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DECLARATION OF RESTRICTIONS
FOR THE PLAT OF
ALBERT J. COREY COMPANY EAST BEVERLY HILLS

WHEREAS, James C. Harms and Betty J. Harms, husband and wife; Richard D. Chilcote and Patricia R. Chilcote, husband and wife, and Walter Nomgoudas and Jennie Nomgoudas, husband and wife, hereinafter called the OWNERS in fee simple of the following described real estate:

Lots numbers 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Albert J. Corey Company East Beverly Hills, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, said OWNERS desire to establish a general plan for the development of said Albert J. Corey Company East Beverly Hills, 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 and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said OWNERS, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns, hereby declare, covenant, and stipulate that all lots as numbered above shall hereafter be conveyed by them their successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument:

1. No liquor, whether spirituous, venous or fermented, shall be sold or be allowed to be sold on said premises.

2. Said premises shall not be used or be permitted to be used for any business purpose or purposes, and no noxious, or offensive activity shall be carried on upon any part of said premises, nor shall
anything be done thereon which may be or become an annoyance or
nuisance to the owners of adjacent property.

3. All of the above numbered lots shall be described as and
known as residential lots and no structure shall be placed on any
such residential lot other than one single family dwelling and a
private garage of not more than two and one-half car capacity which
must be made an integral part of the main residence structure.

4. All residential structures shall be of the ranch, story and
one-half, which may contain dormers, or split-level design, being a
minimum of 70% brick and contain a living area, exclusive of garage,
of a minimum of 1500 square feet. No outhouse or any other structure
shall be constructed or allowed on the premises. All garages must be
attached to and be a part of the residential structure.

5. No building or any part thereof shall be erected or
maintained on any part of said lots nearer to the front lot line or
nearer to the side lot line than the minimum building setback lines
shown on the recorded plat or nearer than 8 feet to the side lot line
of any of said lots. The maximum height of the first floor shall not
exceed 22 inches above grade level.

6. No building shall be erected, placed or altered on any lot
until the construction plans and specifications and a plan showing
the location of the structure have been approved by Walter Nomgoudas,
doing business as Walter Montgomery Construction Company, as to the
quality of the workmanship and materials, harmony of external design
with existing structures, and to the location with respect to topography
and finish grade elevation. No fence or wall shall be erected, placed
or altered on any lot nearer to any street than a minimum building set-
back line unless similarly approved.

7. Other than 2 dogs, 2 house cats, and birds maintained within
the dwelling, the maintenance of harboring of any other animal, bird or
fowl is expressly prohibited on said lots.

8. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

9. Said premises 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 a building is being erected upon any such lot, building materials may be stored thereon, however, any building material not incorporated in said building within 90 days after its delivery to such lot shall be removed therefrom. Structures must be completed by an owner within 6 months of the date of the beginning of construction.

10. No portion of any lot between the building line as shown on the plat and any road, avenue or street, exclusive of porches, shall be used for any purpose other than that of lawn or shrubbery, and no fence shall be built between the building line and the street line, as shown on the plat.

11. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

12. Any tent, housecar, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

13. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said James C. Harms and Betty J. Harms, husband and wife; Richard D. Chilcote and Patricia R. Chilcote, husband and wife, and Walter Momgoudas and Jennie Momgoudas, husband and wife, hereunto set their hands this 2nd day of October, 1969.
(Signed) James C. Harms
Betty J. Harms
Richard D. Chilcote
Patricia R. Chilcote
Walter Mongoudas
Jennie Mongoudas

Two witnesses.

Acknowledged October 2nd 1969 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record October 3rd 1969 at 9:05 A.M., and recorded in Volume 2381 of Mortgages, page 43.