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 FOR ALBERT J.
COREY'S BEVERLY HILLS, PLAT TWO, AN ADDITION
IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS, that The Title Guarantee
and Trust Company, Trustee, an Ohio Corporation, being the sole
owner of lots numbers 34 to 57, both inclusive, in Albert J. Corey's
Beverly Hills, Plat Two, an Addition 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 dwelling 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 Hills 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 Hills 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 22th day of September, 1962.

Signed by The Title Guarantee and Trust Company, Trustee, by William N. Hannah, Jr., President and A. J. Horak, Secretary.

Two witnesses.

Acknowledged September 22, 1962 by said Company, as Trustee, by said Officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 27, 1962 at 11:35 A.M., and recorded in Volume 2057 of Mortgages, page 151.
AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR ALBERT J. COREY'S BEVERLY HILLS, PLAT TWO,
AN ADDITION IN THE CITY OF TOLEDO, LUCAS
COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Ohio
corporations, being the owners of a majority of the lots in Albert J.
Corey's Beverly Hills, Plat Two, an Addition in the City of Toledo,
Lucas County, Ohio (owning lots designated below) under authority
granted in Paragraph 5 of said Restrictions, do hereby amend Paragraph 2
of said Restrictions to read as follows:

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. Open porches and porticos
may encroach not to exceed 6 feet over the building setback line. Dais
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 plat upon which the dwelling is erected.

All other provisions of said Restrictions remain unchanged.

IN WITNESS WHEREOF, The Title Guarantee and Trust Company,
Trustee, owner of Lots 43, 44, 45, 50, 51, 52, 53 and 56 in said
Beverly Hills Plat Two, an Addition in the City of Toledo, Lucas County,
Ohio has caused its corporate name to be subscribed and its corporate
seal to be affixed by its duly authorized officers this 10th day of
December, 1964.

The Title Guarantee and Trust Company
Trustee

By James D. Irvine, Vice President

By A. J. Horak, Secretary

with corporate seal

IN WITNESS WHEREOF, Albert J. Corey Company, Inc., owner of
lots 35, 37, 38, 39, 41, 46, 48, 49 and 55 in said Beverly Hills, Plat
Two, an Addition in the City of Toledo, Lucas County, Ohio, has caused
its name to be subscribed by its duly authorized officers this 10th day of
December, 1964.

Albert J. Corey Company, Inc.

by Albert J. Corey, Pres.

by Albert J. Corey

Two witnesses.

Acknowledged December 10, 1964 by said The Title Guarantee and
Trust Company, Trustee, by said Officers, by authority of the Board of
Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Acknowledged December 10, 1964 by said Albert J. Corey Company,
Inc., by said officer, by authority of the Board of Directors, in Lucas
County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record December 11, 1964 and recorded in Volume
2134 of Mortgages, page 457.