall be constructed, reconstructed, allowed or suffered to remain upon any lot unless said above-ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches. In no event shall this type of pool be visible from any street in the front or at the side of the Dwelling. No other swimming pool shall be installed on any lot until the plans,
specifications and a plot plan showing the location of such swimming pool shall have been approved in writing by Developer.

Section 17. Developer reserves the sole and exclusive right to establish grades and slopes on any lot herein described, and to fix the grade at which any Dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

Section 18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage, basement or in the rear or at the side of the Dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the Dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 19. Developer 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 20. No grantee or successor in title shall sub-divide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 21. 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 22. 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, determination, modification, consent or any other such action shall be valid if given by Developer, or its assigns, or by any other person authorized in writing to sign deeds on behalf of Developer.
ARTICLE TWO

Section 1. Upon the occupancy of not less than twenty (20) Dwellings in Westcliffe Place, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Westcliffe Place Property Owners Association" or a name similar thereto (the "Association"), and upon the formation of the Association, every lot owner shall become a member thereof, 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; provided, however, that where title to a lot is held by 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 (2/3) of its members, may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for all activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of Westcliffe Place, and for the health, comfort, safety and general welfare of residents of Westcliffe Place and all property in Westcliffe Place shall at all times be maintained subject to such rules and regulations.

Section 3. Developer, by an instrument in writing in the nature of an assignment, may vest the Association, if and when formed, with the rights, privileges and powers herein retained by Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer and the Association, created or reserved by this Declaration of Restrictions or by the Plat or deed restrictions heretofore recorded, and all easements, rights, benefits 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 of any interest therein, and inure to the benefit of such owner, in like manner 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 or 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 or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.
Section 2. In requiring the submission of plans and specifications and in requiring the consent or approval of Developer as herein set forth, Developer intends to implement the development of Westcliffe Place as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, Developer may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, the artistic and architectural merits of such improvement, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and for the benefit of the owners of lots as a whole. Any determination made by Developer or its assigns, in good faith, shall be binding on all parties in interest.

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 of 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. A violation of any of the rules and regulations adopted by Developer or by the Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of, Developer's successors and assigns.

Section 7. Developer reserves the right to surrender all or any approval or similar rights retained by it hereunder or to assign such rights to any successor to Developer's interest in Westcliffe Place or to the Association. Developer shall incur no liability to any lot owner or others by reason of such surrender or assignment.

ARTICLE FOUR

Section 1. These covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through Developer until the first day of January, 2008, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 2. These covenants and restrictions may be amended prior to January 1, 2008 with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Westcliffe Place, which amendment shall become effective with the filing with the Lucas County, Ohio Recorder 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, 2008 and
may be amended or terminated thereafter with the written approval of the
owners of not less than a majority of the lots in Westcliffe Place upon
the filing of an instrument as aforesaid with the Lucas County, Ohio
Recorder.

IN WITNESS WHEREOF, McGowan Development Company has caused
this Declaration to be executed on the day and year first above written.

WITNESSES:

Alan Price

Stanford C. Goldman

McGOWAN DEVELOPMENT COMPANY

By James H. McGowan, President

And Stanford C. Goldman, Secretary

STATE OF OHIO )
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 31st
day of August, 1987 by James H. McGowan, President, and Stanford C.
Goldman, Secretary, of McGowan Development Company, an Ohio corporation,
on behalf of the corporation.

CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, Mid-American National Bank & Trust Company,
Mortgagee of lot numbers one (1) through thirty (30), both inclusive, in
Westcliffe Place, a Subdivision in the City of Sylvania, Lucas County,
Ohio, hereby consents to the adoption of the foregoing Declaration of
Restrictions for Westcliffe Place, a Subdivision in the City of Sylvania, Lucas County, Ohio, this 31st day of August, 1987.

WITNESSES:

Lynn Pendleton

MID-AMERICAN NATIONAL BANK & TRUST COMPANY

By Robert J. Molnar, Assistant Vice President

And Kathy Altman, Vice President

STATE OF OHIO SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 31st day of August, 1987 by Robert J. Molnar, Assistant Vice President, and Kathy Altman, Vice President, of Mid-American National Bank & Trust Company, a national banking corporation, on behalf of the corporation.

LYNN M. PENDLETON
Notary Public

LyNN M. PENDLETON, Lucas County
Notary Public, State of Ohio
My Commission Expires March 22, 1989

This Instrument Prepared By:

Barton L. Wagenman, Esq.
Shumaker, Loop & Kendrick - Boil
1000 Jackson
Toledo, Ohio 43624

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