ALFRED BAILY ADDITION

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.

By Deed dated May 13, 1938, The Commerce Guardian Trust and Savings Bank conveyed the premises in question, and other property, to The Commerce Guardian Bank, Trustee. Said deed contains the following

Subject to all legal highways, zoning restrictions and subject to the conditions and restrictions herein contained.

As a part of the consideration for this conveyance and in consideration of the incorporation of like covenants in any and all conveyances of other lots in said Addition, the grantee herein, for itself, its successors and assigns, hereby covenants and agrees to and with the said Grantor, its successors and assigns, for the use and benefit of said Grantor, its successors and assigns and of every other person who shall or may become the owner of or have any title derived immediately or remotely from, through or under the grantor, its successors and assigns, to any lot or parcel of land situate in said Addition, as follows

(l) The grantor reserves to itself and its successors and assigns the right and privilege at any time on or before October 1, 1930 to apply or petition for the installation of sewers of all kinds, water and water mains, pavement and street lighting in said Addition, it being specifically understood and agreed, however, that the cost and expense of any or all of said improvements will be assessed against the various lots and paid by the various purchasers or owners thereof.

(a) No intoxicating liquors shall ever be sold on any part of said premises.

(b) No earth, sod or gravel shall be removed from said premises, except such as may be necessarily removed for building thereon, in accordance with the terms and provisions hereon contained.

(c) All lots in said Addition, excepting lots Nos. 1 to 5, both inclusive, 68 to 77, both inclusive, and 192 to 197, both inclusive, are restricted to use for residence purposes only, and only residences and private garages shall be built thereon, and there shall not be erected, permitted or maintained in said Addition any stables, cattle yards, hog pens, fowl yards or houses, nor any live poultry, hogs or cattle, or other live stock, or any noxious, dangerous or offensive things, whether or not of the character herein enumerated. Not more than one building shall be erected or permitted on any one lot and no residence shall be built which is designed to be occupied by more than two families, and any residence to be occupied by two families shall be of such exterior architectural design as to conform to the appearance of a residence for but one family only. Lots Nos. 1 to 5 both inclusive, 68 to 77 both inclusive, and 192 to 197 both inclusive, may be used for commercial purposes. Lots Nos. 183 to 206 both inclusive are subject to the easements heretofore granted to the Toledo Edison Company over the northerly 30 feet thereof.

(d) In order to avoid, if possible the setting of poles and

stringing of wires in the streets of said Addition, the grantor reserves the right to grant such public utilities corporations as it shall deem best, the right to occupy the rear 3 feet of all lots in said Addition for the purpose of setting poles, stringing wires and placing other apparatus and appliances thereon or thereunder for the purpose of furnishing to the residents of said Addition electricity for light, heat and power purposes, telephone service, and any other convenience or service as may by the grantor be deemed beneficial to the owners of lots in said Addition as a whole.

(e) The minimum cost of all residences to be built upon lots in said Addition, excluding interior decorations and chandeliers, shall be $4500.00 excepting that such minimum cost on Lots Nos. 78 to 107 both inclusive, and Lots Nos. 117 to 123, both inclusive, shall be $5000.00, and such minimum cost on Lots Nos. 174 to 191, both inclusive, and Lots Nos. 198 to 215, both inclusive, shall be $4000.00.

(f) The minimum distance at which buildings shall be erected from the front line of all lots facing on Burnham and Alfred Streets shall be 30 feet; on lots located on the north side of Crawford Street, 20 feet; on lots located on Eleanor Street, 10 feet; and on all other lots in said Addition 25 feet; and no porch or veranda shall be built on any residence so that the same shall extend more than 10 feet beyond said minimum building line.

(g) The minimum distance from the northerly line of Lots Nos. 5, 68 and 77, at which buildings shall be erected shall be 7 feet.

(h) No temporary buildings shall be erected on any lot in said Addition without the written consent of the Company.

(i) All mercantile buildings erected on lots to be used for commercial purposes shall be of fireproof or composition construction.

The plans and specifications for all buildings, commercial or otherwise, showing their location with reference to lot lines, shall be

submitted to the grantor for its written acceptance and approval.

(j) No sale signs shall be placed on any lots in said Addition, the grantor hereby reserving the right to remove any sign that may be placed on any lot.

(k) Except as herein otherwise provided, the above restrictions and conditions shall run with the land, shall be and remain in full force and effect for a period of 25 years from the 1st day of October, 1925, and shall be binding upon and shall inure to the benefit of the grantor and the grantee and the successors and assigns of each of them.

Received for record October 14, 1938 at 12:04 P.M., and recorded in Volume 972 of Deeds, page 86.

DECLARATION OF RESTRICTIONS AFFECTING CERTAIN LOTS IN ALFRED BAILEY ADDITION TO THE CITY OF TOLEDO, LUCAS COUNTY, OHIO.

Know all men by these presents, that the undersigned, The Commerce Guardian Bank of Toledo, Ohio, the Owner as Trustee of Lots Numbers_____and other lots, in Alfred Bailey Addition to the City of Toledo, Lucas County, Ohio, does hereby declare, covenant and agree that each of said lots so owned by it shall hereafter be held, sold and conveyed by it subject to the following restrictions, conditions, covenants and agreements, to-wit:

1 Each and every of the restrictions heretofore adopted for said Addition and already imposed upon the use of lots heretofore sold and/or conveyed by the undersigned or by The Commerce Guardian Trust

& Savings Bank and/or the Superintendent of Banks of the State of Ohio, which restrictions by their terms expire on the 30th day of September, 1950.

2. The following additional restrictions, conditions, covenants and agreements, to-wit

(a) All lots in said addition now owned by the undersigned shall be known and described as residential lots, excepting those lots which are specifically excepted in paragraph (b) below, and no structures shall be erected on any residential lots other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

(b) Lots 1 to 5, 68 to 77, and 192 to 197 shall be restricted to commercial use for retail merchandising and no business shall be conducted thereon until it has been approved in writing by Larona Investment Corporation.

Provided, however, that if the said Larona Investment Corporation is not then in existence or fails to approve or disapprove the proposed type of business within thirty days, then such approval will not be required. Nothing herein contained shall be construed as permitting any business to be conducted which will be in violation of paragraph (d) hereof.

(c) No building shall be erected on any residential building plot nearer than 30 feet from the front lot line, with the exception of lots which are located on the North side of Crawford Avenue where the minimum set back line shall be not less than 20 feet, and with the exception of lots fronting on Gramercy Avenue and lots fronting on Capistrano Avenue West of Burnham Avenue where the minimum set back line shall be no less than 25 feet. The minimum distance between buildings at the side lot lines of all residential building plots shall be not less than 10 feet, and in no event shall any dwelling be erected within 3 feet of any side Lot line.

(d) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) Said lots shall be occupied by persons of the Caucasian race exclusively, except that this covenant and restriction shall not prevent occupancy thereof by domestic servants of a different race or nationality employed by the owner or tenant thereof.

(f) No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(g) No structure shall be moved onto any lot unless it meets with the approval of Larona Investment Corporation, or if the said Larona Investment Corporation is no longer in existence then such structure shall conform to and be in harmony with existing structures in the addition.

(h) No building shall be erected on any lot until the design and location thereof have been approved in writing by the said Larona Investment Corporation, or a committee appointed by said Larona Investment Corporation or elected by a majority of the owners of lots in said Addition. However, in the event the said Larona Investment Corporation or said committee is not then in existence or fails to approve or disapprove such design and location within thirty days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures on the tract. In any case either with or without the approval of the said Larona Investment Corporation or said committee, no dwelling costing less than the following schedule shall be permitted on any lot, and the minimum ground floor square foot area of dwelling shall be as follows:

On all lots from 78 to 107, both inclusive, the minimum cost of the dwelling on each lot shall not be less than $5000.00 and the ground

square foot area thereof shall not be less than 700 square feet in the case of a one-story structure, nor less than 500 square feet in the case of a one-and-one-half or two story structure.

On all lots from 174 to 191, both inclusive, and 198 to 215, both inclusive, the minimum cost of the dwelling on each lot shall not be less than $4000.00 and the ground square foot area thereof shall not be less than 600 square feet in the case of a one-story structure, nor less than 450 square feet in the case of a one-and-one-half or two story structure.

On all other residential building plots in said Addition the minimum cost of the dwelling on each lot shall not be less than $4500.00 and the ground square foot area thereof shall not be less than 650 square feet in the case of a one-story structure, nor less than 480 square feet in the case of a one-and-one-half or two story structure.

(i) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(j) These 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 and to any of the lots now owned by the undersigned or any part thereof until June 30, 1975, at which time said covenants and conditions herein contained, or any portion thereof, may be extended for a further ten year period, and for successive ten year periods thereafter upon the written approval or agreement of the owners of two-thirds of the lots in said addition.

(k) If any of the covenants or restrictions hereinabove set forth are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

(l) If subsequent purchasers of any of the lots now owned by

the undersigned shall violate or attempt to violate any of the foregoing covenants and restrictions while the same are still in force and effect, it shall be lawful for any person or persons owning any other lots in said Addition to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing, or to recover damages or dues for such violation.

Provided, however, that since certain of the lots in said Addition the title to which appears of record in the name of the undersigned, The Commerce Guardian Bank, as Trustee, have in fact been sold under Land Contract by the undersigned or its predecessors in title, by the terms of which contracts the purchasers are entitled to have such lots conveyed to them by the undersigned, subject only to the restrictions referred to in Paragraph 1 above, it is, therefore, to be understood, anything else in this declaration to the contrary notwithstanding, that the undersigned does not hereby covenant and agree to convey the lots so sold to said contract purchasers or their assigns subject to any restrictions other than those referred to in said Paragraph 1, and that the conveyances to said contract purchasers, or their assigns, will be subject to the restrictions referred to in sub-paragraphs (a) to (l) in Paragraph 2 above only by and with the consent of said contract purchasers.

It is covenanted and agreed further that the owners of any lots in said Addition not now owned by the undersigned, who shall hereafter agree, by instruments executed under the formalities required by this state for the execution of deeds for real estate, that the lots so owned by them shall be held by them and their successors in title subject to the restrictions referred to in sub-paragraphs (a) to (l) of Paragraph 2, shall thereby become entitled to all of the benefits of said restrictions, including the right to enforce said restrictions against all other owners of lots bound thereby.

It is further covenanted and agreed by the undersigned, The Commerce Guardian Bank, as Trustee, for the benefit of all subsequent purchasers from it of lots in said Addition, and their heirs and assigns, and for the benefit of all owners of lots in said Addition who hereafter shall enter into the undertaking described in the next preceding paragraph, that the undersigned will sell and/or convey the lands embraced within Lots 119 to 123, both inclusive; Lots 124 to 132, both inclusive; Lots 133 to 137, both inclusive, Lots 142 to 146, both inclusive; Lots 170 to 173, both inclusive; Lots 174 to 182, both inclusive; Lots 183 to 191, both inclusive; Lots 197 to 206, both inclusive; Lots 207 to 215, both inclusive; Lots 216 to 220, both inclusive; Lots 225 to 231, both inclusive; Lots 233 to 240, both inclusive; and Lots 241 to 247, both inclusive, in units as hereinafter described, towit:

(Here follows the description of property other than the premises in question.)

In Witness Whereof, The Commerce Guardian Bank, Trustee, has caused this declaration of restrictions to be executed by B.E. Emery, its Vice President and Trust Officer, and H.P. Caves, its Secretary, this 20th day of April, 1939, and its corporate seal to be hereto affixed.

(Corporate Seal).(Signed) The Commerce Guardian Bank, Trustee.

Signed, sealed, acknowledged and delivered in the presence of. By B.E. Emery, Vice President and Trust Officer.

H.P. Caves, Secretary.

N.A. Betz.

M. Rathsack.

State of Ohio)
(SS.
County of Lucas)

Before me, a Notary Public, in and for said county, personally appeared B.E. Emery, Vice President and Trust Officer, and H.P. Caves,

Secretary, of The Commerce Guardian Bank, Trustee, a corporation, and executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President and Trust Officer and Secretary, on behalf of said corporation as Trustee, and that said instrument is their free act and deed as such Vice President and Trust Officer, and Secretary, and the free and corporate act and deed of the said The Commerce Guardian Bank, Trustee.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Toledo, Ohio, this 20th day of April, 1939.

(seal) John T. Huss, Notary Public, Lucas County, Ohio.

Received for record April 21, 1939 at 11:15 A.M. and recorded in Volume 983 of Deeds, page 313.