BELVOIR HEIGHTS EXTENSION

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DECLARATION OF RESTRICTIONS

BELVOIR HEIGHTS EXTENSION, TOLEDO, OHIO

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in the City of Toledo, Lucas County, Ohio, to wit:

Lots 35 through 38, both inclusive, in Belvoir Heights Extension, an addition in the City of Toledo, Lucas County, Ohio.

are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of real estate.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said real estate and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Belvoir Heights Extension should be bound by the following restrictions and hereafter shall be conveyed subject to them:

These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until January 1st 1985, at which time said restrictions and covenants shall be automatically extended for successive periods of 10 years each, unless and until such time, within a period of 6 months immediately preceding the expiration of the original term of said restrictions or any successive term, the then owners of a majority of said lots shall have elected in writing to
change, in whole or in part, or to terminate those restrictions, and shall have placed said election of record. Also, these covenants and restrictions may be changed in whole or in part at any time by a majority vote of the property owners in Belvoir Heights Extension. For this purpose, each property owner is to have one vote for each 1000 square feet of land owned. No change in these restrictions shall be binding on any property owner in said Belvoir Heights Extension until they have been placed of public record.

No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by at least a majority of a Property Committee consisting of Donald G. Huebner, Natalie G. Huebner and Ralph J. Ball, or by Douglas Development Co. In the event of the resignation, death or failure to act by any committee member, the remaining member or members shall have the power to appoint his successor. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the committee shall have the right to take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading, and the location of the buildings conform and are harmonious with the existing buildings in said flat and surrounding territory. In the event
such committee shall fail to approve or disapprove such plans, specifications and grading plans within 30 days after the same have been submitted to it, then such approval will not be required, provided however, the design of the structure, size, construction and its location on the building site conforms to and is in harmony with existing buildings in Belvoir Heights Extension and the restrictions contained therein. The members of the committee shall not be entitled to any compensation. After Douglas Development Co., its successors or assigns, has sold one-hundred per cent of the lots in said Belvoir Heights Extension, a committee shall be appointed by Douglas Development Co. representing a majority of the owners of the lots or building sites in said Belvoir Heights Extension which shall then pass on these matters. This committee shall serve indefinitely and changes in its personnel may be made as provided for in the original committee set-up. Upon the election of this committee, a written instrument setting forth the names and addresses of the persons serving on such committee shall be recorded in the Recorder's office of Lucas County, Ohio.

The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Douglas Development Co., its successors, legal representatives, and assigns, and any other lot owners, their heirs, legal representatives, and assigns, having lots or building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.
In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots 35 through 38, both inclusive, in Belvoir Heights Extension, an addition in the City of Toledo, Lucas County, Ohio.

The undersigned, as owners, hereby declares and establishes the foregoing restrictions and covenants and executes the same at Toledo, Ohio, this 21st day of March, 1963.

Signed by William Kilgus; Bertha Kilgus; Douglas Development Co., by Donald G. Huebner, its President and by Natalie G. Huebner, its Secretary.

Two witnesses.

Acknowledged March 21, 1963 by the above named parties before a Notary Public, Lucas County, Ohio (Seal).

Received for record April 10, 1963 at 10:19 A.M., and recorded in Volume 2073 of Mortgages, page 227.

RESTRICTIONS ON USE OF PROPERTY

WHEREAS, the undersigned is the owner of the following described premises, hereinafter referred to as "Parcel I", to wit:

Lot number fifty-two (52) in the Replat of Lots thirty-seven (37) and thirty-eight (38), BELVOIR HEIGHTS EXTENSION, a Subdivision in the City of Toledo, Lucas County, Ohio, excepting therefrom the following described parcel of land, to wit: Beginning at the southeast corner
of said lot fifty-two (52), thence Northerly on the East line of said Lot fifty-two (52) a distance of two hundred twenty-nine and ninety-five hundredths (229.95) feet to a point; thence Westerly, parallel to the South line of said Lot fifty-two (52), a distance of one hundred fifteen and no hundredths (115.00) feet to a point, thence Southerly on a line parallel to the East line of said Lot fifty-two (52) a distance of two hundred twenty-nine and ninety-five hundredths (229.95) feet to a point on the South line of said Lot fifty-two (52); thence Easterly on the South line of said Lot fifty-two (52), a distance of one hundred fifteen and no hundredths (115.00) feet to the place of beginning.

WHEREAS, the undersigned has sold and conveyed, of even date herewith to June N. Edmunds, the following described premises hereinafter referred to as "Parcel II", to wit:

That part of Lot number fifty-two (52) in the Replat of Lots thirty-seven (37) and thirty-eight (38), Belvoir Heights Extension, a Subdivision in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Beginning at the Southeast corner of said Lot fifty-two (52); thence Northerly on the East line of said Lot fifty-two (52) a distance of two hundred twenty-nine and ninety-five hundredths (229.95) feet to a point; thence Westerly, parallel to the South line of said Lot Number fifty-two (52), a distance of one hundred fifteen and no hundredths (115.00) feet to a point, thence Southerly on a line parallel to the East line of said Lot fifty-two (52) a distance of two hundred twenty-nine and ninety-five hundredths (229.95) feet to a point on the South line of said Lot fifty-two (52); thence Easterly on the South line of said Lot fifty-two (52), a distance of one hundred fifteen and no hundredths (115.00) feet, to the place of beginning.

WHEREAS, the said June N. Edmunds was unwilling to purchase Parcel II from the undersigned unless the undersigned was willing to agree to certain restrictions as to the use of Parcel I.
NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received by the undersigned, receipt of which is hereby acknowledged, for itself, its successors and assigns, does hereby agree as follows:

Above described Parcel I shall not be used, directly or indirectly, at any time hereafter for the operation of a restaurant or a drive-in restaurant specializing in the sale of roast beef or roast beef sandwiches, during such period of time that above described Parcel II, or any part thereof, is used for the operation of a restaurant, or drive-in restaurant, specializing in the sale of roast beef or roast beef sandwiches.

The covenants and agreements contained herein shall run with said land, and shall be binding upon the undersigned, its successors and assigns.

Executed this 12th day of November, 1965.

THE OHIO CITIZENS TRUST COMPANY, Trustee

By: William S. Miller, Vice President
George A. Picknell, Assistant Secretary

Two witnesses.

Acknowledged November 12, 1965 by said Corporation, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record November 16, 1965 at 1:56 P.M., and recorded in Volume 2167 of Mortgages, page 370.

NOTE: Mortgage of even date herewith has since been released of record.