BENALEX
HEIGHTS 4TH
EXTENSION

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DECLARATION OF RESTRICTIONS

PART A: PREAMBLE

WHEREAS, THE TITLE GUARANTEE & TRUST COMPANY, Trustee, and MEREDITH P. PRICE, JR. and DELPHINE R. PRICE, husband and wife, herein-after referred to as the Owners, own in fee simple a subdivision known as the BENALEX HEIGHTS, FOURTH EXTENSION, described as follows, to-wit:

Lots numbered one hundred thirty-one (131), one hundred thirty-two (132), one hundred thirty-three (133), one hundred thirty-four (134), one hundred thirty-five (135), one hundred thirty-six (136), one hundred thirty-seven (137), one hundred thirty-eight (138), one hundred thirty-nine (139), one hundred forty (140), one hundred forty-one (141), one hundred forty-two (142), one hundred forty-three (143), one hundred forty-four (144), one hundred forty-five (145), and one hundred forty-six (146), Lots "A" and "B", and Lots numbered one hundred forty-seven (147), one hundred forty-eight (148), one hundred forty-nine (149), one hundred fifty (150), one hundred fifty-one (151), one hundred fifty-two (152), one hundred fifty-three (153), one hundred fifty-four (154), one hundred fifty-five (155), one hundred fifty-six (156), one hundred fifty-seven (157), one hundred fifty-eight (158), one hundred fifty-nine (159), one hundred sixty (160) in BENALEX HEIGHTS, FOURTH EXTENSION, a SUBDIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO,

and recorded in Volume 60 Record of Plats, page 49 on the records of the Recorder of Lucas County, Ohio; said The Title Guarantee & Trust Company, Trustee owns the undivided interest in said lots 131 to 135 inclusive and 137 to 160 inclusive.

Meredith P. Price, Jr. and Delphine R. Price own the undivided interest in said lot 136; and,

WHEREAS, the said Owners desire to make known the restrictions, conditions, covenants and agreements subject to which all of the said property hereinafore 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 BENALEX HEIGHTS, FOURTH EXTENSION, and for the benefit 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 use 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 it, subject to all the restrictions, conditions, covenants and agreements hereinafter set forth.

PART B: AREA OF APPLICATION

B-1. The Owner reserves for itself, its successors and assigns, the right to use and permit the use of a strip of land five (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. Lot "A" is dedicated to public use as soon as Celesta Drive is extended East.

B-3. Lot "B" is dedicated to public use as soon as Holly Glenn is extended North.

B-4. The residential area covenants in Part C hereof in their entirety shall apply to lots numbered one hundred thirty-one (131) to one hundred forty-four (144) inclusive and lots numbered one hundred forty-seven (147) to one hundred sixty (160) inclusive.

B-5. Lots numbered one hundred forty-five (145), and one hundred forty-six (146) shall be used for commercial purposes.

PART C: RESIDENTIAL AREA COVENANTS

C-1. Land Use and Building Type. Said lots numbered one hundred thirty-one (131) to one hundred forty-one (141) inclusive, and lots numbered one hundred fifty (150) to one hundred sixty (160) inclusive, shall be used for residential purposes and for no other purpose. No building shall be erected, altered, placed or permitted to remain on lots numbered one hundred thirty-one (131) to one hundred forty-one (141) inclusive, and lots numbered one hundred fifty (150) to one hundred sixty (160) inclusive, other than one detached single family residence, ranch type, a story and one-half type, split-level or tri-level type with overall height for the type chosen not exceeding twenty-one feet six inches (21'6") from first floor line to high point of the ridge of the main roof. Finish grade at front entrance shall not be more than twenty-seven inches (27") below finish first floor line.

The garage, not more than two (2) car capacity, must be attached for any of the above optional building types.

The outside wall plate line from which the roof rafters spring shall not be over one foot six inches (1'6") from second floor (finish) line for the story and one-half type.

Said lots numbered one hundred forty-two (142) to one hundred forty-four (144) inclusive, and lots numbered one hundred forty-seven (147) to one hundred forty-nine (149) inclusive, shall be used only for residential purposes and for no other purposes, and no building shall be erected, altered, placed or permitted to remain on any of these said lots other than one detached single family or a two family residential dwelling with attached garage.

All restrictions set forth hereinabove for single family residences shall apply with equal force to two-family occupancies where applicable.

C-2. Architectural Control. No building shall be erected, placed or allowed 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

C-3. Dwelling Cost, Quality and Size. No dwelling shall be
permitted on a lot at a cost of less than $18,000.00 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 and better than that 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 one-story dwelling and the total living area of the split level and tri-level dwellings, exclusive of one-story open porches and garages, shall be not less than 1,050 square feet for each single 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 set-back lines shown on the recorded plat or as required by City building restrictions. No building shall be located nearer than ten per cent (10%) of lot width to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of the 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.

- Storage of trucks, house trailers, boats or other equipment shall not be permitted except within the confines of the garage.

C-6. **Separate Buildings.** Separate buildings will not be permitted on any lot or any part of the lot except a garden tool storage structure will be permitted with maximum of one hundred (100) square feet of floor area. Such tool storage structure must be approved by the Architectural Control Committee.

C-7. **Fences.** No fence shall be constructed beyond the front (or side at corner lots) set-back lines. No barbed wire may be utilized as a part of any fencing.

C-8. **Temporary Structures.** No temporary structures of any kind will be approved by the Architectural Control Committee; accordingly, no such structure can be built on any lot.

C-9. **Completion of Structures.** Any residence, either one or two family, must be substantially completed within eight months from the date of building permit or the starting of work at the site.

**PART D: ARCHITECTURAL CONTROL COMMITTEE**

D-1. **Membership.** The Architectural Control Committee is composed of E. FOREST RUTHLEY, 3442 Woodley Court, Toledo, Ohio; JOHN C. KUERTEN, 2367 Townlpy Road, Toledo, Ohio; and MORTON HEINZ, 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 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 thirty (30) days after the 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 ten (10) years unless an instrument signed by a majority of 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, said THE TITLE GUARANTEE & TRUST COMPANY, Trustee, has caused its corporate name to be subscribed to these presents by James D. Irvine, its Vice-President, and A. J. Horak, its Secretary, and said MEREDITH P. PRICE, JR. and DELPHINE R. PRICE have subscribed their names hereunto, this 27th day of September, 1963.

THE TITLE GUARANTEE & TRUST COMPANY, Trustee

James D. Irvine, Vice-President
A. J. Horak, Secretary

Meredith P. Price, Jr.
Delphine R. Price

Four witnesses, two as to each signature.

Acknowledged September 27, 1963 by the Title Guarantee & Trust Company, Trustee, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).


Received for record September 30, 1963 and recorded in Volume 2092 of Mortgages, page 125.

REMARK: The above Declaration of Restrictions supercedes and amends a Declaration of Restrictions recorded September 18, 1963 in Volume 2090 of Mortgages, page 739.