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.
A Declaration of Restrictions imposed upon said premises was received for record January 15, 1957 under Recorder's File No. 200967 and recorded in Volume 1828 of Mortgages, pages 149 to 152 inclusive, but same was cancelled and superseded by Declaration of Restrictions recorded in Volume 1866 of Mortgages, page 604.

Said Declaration of Restrictions recorded in Volume 1866 of Mortgages, page 604 was thereafter cancelled and superseded by Declaration of Restrictions set forth below.

____________________________
AMENDMENT OF DECLARATION OF RESTRICTIONS

PART A: PREMABLE

WHEREAS, ARKAY DEVELOPMENT COMPANY, owns in fee simple the following described lots in a subdivision known as Benalex Heights, First Extension, described as follows, to wit:

Lots numbered 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, and 61 inclusive, and Lot A in BENALEX HEIGHTS, FIRST EXTENSION, a Subdivision in Washington Township, Lucas County, Ohio, and recorded in Volume 58 Record of Plats, page 12 on the records of the Recorder of Lucas County, Ohio;

and ZACHRICH BROS., INC., own the following described lot in said subdivision, to wit:

Lot number 58 in BENALEX HEIGHTS, FIRST EXTENSION, a Subdivision in Washington Township, Lucas County, Ohio;

and NORRIS H. SPIESS and NANCY C. SPIESS own the following described lot in said subdivision, to wit:

Lot number 60 in BENALEX HEIGHTS, FIRST EXTENSION, a subdivision in Washington Township, Lucas County, Ohio;

and that ARKAY DEVELOPMENT COMPANY, ZACHRICH BROS., INC., and NORRIS H. SPIESS and NANCY C. SPIESS are hereinafter called the Owners.

WHEREAS, on the 15th day of January, 1957, a Declaration of Restrictions were filed for record in the Recorder's Office of Lucas County, Ohio, and numbered 200967 and recorded in Volume 1826, pages 149, 150, 151 and 152 of Mortgages, on the records of said County; and on the 26th day of October, 1957, a Declaration of Restrictions were filed in the Recorder's Office of Lucas County, Ohio, and numbered 224956, and recorded in Volume 1866, pages 604, 605, 606 and 607 of Mortgages, on the records of said County; and it is now the desire to cancel and nullify all of said Declarations of Restrictions heretofore referred to and to declare in their stead the restrictions herein contained.

WHEREAS, the said owners desire to make known the restrictions, conditions, covenants, and agreements subject to which all of
the said property hereinbefore described, is now owned by them, and subject to which the lots aforesaid are to be conveyed by it.

NOW, THEREFORE, the restrictions hereinbefore contained are hereby adopted pursuant to a general plan for the better and uniform improvement and development of BENALEX HEIGHTS, FIRST EXTENSION, and for the benefit and protection of all persons who may hereafter become owners of lots therein. In consideration of the mutual execution hereof and the enhancement of value of said property due and ample protection in the uses and occupancies thereof for the purpose for which it is designed, 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.

PART B: AREA OF APPLICATION

B-1. Lot "A" is dedicated to public use as soon as BENALEX DRIVE is extended west.

B-2. The owners reserve for themselves, their heirs 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 for the construction and maintenance of public or quasi-public utilities or functions.

B-3. The residential area covenants in Part C in their entirety shall apply to lots numbered 37 to 61, inclusive.

PART C: RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. Said lots 37 to 61, inclusive, shall be used only for residential purposes and for no other purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height, or a split level or tri-level dwelling, and an attached garage or carport for not more than 2 cars. However, a one story garden or tool house of architectural design to match dwelling on said lot may be constructed on each lot of not more than 100 square feet of floor area for each garden or tool house.

C-2. ARCHITECTURAL CONTROL. 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 the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures as to the construction of dwellings one story in height or split-level or tri-level dwellings, and as to 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 the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.
C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $12,000.00 based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure of one story dwellings, and the total living area of split-level and tri-level dwellings, exclusive of one-story open porches and garages, utility and storage rooms, shall be not less than 1,000 square feet for each dwelling.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

PART D: ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of E. FOREST RUHLIN, 3443 Woodley Court, Toledo, Ohio; JOHN C. KUERN, 2367 Townley Road, Toledo, Ohio; and MORTON NEILL, 2533 Orkney Drive, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will
not be required and the related covenants shall be deemed to have been duly complied with.

PART E: GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant to either restrain violation or to recover damages.

E-3. SEVERABILITY. 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.

PART F: ATTEST AND WAIVER OF DOWER

F-1. IN CONSIDERATION WHEREOF, ARKAY DEVELOPMENT COMPANY, ZACHRICH BROS., INC., and NORRIS H. SPIESS, unmarried, and NANCY C. SPIESS, husband and wife, do hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 29 day of November, 1957.

The Declaration of Restrictions heretofore filed in the Recorder's Office of Lucas County, Ohio, on January 15, 1957, numbered 200957 and recorded in Volume 1828, pages 149, 150, 151 and 152 of Mortgages, and the Declaration of Restrictions filed in the Recorder's Office of Lucas County, Ohio, on the 24th day of October, 1957, and recorded in Volume 1866, pages 604, 605, 606 and 607; are hereby cancelled, nullified and voided, and the declaration contained herein are declared in their stead.

IN WITNESS WHEREOF, the said NORRIS H. SPIESS and NANCY C. SPIESS have heretounto set their hands; and ARKAY DEVELOPMENT COMPANY has caused its corporate name to be subscribed to these presents by E. FOREST RUTHLEY, its vice-president and MORTON NEIFF, its secretary, and ZACHRICH BROS., INC., has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its president, WALTER J. ZACHRICH, JR., and by its secretary, WAYNE H. ZACHRICH; this 29 day of November, 1957.
Two witnesses.

Signed: Norris H. Spiess
       Nancy C. Spiess

ARKAY DEVELOPMENT COMPANY
   By: E. Forest Ruibley,
       Vice-President
   By: Morton Neipp,
       Secretary

ZACHRICH BROS., INC.
   By: Walter J. Zachrich,
       President
   By: Wayne H. Zachrich,
       Secretary
       (with corporate seal)

Two witnesses.

Acknowledged by Norris H. Spiess and Nancy C. Spiess,
before a Notary Public, Lucas County, Ohio (seal).

Acknowledged November 29, 1957 by Arkay Development Company,
by said Officers, by authority of its Board of Directors, before a
Notary Public, Lucas County, Ohio (seal).

Acknowledged November 29, 1957 by Zachrich Bros., Inc.,
by said Officers, by authority of its Board of Directors, before a
Notary Public, Lucas County, Ohio (seal).

Received for record November 29, 1957 and recorded in
Volume 1870 of Mortgages, page 544.