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

WHEREAS, Donald A. Garner and Eleanor K. Garner, husband and wife; Stephen W. Barber and Clarice S. Barber, husband and wife, and Walter Brimmer and Mary Brimmer, husband and wife, all of Toledo, Ohio, hereinafter called the owners in fee simple of the following described real estate:

Donald A. Garner and
Eleanor K. Garner

Owners in fee simple of lots Number 5 and 6 of Beverly Hills Annex, a Subdivision in the City of Toledo, Lucas County, Ohio.

Stephen W. Barber and
Clarice S. Barber

Owners in fee simple of lots Numbers 3 and 4 in Beverly Hills Annex, a Subdivision in the City of Toledo, Lucas County, Ohio.

Walter Brimmer and
Mary Brimmer

Owners in fee simple of Lots Numbers 7, 8, 9, 10 and 11 in Beverly Hills Annex, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, said Owners desire to establish a general plan for the development of said Beverly Hills Annex, and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said Subdivision, which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said Owners, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns, hereby declare, covenant and stipulate that all lots as numbered above shall hereafter be conveyed by them, their successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument.
1. These covenants and restrictions are to run with the land and shall be binding upon said Owners and all persons claiming under or through them until the 1st day of January, 1975, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by the then owners of a majority of the Lots numbered above it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or Court Order or by act of the owners as provided in (1) above shall in no wise effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. No liquor, whether spirituous, venous or fermented, shall be sold or be allowed to be sold on said premises.

4. Said premises shall not be used or be permitted to be used for any business purposes or purpose, and no noxious, or offensive activity shall be carried on upon any part of said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

5. All of the above numbered lots shall be described as and known as residential Lots and no structure shall be placed on any such residential lot other than one single family dwelling and a private garage of not more than two and one-half car capacity which must be
made an integral part of the main residence structure.

6. All residential structures shall be of the ranch, story and one-half, which may contain dormers, or split-level design, being a minimum of 70% brick and contain a living area, exclusive of garage, of a minimum of 1500 square feet. No outhouse or any other structure shall be constructed or allowed on the premises. All garages must be attached to and be a part of the residential structure.

7. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line or nearer to the side Lot line than the minimum building setback lines shown on the recorded plat or nearer than 8 feet to the side Lot line of any of said Lots. The maximum height of the first floor shall not exceed 22 inches above grade level.

8. No more than one single family dwelling shall be erected on any one Lot but nothing herein contained shall be construed to prevent the purchase of 2 adjoining Lots by a single owner and erection of a single residence on or about the center of the parcel created by the joining of the two Lots.

9. Other than 2 dogs, 2 house cats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said Lots.

10. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

11. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period a building is being erected upon any such lot, building materials, may be stored thereon, however, any building material not incorporated in said building within 90 days after its delivery to such lot shall be removed therefrom. Structures must be completed by
an owner within 6 months of the date of the beginning of construction.

12. No Trash burner, outdoor fireplace or other device expelling gases shall be placed within 20 feet of any line of adjoining Lots.

13. No portion of any Lot between the building line as shown on plat and any road, avenue or street, exclusive of porches, shall be used for any purpose other than that of lawn or shrubbery, and no fence shall be built between the building line and the street line, as shown on the Plat.

14. No ornamental fence, hedge or wall shall exceed four feet in height.

15. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

16. Any tent, housecar, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

17. All transfers and conveyances of the Lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said Donald A. Garner, Eleanor K. Garner, Stephen W. Barber, Clarice S. Barber, Walter Brimmer and Mary Brimmer, have hereunto set their hands this 18th day of April, 1962.

Signed: Donald A. Garner, Eleanor K. Garner, Stephen W. Barber, Clarice S. Barber, Walter Brimmer and Mary Brimmer.

Two witnesses.

Acknowledged April 18, 1962 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record July 31, 1962 at 12:46 P.M., and recorded in Volume 2051 of Mortgages, page 487.