BENNETT HEIGHTS

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.
KNOW ALL MEN BY THESE PRESENTS: That The Commercial Savings Bank and Trust Company of Toledo, Ohio, a corporation organized and existing under and by virtue of the laws of the State of Ohio, in consideration of One Dollar ($1.00) only to said by The Roseville Company Toledo, Ohio the receipt whereof is hereby acknowledged, does hereby sell, convey to the said The Roseville Company its successors and assigns forever, the following real estate to wit:


This deed is made and accepted upon the following express conditions, provisions and covenants:

(a) That the premises herein described shall be used for private residence purposes only, and no apartment house, double dwelling house or series of attached houses shall be erected, moved or maintained on said premises herein described

That there shall be only one dwelling house erected or maintained on each lot; and that no building or structure of any kind shall be erected or maintained on said premises other than a single residence designed for the use of one family or a two-story duplex residence for the use of two independent families; provided, a private garage, fu the sole use of the owner of said premises, and to be used exclusively for garage purposes and necessary fences (which fences unless hedges, shall not be over thirty (30) inches in height from the level of the land herein conveyed) may also be provided and maintained.

(b) That the Grantor reserves to itself, and to its successors and assigns, an easement or right in and to the rear four (4) feet of the premises herein described for the purpose of laying down, constructing, erecting, repairing maintaining and otherwise dealing with sewers, drains, water pipes, gas pipes, heating pipes, electric telephone and telegraph wires, poles and conduits and any and all other or similar constructions or utilities, in, over and upon the said four (4) foot strip of land.

(d) That any garage erected or maintained on said premises, as above provided, unless actually made a part of the house on said premises shall be so erected and maintained that the rear line of said garage shall immediately abut upon the aforesaid four (4) foot strip of land so subject to the aforesaid easement of the grantor, but shall in no event be constructed or maintained over or upon the said strip of land. No such detached garage shall be erected or maintained upon a corner lot within twenty (20) feet of the side line of said lot nearest to the side street.

(e) That the main foundation wall of any house erected or maintained on any corner lot on said premises shall set back at least thirty (30) feet from the front or street line of said premises, and at least five (5) feet from the side lot lines, as shown on the re-
corded plat of said Addition.

(a) That the main foundation wall of any house erected or maintained on any interior lot on said premises shall set back at least thirty (30) feet from the front or street line, at least five (5) feet from one interior side lot line and at least eight (8) feet from the other interior side lot line, as shown on the recorded plat of said Addition.

(b) That porches shall not project more than ten (10) feet from the main front foundation wall.

(b) That no house shall be erected, moved, or maintained on said premises costing less than $200 Dollars ($200).

(d) That no wines, liquors, beer, or other intoxicants shall be manufactured or sold on said premises.

This deed is executed and delivered by the Grantor and is accepted by the Grantee subject to any and all reservations as shown on the recorded plat of said BENNET HEIGHTS.

The above covenanted restrictions, agreements and covenants, shall run with the land and bind the Grantee, its successors and assigns, until the first day of May 1932.

TO HAVE AND TO HOLD the same to the said The Commercial Company its successors and assigns, forever, said The Commercial Savings Bank and Trust Company hereby covenanting that the said premises are Free, Clear and Unencumbered, by any act of the Grantor herein.

IN TESTIMONY WHEREOF, said The Commercial Savings Bank and Trust Company has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed to these presents by its President and Secretary this 25th day of January in the year of Our Lord Nineteen Hundred and Twenty-four

Signed, Sealed, Acknowledged and delivered in the presence of

Bertha A. Stever,
L. V. Haraden

THE COMMERICAL SAVINGS BANK
AND TRUST

COMPANY

REMEMBERED, That on the 25th day of January in the year of Our Lord One Thousand Nine Hundred and Twenty-four before me, the subscriber a Notary Public within and for said County personally came The Commercial Savings Bank and Trust Company a corporation by W. M. Yeasting its President and E. Stewart its Secretary who are personally known to me, and known to me to be the President and Secretary respectively of said The Commercial Savings Bank and Trust Company the Grantor in the above conveyance and acknowledged the signing thereof, and the affixing of the corporate seal of said corporation to be their voluntary act and deed, and the voluntary act and deed of said The Commercial Savings Bank and Trust Company for the purposes therein mentioned.

IN TESTIMONY WHEREOF, have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Dudley F. Smith

Notary public, Lucas County, Ohio

Transferred Jan 31, 1924 Geo A. Kratt County Auditor V B

Received for Record Jan 31, 1924 at 1:35 P.M.

Recorded Feb 6, 1924