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, Chester R. Bucher and Marjorie A. Bucher (Developers) are the owners of the following described real estate:
Lots numbers 1 to 8 in Bonnybrook Estates, Subdivision in Monclova Township, Lucas County, Ohio;

and

WHEREAS, Developer desires to establish a general plan for the development of said Bonnybrook Estates which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises;

NOW, THEREFORE, the Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the Restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare and stipulate that said lots shall be conveyed by it subject to the following restrictions and conditions which shall run with the land and be incorporated by reference in all deeds conveying interests in Bonnybrook Estates;

1. LAND USE AND BUILDING TYPE. No lot shall be used other than for residential purposes and only one dwelling house for occupancy by a single family may be erected on any lot. Such single family dwelling houses shall be restricted to 1 story, 1-1/2 story buildings and shall include a two or three car attached garage for private use only, which garage shall conform architecturally to the dwelling house. The minimum cost of any dwelling house, based on 1968 building costs, shall be $40,000.00 exclusive of land cost.

2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line that the minimum building set back lines as
shown on the recorded plat. All or some buildings may be located
behind such set back lines shown on recorded plat if the Developer
hereinafter designated deems it desirable. No building shall be
located nearer to the rear lot line than shall be determined by such
Architectural Committee (the Developers). No building shall be
located nearer than 20 feet to any side lot line.

3. ARCHITECTURAL CONTROL. No dwelling house, swimming pool,
fence, hedge, sign, wall grading, planting of any character, or other
structure or facility shall be commenced, erected, or maintained, nor
shall any alteration, addition or change be made on any lot, or to the
buildings located on any lot which affects the exterior appearance
thereof until the plans and specifications therefor, showing, to the
extent applicable, the nature, kind, shape, height, grade materials,
floor plans, driveway location, color scheme, architectural style,
location and approximate cost of such structure or work to be done and
grading plan of the lot to be built upon, showing topographical data
and surface drainage, shall have been submitted to and approved in
writing by the Developer. The Developer shall have the right to refuse
to approve any such plan or specifications or grading plans, which are
not suitable or desirable in its opinion for aesthetic or other
reasons and in so passing upon such plans, specifications and grading
plans, they shall have the right to take into consideration the suita-
bility of the proposed building or other structures and of the materials
with which it is to be built to the site upon which it is proposed to
erect the same, the harmony thereof with the surroundings and the
effect of the building or other structure as planned on the outlook
from the adjacent or neighboring property to which harmonious and
pleasing elevations are to be provided. Any and all tanks must be
buried below ground level. The Developers shall set all house grades. All roofs shall be of gable or hip type construction with minimum pitch of 3" to 12". All garage doors shall be located on the sides of the buildings so as not to face the street.

All Plans and Specifications required to be approved or disapproved by Developer shall be submitted to the Developer at the residence address. The Developer shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

4. BASEMENTS. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. NUISANCES No animal, fowl, or livestock of any kind shall be kept or harbored on any lot in said addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupants of lots in the Subdivision.

6. MISCELLANEOUS RESTRICTIONS

(a) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision.

(b) No office, whether commercial or professional, shall be installed, maintained or operated in any residence in said Subdivision.

(c) No boats, trucks, or trailers shall be stored or parked in the streets, yards or driveways in this Subdivision.

(d) No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in an approved container made for that purpose to be buried or kept in garage or basement. Any unnecessary debris left on any lot during or after the
construction of a dwelling house thereon may be removed by Developer and the owner of such lot shall be liable to Developer for the cost of such removal.

(e) Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or conditions that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

(f) No grantee or successor in title shall subdivide or convey less that the whole of any lot without first obtaining the written consent of Developer.

(g) In all instances where plans and specifications are required to be submitted to and are approved by the Developer, if subsequent thereto there shall be any variance in the actual construction and location of any improvements covered thereby, any such variance shall be deemed a violation of these restrictions.

7. Right to Modify. The Developer may, with the consent of the owners of record of two-thirds (2/3) of the lots in Bonnybrook Estates, annual, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said plat.
8. **DURATION AND RENEWAL.** All the covenants, agreements, easements, reservations and restrictions contained herein shall be in force until January 1, 1991, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless terminated or modified in writing by the then owners of 80% of the lots in the Subdivision. Said termination or modification of these Restrictions to be effective must be recorded prior to the automatic extension date.

IN WITNESS WHEREOF, Chester R. Bucher and Marjorie A. Bucher, owners, have caused this Declaration to be signed by its duly authorized officers, all on the day and year first above written.

Signed by Chester R. Bucher and Marjorie A. Bucher.

Two witnesses.

Acknowledged October 29, 1968 by the above named parties before a Notary Public, Lucas County, Ohio (Seal).

Received for record November 1, 1968 at 9:51 A.M., and recorded in Volume 2267 of Mortgages, page 537.