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, E. FOREST RUTHLEY and JOHN C. KUSKUEN, hereinafter referred to as the owners, own in fee simple a subdivision known as the BENALEX HEIGHTS, described as follows, to-wit:

Lots numbered one (1) to thirty-six (36) inclusive and lots A and B in BENALEX HEIGHTS, a subdivision in Washington Township, Lucas County, Ohio; and recorded in Volume 56, Record of Plats, pages 39 and 40 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 hereinafore described is now owned by it, and subject to which the lots aforesaid are to be conveyed by it.

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, 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 Celeste Drive is extended east to its full width, and Lot "B" is dedicated to public use as soon as Benalex Drive is extended north.

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 six (6) to thirty-one (31) inclusive.

B-4. Lots numbered one (1) to five (5) inclusive and lots numbered thirty-two
(32) to thirty-six (36) inclusive shall be used for retail commercial or residential purposes; and E. Forest Ruhlley and John C. Kuerten or their heirs, administrators, executors, or assigns in their absolute and sole discretion may elect as to whether said lots are to be used for residential or retail commercial purposes; and in the event E. Forest Ruhlley and John C. Kuerten, or their heirs, administrators, executors, or assigns, elect to use the said lots for residential purposes, then the residential area covenants in Part C in their entirety shall apply to said lots.

PART C: RESIDENTIAL AREA COVENANTS:

C-1. LAND USE AND BUILDING TYPE. Said lots six (6) to thirty-one (31) 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 and one-half stories in height, and a private garage for not more than two 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 and external design with existing structures, 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 E.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $22,000.00 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, exclusive of one-story open porches and garages, 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 eight (8) feet 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 purposes of this covenant, eaves, steps and open porches 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 STRUCTURE. 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: BUSINESS AREA COVENANTS:

D-1. In the event lots numbered one (1) to five (5) inclusive and lot numbered thirty-two (32) to thirty-six (36) inclusive are used for retail commercial purposes; the plans, specifications, design, type of structure, workmanship, materials, and location shall be within the complete discretion of E. Forest Rhulhey and John C. Kuerten, or their heirs, administrators, executors or assigns.

PART E: ARCHITECTURAL CONTROL COMMITTEE.

E-1. MEMBERSHIP. The architectural control committee is composed of E. Forest Rhulhey, 3443 Woodley Court, Toledo, Ohio; John C. Kuerten, 2367 Townley Road, Toledo, Ohio; and Morton Neipp, 3750 Heatherdowns Boulevard, 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.

E-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 representatives, fails to approve or disapprove within thirty (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 F: GENERAL PROVISIONS.

F-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 the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

F-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.

F-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 G: ATTEST AND WAIVER OF DOWER.

G-1. IN CONSIDERATION WHEREOF, E. Forest Ruhley and John C. Kuerten, do hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this day of September, 1955.

AND IN CONSIDERATION OF one ($1.00) dollar and other good and valuable consideration, Beatrice M. Ruhley, wife of said E. Forest Ruhley, and Lillian T. Kuerten, wife of John C. Kuerten, do hereby release all right of dower or otherwise, in and to the above granted premises.

IN WITNESS WHEREOF, the said E. Forest Ruhley and Beatrice M. Ruhley, and John C. Kuerten and Lillian T. Kuerten, have hereunto set their hands this 14th day of September, 1955.


Two witnesses.

STATE OF OHIO

) SS.

LUCAS COUNTY

Before me, a Notary Public, in and for Lucas County, Ohio, personally appeared E. Forest Ruhley, Beatrice M. Ruhley, John C. Kuerten and Lillian T. Kuerten, who acknowledged that they did sign the foregoing Declaration of Restrictions and that this
signing of this Declaration of Restrictions is their free act and deed.

James H. Morris,
Notary Public, Lucas
County, Ohio, (Seal).

Received for record September 23, 1955 at 1:55 P.M., and recorded in Volume 1755 of Mortgages, page 496.
AMENDMENT OF DECLARATION OF RESTRICTIONS.

WHEREAS, reference is hereby made to certain Declaration of Restrictions recorded in Volume 1755, pages 496 to 499 inclusive of Mtgs. on the records of Lucas County, Ohio, and described as follows, to-wit:-

Lots numbers one (1) to thirty-six (36) inclusive and Lots A and B in Bonalex Heights, a Subdivision in Washington Township, Lucas County, Ohio; and recorded in Volume 54, Record of Plats, pages 39 and 40 on the Records of the Recorder, Lucas County, Ohio;

WHEREAS, it is the desire of all the owners of the above described premises to amend the Declaration of Restrictions hereinbefore referred to, to permit the construction of a tool house on each lot not to exceed one hundred (100) square feet of floor area; and to amend the Declaration of Restrictions to include open porches as a part of each building in determining building location, rather than to exclude open porches as a part of such buildings in the determining of such building location.

NOW, THEREFORE, in consideration of the mutual execution hereof and the enhancement of the value 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 amend the Declaration of Restrictions and declare that said real estate is held by them subject to such restrictions and covenants hereinbefore described as follows:-

1. All of paragraph C-1 of Part G be and hereby is stricken and to be held for naught, and to be null and void which is as follows:-

C-1. LAND USE AND BUILDING TYPE. Said lots six (6) to thirty-one (31) inclusive shall be used only for residential 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 and one-half stories in height and a private garage for not more than two cars, and insert in lieu thereof, which shall be and hereby is a part of the restrictions, conditions, covenants, and agreements of the Declaration of Restrictions hereinbefore referred to, the following:-

C-2. LAND USE AND BUILDING TYPE. Said Lots six (6) to thirty-one (31) 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 other lot other than one detached single-family dwelling not to exceed one-story in height and an attached garage or carport for not more than two 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 one hundred (100) square feet of floor area for each garden
or tool house.

2. All of paragraph C-4 of part C be and hereby is stricken and to be held
for naught and to be null and void which is as follows:-

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 as shown on the recorded plat. No building shall be located nearer than eight
(8) feet 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 purposes of this covenant,
cavens, steps and open porches shall not be considered as a part of a building, pro-
vided, however, that this shall not be construed to permit any portion of a building,
on a lot, to encroach upon another lot; and insert in lieu thereof which shall be and
hereby is a part of the restrictions, conditions, covenants and agreements of the
Declaration of Restrictions heretofore referred to, the following:-

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 as shown on the recorded plat. No building shall be located nearer than eight (8)
feet 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 purposes of this covenant, cavers,
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.

ATTEST AND WAIVER OF DOWER.

In consideration Whereof, E. Forrest Ruhley and John C. Kuerten and Arkay
Development Company, do hereby declare and establish the foregoing amendment to
restrictions and covenants and execute the same at Toledo, Ohio, this 12th day of March,
1956.

And in Consideration of one ($1.00) Dollar, and other good and valuable con-
ideration, Beatrice M. Ruhley, wife of said E. Forrest Ruhley, and Lillian T. Kuerten,
wife of John C. Kuerten, do hereby release all right of dower or otherwise in and to the
above granted premises.

In Witness Whereof, the said E. Forrest Ruhley and Beatrice M. Ruhley, and
John C. Kuerten and Lillian T. Kuerten, have hereunto set their hands, and the Arkay
Development Company has caused its corporate name to be subscribed by its President and Secretary this 12th day of March, 1956.

Four witnesses, two as to each signature.

E. Forest Ruhsley,
Beatrice M. Ruhsley,
John C. Kuerten,
Lillian T. Kuerten,
Arkay Development Company,
By John C. Kuerten, President,
By Morton Neipp, Secretary.

Received for record March 16, 1956 at 2:20 P.M., and recorded in Volume 1782 of Mortgages, page 1.