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.
DECLARATION OF RESTRICTIONS

PART A: PREAMBLE

WHEREAS, ARKAY DEVELOPMENT COMPANY, an Ohio corporation, and CECIL M. LAMB and ALDA J. LAMB, husband and wife, and WAYNE H. ZACHRICH and RITA J. ZACHRICH, husband and wife, hereinafter referred to as the owners, own in fee simple a Subdivision known as the BENAUL IX HEIGHTS, THIRD EXTENSION, described as follows, to-wit:

Lots numbered 89 to 116 inclusive in BENAUL IX HEIGHTS, THIRD EXTENSION, a Subdivision in Washington Township, Lucas County, Ohio; and recorded in Volume 58, Page 32 of Plats on the records of the Recorder, 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 heretofore described, is now owned by them, and subject to which the lots aforesaid are to be conveyed by them.

NOW, THEREFORE, the restrictions hereinafter contained are hereby adopted pursuant to a general plan for the better and uniform improvement and development of BENAUL IX HEIGHTS, THIRD 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. The owners reserve for themselves, their 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 for the construction and maintenance of public or quasi-public utilities or functions.

B-2. The residential area covenants in Part C in their entirety shall apply to lots numbered 89 to 116 inclusive.
PART C: RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. Said lots 89 to 116 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 for not more than 2 cars.

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 ENY FOREST RUSHLEY, 3413 Woodley Court, Toledo, Ohio; JOHN E. KUERTEN, 2367 Townley Road, Toledo, Ohio; and MORTON MEFFERT, 3600 West Bancroft Street, 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 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.

PART F: ATTEST

F-1. IN CONSIDERATION WHEREOF, ARKAY DEVELOPMENT COMPANY and CECIL M. LAMB and AILDA J. LAMB, WAYNE H. ZACHRICH and RITA J. ZACHRICH, do hereby declare and establish the foregoing restrictions and covenants and executes the same at Toledo, Ohio, this 17th day of August, 1960.
IN WITNESS WHEREOF, the said ARKAY DEVELOPMENT COMPANY has caused its corporate name to be subscribed to these presents by E. FOREST RUIHLEY, its Vice-President, and MORTON NEIPPP, its Secretary, and CECIL M. LAMB, and ALDA J. LAMB, WAYNE H. ZACHRICH and RITA J. ZACHRICH have hereunto set their hands, this 17th day of August, 1960.

Signed by Arkay Development Company by E. Forest Ruihley, Vice-President and Morton Neipp, Secretary, by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged August 17, 1960 by Cecil M. Lamb and Alda J. Lamb before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged August 17, 1960 by Wayne H. Zachrich and Rita J. Zachrich before a Notary Public, Lucas County, Ohio (Seal).

Received for record August 18, 1960 at 11:11 A.M., and recorded in Volume 1980 of Mortgages, page 587.
A. On August 18, 1960 at 11:11 A.M., and recorded in Volume 1980 of Mortgages, page 587, there was filed in the Recorder's Office, a Declaration of Restrictions, concerning the use and occupancy of lots numbered 89 to 116 inclusive in Benalex Heights Third Extension, a Subdivision in Washington Township, Lucas County, Ohio.

B. AMENDED DECLARATION OF RESTRICTIONS

PART A: PREAMBLE

WHEREAS, ARKAY DEVELOPMENT COMPANY, an Ohio corporation, and CECIL M. LAMB and ALDA J. LAMB, husband and wife, and WAYNE H. ZACHRICH and RITA J. ZACHRICH, husband and wife, own in fee simple the following described lots in a subdivision known as Benalex Heights, Third Extension, to wit:

Lots numbered 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114 and 115 in BENALEX HEIGHTS, THIRD EXTENSION, a Subdivision in Washington Township, Lucas County, Ohio; and recorded in Volume 98, page 32 of Plats on the records of the Recorder, Lucas County, Ohio; and KENNETH C. GORFFERT and LOIS L. GORFFERT, husband and wife, own the following described lot in said subdivision, to wit:

Lot numbered 89 in BENALEX HEIGHTS, THIRD EXTENSION, a Subdivision in Washington Township, Lucas County, Ohio;

and KENNETH H. ECK and EDITH ECK, husband and wife, own the following described lot in said subdivision, to wit:

Lot numbered 115 in BENALEX HEIGHTS, THIRD EXTENSION, a Subdivision in Washington Township, Lucas County, Ohio;

and that ARKAY DEVELOPMENT COMPANY, CECIL M. LAMB and ALDA J. LAMB, WAYNE H. ZACHRICH and RITA J. ZACHRICH, KENNETH C. GORFFERT and LOIS L. GORFFERT, and KENNETH H. ECK and EDITH ECK are hereinafter called the Owners.
WHEREAS, on the 18th day of August, 1960, a Declaration of Restrictions was filed for record in the Recorder's Office of Lucas County, Ohio, and numbered 30735L and recorded in Volume 1980, pages 587, 588, 589, 590 and 591 of Mortgages, on the records of said County, and it is now the desire to cancel and nullify all of said Declaration 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 hereinafter described, is now owned by them, and subject to which the lots aforesaid are to be conveyed by them.

NOW, THEREFORE, the restrictions hereinafter contained are hereby adopted pursuant to a general plan for the better and uniform improvement and development of RENALEX HEIGHTS, THIRD 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. The owners reserve for themselves, their 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 for the construction and maintenance of public or quasi-public utilities or functions.

B-2. The residential area covenants in Part C in their entirety shall apply lots numbered 89 to 101 inclusive, and Lots numbered 104 to 116 inclusive.
PART C: RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. Said lots 89 to 101 inclusive, and lots 102 to 116 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 lots 89 to 97 inclusive, and lots 108 to 116 inclusive, 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 for not more than 2 cars. No building shall be erected, altered, placed, or permitted to remain on lots 98 to 101 inclusive and lots 102 to 107 inclusive, other than one detached single-family or two-family residential dwelling not to exceed one story in height, and an attached garage for not more than 2 cars.

Said lots 102 and 103 may be used either for residential or commercial purposes. In the event that the said lots are used for residential purposes, the residential area covenants as applicable to lots 98 to 101, inclusive, and lots 102 to 107 inclusive, shall apply.

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 topograph 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 herein stated 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 6 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 out-building 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 Rathley, 3343 Woodley Court, Toledo, Ohio; John C. Kuerten, 2367 Townley Road, Toledo, Ohio, and Morton Neipp, 3600 West Bancroft Street, 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 representatives, 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.

PART F: ATTEST

F-1. IN CONSIDERATION WHEREOF, ARKAY DEVELOPMENT COMPANY, and CECIL M. LAMB and ALDA J. LAMB, WAYNE H. ZACHRICH and RITA J. ZACHRICH, KENNETH C. GOREFFERT and LOIS L. GOREFFERT, and KENNETH H. ECK and EDITH ECK, do hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 16th day of November, 1960.

IN WITNESS WHEREOF, the said ARKAY DEVELOPMENT COMPANY has caused its corporate name to be subscribed to these presents by E. Forest Ruhlley, its Vice-President, and Morton Maipp, its Secretary, and CECIL M. LAMB, ALDA J. LAMB, WAYNE H. ZACHRICH, RITA J. ZACHRICH, KENNETH C. GOREFFERT, LOIS L. GOREFFERT, KENNETH H. ECK and EDITH ECK have hereunto set their hands this 16th day of November, 1960.
Signed by ARKAY DEVELOPMENT COMPANY by E. Forest Ruahley, Vice-President, Morton Naipp, Secretary, and by Cecil M. Lamb, Alma J. Lamb, Wayne H. Zachrich, Rita J. Zachrich, Kenneth C. Goepfert, Lois L. Goepfert, Kenneth H. Eck and Edith Eck.

Ten witnesses, two as to each signature.

Acknowledged November 16, 1960 by all of the above named parties before a Notary Public, Lucas County, Ohio (Seal).

Received for record November 16, 1960 at 1:29 P.M., and recorded in Volume 1992 of Mortgages, page 51.