WILLIAMS SUBDIVISION

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Restrictions set forth in the Plat of Williams Subdivision, Volume 6 of Plats, page 43, as follows:

1. All lots shall be used exclusively for single family dwelling purposes.

2. Each residence shall have not less than 1,196 square feet of living space, exclusive of any garage, breezeway or porch.

3. Each residence must have a garage of sufficient size to house at least one automobile and must be attached to the main residence structure. No carports will be allowed.

4. Easements are reserved as shown on the recorded plat.

5. A storage type building may be allowed under the following conditions:

   (a) Masonry type approved foundation
   (b) Constructed of same type of material as residence. The exterior walls of said storage building shall conform to the exterior walls of said residence.
   (c) Maximum size of 8 feet x 10 feet on the foundation, and a maximum height of 12 feet from the established grade.
   (d) No encroachment upon an easement or any type right of way.
   (e) A storage type building must be completed within four months of approval of the plans.

6. No lots shall be subdivided into smaller parcels.

7. All buildings erected, placed and located on said premises shall be of new construction from the foundation to the roof, and no temporary portable dwelling shall be placed thereon.

8. No oil tanks or other container used for the storing of fuel shall be exposed to view on said premises.

9. No billboard, sign or advertising device of any kind other than a "for sale" or "for rent" sign, shall be erected, placed or suffered to remain on said premises.
10. No animals, except such as are customarily kept as household pets, shall be allowed or permitted to remain on said premises or any portion thereof.

11. No noxious, or offensive trade, business or activity, shall be carried on upon any lot in said Williams Subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

12. No fence or wall of any kind or for any purpose shall be erected, placed or suffered to remain on said premises, except for the following:

   (a) Across the rear of said lot.
   (b) Solely and directly related to a swimming pool.

13. No swimming pool of any type, including temporary and/or portable, shall be more than 12 inches above grade level.

14. Swimming pools shall comply with the rules and regulations of the Village of Delta. In addition, said swimming pools are subject to final approval of Williams Brothers of Delta, Inc.

15. At the time that the Village of Delta decides street lighting is necessary, all lot owners on said street shall be responsible for, cooperate and equally share the extra cost required for underground installation.

16. Each street must have the same type luminaires and standards for its entire length. The type of said luminaires and standards may, however, vary from street to street. All luminaires and standards are subject to final approval of Williams Brothers of Delta, Inc.

17. At the time that the Village of Delta decides a sidewalk is necessary along a street, all lot owners on said street shall be responsible for, cooperate and equally share the costs of installing said sidewalk. Said sidewalk shall be subject to final approval of Williams Brothers of Delta, Inc.
18. No portion of a structure, including any overhangs, shall be within 10 feet of any side and rear lot lines. In addition, no portion of a structure shall encroach upon any easement shown on the recorded plat.

19. No portion of said premises within 30 feet of the street or highway on which said premises front shall be used for any purpose other than that of lawn; provided, however, this covenant shall not be construed to prohibit walks, overhangs, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains and similar ornamentations. No weeds, grains or underbrush shall be placed or suffered to remain upon any part of said premises. Vegetables for garden purposes only shall be limited to an area of 100 square feet at the rear of the lot.

20. No trucks in excess of 3/4 tons or unlicensed vehicles shall be parked in the driveway or on the street, except for camping trailers as defined herein.

21. No recreational type vehicles shall be exposed to view in seasons of nonuse. The exposure to view of camping trailers or part thereof and boats is limited to the period from May 15 to October 1. Camping trailers are defined as tent campers, travel trailers, truck campers, motor car homes, portable campers on trucks, and any other type camping trailers. Said camping trailers shall be limited to 1/4 tons chassis as rated by the manufacturer.

22. The driveway from the street to the garage shall be constructed completely of asphalt or concrete approved for this type use. No island shall be permitted.

23. All utilities and connections to or leaving structures are to be installed underground.

24. No television towers and antennas of any type for whatever use shall be supported by wires.
25. Williams Brothers of Delta, Inc., or assigns, expressly reserves the right to establish waterways, grades and slopes on said premises and to fix the grade at which any building shall hereafter be erected or placed thereon, to the end that all buildings on said premises and adjacent premises shall conform to a general form.

26. No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, until plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, locations, and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by Williams Brothers of Delta, Inc., or assigns, and a copy thereof, as finally approved, lodged permanently with said Williams Brothers of Delta, Inc., or assigns. Said Williams Brothers of Delta, Inc., or assigns, shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications, and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built with reference to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

27. The above covenants and restrictions shall run with the land and shall be binding on each and every person who shall hereafter become the owner of any interest in any lot or part of lot in said Williams Subdivision until January 1, 2000, at which time said covenants and restrictions, or any portion thereof may be extended for a further ten year period and for successive ten year periods thereafter on the written approval or agreement of the owners of 60% of the lots in said subdivision.
28. Any violation or attempt to violate any of the foregoing covenants or restrictions shall be unlawful. Any person or persons owning any lots in said subdivision may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the foregoing covenants or restrictions, to prevent or enjoin him or them from so doing, or to recover damages or other dues for such violation or attempted violation.

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

The purchasers of each lot, covenant and by acceptance of the deed do agree for themselves, their heirs, successors or assigns that the foregoing covenants and restrictions constitute a general plan for the improvement and development, use, occupancy and enjoyment of Williams Subdivision; that said covenants and restrictions shall run with the land and shall be an encumbrance upon said property to the extent and for the period or periods specifically set forth herein.