ALBERT J. COREY COMPANY BEVERLY DOWNS PLAT 3

This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

DECLARATION OF RESTRICTIONS

The Title Guarantee and Trust Company, Trustee, an Ohio Corporation, being the sole owner of lots numbers 129 through 157, both inclusive, in Albert J. Corey Company Beverly Downs, Plat Three, a Subdivision in the City of Toledo, Lucas County, Ohio, hereby imposes and subjects each of said lots to the following restrictions and protective covenants as a general plan of improvement, intended for the benefit and uniform protection of all future owners of said lots within said subdivision and establishing restrictions governing the construction and erection of dwellings or other structures thereon, and hereby declares that each and all of said lots shall be conveyed by it subject thereto:

1. The lots in said subdivision shall be used for residential purposes only and no dwellings shall be erected, altered or placed on said lots other than one single family dwelling. No one of said dwellings shall exceed 23 feet in height from the established grade line. No detached garage shall be permitted on said lots.

2. No dwelling shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Small open porches and stoops not to exceed 10 feet in length which do not materially interfere with the view from residences on adjoining lots may encroach not to exceed 6 feet over the building setback line. Bays or chimneys not to exceed 10 feet in length which are a part of such dwellings may encroach not to exceed 2 feet over the building setback line. No dwelling shall be located nearer than 8 feet from the side lines of the plot upon which such dwelling is erected.

3. No building, fence, wall, sign or other structure shall be erected or maintained on said lots unless erected and maintained in accordance with plans and specifications showing the kind, shape, type, material, color scheme and location of such structure on lot including a finished grade elevation, which shall be submitted to Beverly Downs Associates, its successors or assigns, or to the undersigned or a committee of three lot owners in said subdivision designated by the undersigned, and approval thereof endorsed thereon in writing.

4. All of the restrictions herein contained shall be construed together but if it shall be held that any restrictions, or any part of any restrictions is invalid or unenforceable for any reason whatsoever, no other restriction or restrictions, or any part thereof, shall be affected or impaired.

5. The aforesaid restrictions shall be in full force and effect for a period of 25 years from the date hereof and continually thereafter unless and until any proposed change shall have been approved in writing by the owners of the legal title to a majority of said lots.

6. No structure of a temporary character, trailer, shack, basement, garage, tent, barn or other outbuilding shall be used at any time on any of said lots as a residence, temporarily or permanently.

7. No noxious or offensive activities shall be carried on upon any of said lots nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, nor

shall any commercial trade or activity or advertisement in connection therewith be conducted upon any of the lots herein described.

8. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building setback line shown on the recorded plat nor shall any such fence, wall or hedge be erected on any part of said lots in excess of 4 feet in height, without prior written approval of the Beverly Downs Associates.

9. If the owners of any of the lots in said subdivision, their heirs or assigns, shall violate any of the covenants herein contained, it shall be lawful for any person, firm or corporation having any interest in any part of the lots herein described to take necessary proceedings at law or in equity to abate or enjoin such violation and to recover damages therefor. 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.

IN WITNESS WHEREOF, The Title Guarantee and Trust Company, Trustee, has caused its corporate name to be subscribed and its corporate seal to be affixed by its duly authorized officers this 22nd day of October, 1959.

THE TITLE GUARANTEE AND TRUST COMPANY, TRUSTEE

By: C. H. Barsch, Vice-President
Victor C. Turf, Assistant Secretary
(With corporate seal)

Two witnesses.

Acknowledged October 22, 1959 by said Company, as Trustee, by said Officers, by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record October 22, 1959 and recorded in Volume 1949 of Mortgages, page 630.