BAY BREEZE ADDITION

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ADOPTION OF BAY BREEZE ADDITION, WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO, AND DECLARATION OF RESTRICTIONS THEREFOR.

1. WHEREAS, Robert E. Kuhn, and Helen M. Kuhn, husband and wife, and Norman Katcher and Clara W. Katcher, husband and wife, are the owners in fee simple of all the property described as follows:

   That part of the northeast 1/4 of the southeast 1/4 of Section 17, Town 9 South, Range 8 East, in Washington Township, Lucas County, Ohio, bounded and described as follows:

   Commencing 632.54 feet west from the east 1/4 corner of said Section 17; thence south no degrees, 16 minutes West, 340.95 feet; thence north 89 degrees, 43 minutes West, 262.90 feet; thence north no degrees, 16 minutes
East, 339.65 feet; thence east 262.90 feet to the point of beginning; to be sub-divided, per recorded plat, and known as Lots 51-53-53-54-55 and Lot "A" in Bay Breeze Addition, Washington Township, Lucas County, Ohio.

WHEREAS, the said owners desire to make known the restrictions, conditions, covenants, and agreements, subject to which all of the said property described hereon is now owned by them, and subject to which the same is to be conveyed by them, respectively.

NOW, THEREFORE, we hereby adopt this subdivision as shown and dedicated for public use the ways thereon shown, except that part thereof that is designated as buffer Lot A, which buffer Lot is dedicated conditionally until a part of the adjoining land is dedicated for the purpose of extending the public ways thereon shown. We hereby reserve for ourselves, our successors and assigns the right to use and permit the use of a strip of land 5 feet in width, along the rear of each lot and a strip of land 5 feet in width, along the side of each of several lots, as shown by recorded plat thereon, for the construction and maintenance of public or quasi-public utilities or functions. The restrictions hereinafter contained are hereby adopted pursuant to a general plan for the better and uniform improvement and development of BAY BREEZE ADDITION and for the benefit and protection of all persons who may hereinafter become owners of lots therein.

In consideration of the mutual execution hereof and the enhancement of value of said property to the respective owners thereof, and to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designated, the said owners hereby declare that said real estate is held by them, and shall be conveyed by them subject to
all the restrictions, conditions, covenants and agreements hereinafter set forth.

1. Said lots shall be used for residence purposes only. Not more than one residence shall be built upon any one lot.

2. There shall be designated upon the lots shown thereon a building line. No building or any part thereof shall be erected or maintained closer to any street than the building line so marked and designed on recorded plat thereon; provided, however, that unenclosed porches may not extend any more than ten feet beyond said building line. A minimum free space of five feet shall be maintained from each lot side line.

3. No building, fence, wall, sign, or other structure shall be erected, placed, maintained or suffered to remain on said premises unless and until the plans and specifications shall be submitted, approved and endorsed thereon in writing on said plans, by the Bay Breeze Building Committee, its successors or assigns; composed of Robert E. Kuhn and Norman Katcher, 2838-123rd Street, Toledo, Ohio; when all lots in the Bay Breeze Subdivision have been sold and dwelling houses erected on all lots in said addition; this restriction and covenant shall be null and void, of no force and effect and the Bay Breeze Building Committee composed of Robert E. Kuhn and Norman Katcher, its successors or assigns, shall be dissolved.

4. There shall be permitted only one cut building on the premises; a garage, which shall be of a minimum size of 14 feet by 20 feet in dimensions, with side walls to be of masonry, brick, concrete, or cinder block construction, with garage roof to conform in shape to the house roofs on the said property.
5. No chickens or other fowl or live stock of any kind, running on the land, shall be kept or harbored on the land hereby conveyed; there shall be permitted only two domestic animals on the land.

6. No fence or wall of any kind or for any purpose, shall be erected, placed or suffered to remain upon said premises and land nearer than the front building line hereinbefore established; no fence of wall shall exceed 4 feet in height and shall be of such material, construction which shall architecturally conform to the house and garage on the land.

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

8. The several covenants and agreements hereinbefore contained in Paragraphs #1 to #7 inclusive, shall run with the land hereby conveyed and shall be binding upon the grantees, their heirs, successors assigns, executors, administrators, until the 1st. day of January, 1984.

IN WITNESS WHEREOF, the said Robert E. Kuhn, Helen M. Kuhn, Norman Katcher, and Clara W. Katcher, have heretounto set their hands this 12th day of September, in the year 1958.

Signed by Robert E. Kuhn, Helen M. Kuhn, Norman Katcher and Clara W. Katcher.

Two witnesses.

Acknowledged September 12, 1958 by above named in Lucas County, Ohio, before a Notary Public, State of Ohio (Seal).

Received for record September 19, 1958 at 1:36 P.M., and recorded in Volume 1901 of Mortgages, page 560.