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.
ARTICLE 5.
DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. OBLIGATION OF OWNERS TO PAY ASSESSMENTS. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the common areas and facilities as set forth in the declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

SECTION 2. PREPARATION OF ESTIMATED BUDGET. Each year on or before December first, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Managers to be necessary for a reserve for contingencies and replacements, and shall on or before December fifteenth notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities as set forth in the declaration. On or before January first of the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay to the Association or as the Board of Managers may direct one-twelfth of the assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Board of Managers shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year, actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any
BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That we, M. G. H. Realty Company, a corporation, Gill Associates, Inc., a corporation, and Albert Marquardt and Ethel Marquardt, husband and wife, and W. C. Gill and Margaret A. Gill, husband and wife, being the owners of all the following described real estate, to-wit:

Lots numbers 21 to 25, both inclusive, Lots 31 to 33, both inclusive, Lots 64 to 77, both inclusive, Lots 111 to 123, both inclusive, Lots numbers 139 to 162, both inclusive, all in BOYDMAR'S SUBDIVISION of lots in VINEYARD ACRES PLAT II, in WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO, as per plat recorded in Volume 41 of Plats, pages 94 and 95.

for a good and valuable consideration, receipt of which is hereby acknowledged, do for ourselves, our heirs, successors and assigns, adopt the following restrictions and covenants, which restrictions and covenants shall run with the above described land.

(1) No lot shall be used except for residential purposes.

No building shall be erected, appointed, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and a private garage for not more than 2 cars.

(2) No dwelling shall be permitted on any lot at a cost of less than $10,000.00 based upon cost levels prevailing on the dates 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 not be less than 800 square feet for a one story dwelling, nor less than 720 square feet for a dwelling of more than one story.

(3) 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. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 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 porch of a building, on a lot to encroach upon another lot.

(4) No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum set back line. Nor shall any dwelling be erected or placed on any lot having an area of less than 4,000 square feet.

(5) Basements for installation and maintenance of utilities and drainage facilities are reserved as shown
on the recorded plat and over the rear 5 feet of each lot.

(6) 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 in the neighborhood.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

(8) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

(9) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(10) Invalidation of anyone 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.

IN WITNESS WHEREOF, we have hereeto set our hands this 31st day of Aug., 1953.
Signed by: M. G. H. REALTY COMPANY
   By W. C. GILL, President
GILL ASSOCIATES, INC.
   By W. C. GILL, President

Albert Marquardt
Ethel Marquardt
W. C. Gill
Margaret A. Gill

Two witnesses. (Corporate seal).

Acknowledged Aug. 31st, 1953 before a Notary Public,
Lucas County, Ohio, (seal):

Received for record September 2, 1953 and recorded
in Volume 1636 of Mortgages, page 114.
KNOW ALL MEN BY THESE PRESENTS: that The Ohio Savings Bank & Trust Co.,
Trustee, an Ohio corporation of Toledo, Ohio, the grantor, for the consideration
of One Dollar ($1.00) and other good and valuable considerations received to
its full satisfaction of James E. Maynard and Laura Maynard, the "grantee," does
hereby give, grant, bargain, sell and convey unto the said grantees, their
heirs and assigns forever, the following described real estate, to wit:
Lot Number Eighty-five (85) in Boydmar's Subdivision of Lots Two (2) to
Thirty-three (33), both inclusive, Thirty-five (35) to Thirty-eight (38), both
inclusive, and Forty (40) to Forty-three (43), both inclusive, in Vineyard Acres
Plat No. 2, a subdivision in Washington Township, Lucas County, Ohio;
TO HAVE AND TO HOLD the above granted and bargained premises with the
appurtenances thereof, unto the said grantees, their heirs and assigns forever,
subject to the following covenants, agreements, easements, restrictions, provi-
sions, conditions and charges:
(a) When and as soon as three-fourths in number of all lots shown on
the plat of Boydmar have been sold by the grantor, either by actual conveyance,
land contract or otherwise, the Grantor may file with the proper county, town-
ship or municipal authorities, for and on behalf of all persons who have pur-
chased or agreed to purchase lots in Boydmar, such petitions or other necessary
instruments for the paving and lighting of the streets, construction of side-
ramps, installation of sanitary sewer system, storm drains, water and gas mains
or said grantor may proceed and install the same, charging the cost of same to
the respective lot owners in proportion to the benefits received; and for that
purpose the grantee hereby irrevocably appoints the grantor their attorney in
fact to act for them and in their stead in the signing and execution of any and
all petitions and other instruments as in the sole and unqualified judgment of
the grantor, may be necessary to effect such improvements.
The cost of all the above mentioned improvements shall be assessed
against the lots in Boydmar by the proper authorities according to benefits,
and the portion of the cost thereof assessed against the premises herein agreed
to be sold shall be paid by the grantee as same may be levied.
(b) The grantor hereby expressly reserves an easement and right of way
upon and over the front five (5) feet, the rear five (5) feet and three (3)
feet on each side of the premises hereby sold for the construction, erection and
maintenance of poles, wires, conduits, and the necessary and proper attachments
in connection therewith for the transmission of electricity and for telephones
and other purposes, and for the construction, and maintenance of storm drains,
land drains, public and private sewers, pipe lines for supplying gas, water
and heat and for any public utility, and the grantor shall have the right to
enter and to permit others to enter upon said reserved strips of land for any
purpose in anywise connected with the purposes for which said easements and
rights of way are reserved.
(c) The premises hereby agreed to be sold shall be used for private
residence purposes only for a period of fifteen (15) years.
(d) No dwelling or any building used for living purposes shall be built
on said land of less than five (5) rooms, and shall be on solid foundation, and shall have shingle, asbestos shingle, tile or slate roof.

(e) No dwelling or residence shall be erected, constructed or maintained on lots numbers 1 to 18, both inclusive, lots 27 to 97, both inclusive, lots 99 to 108, both inclusive, and lots 164 to 185, both inclusive, costing less than $3000.00; and on lots 19 to 33, both inclusive, lots 64 to 78, both inclusive, lots 109 to 163, both inclusive, and lots 149 to 165, both inclusive, costing less than $2500.00; and on lots 34 to 48, both inclusive, lots 49 to 53, both inclusive, lots 124 to 148, both inclusive, costing less than $2000.00.

(f) All frame dwellings shall be of standard lap siding painted twice or stained shingles.

(g) Any shed, outhouse or other building, shall be painted twice, and have shingle, asbestos shingle or slate roof, and no tin, metal, rubberoid, paper, canvas or any other sheeting shall be left exposed.

(h) The main front foundation wall of any residence, garage or any other structure erected or maintained on said premises shall be set back from the front or side lines on all lots in said addition, as shown by the building line on the recorded plat of said premises.

And the said grantor does for itself and its successors and assigns, covenant with the said grantees, their heirs and assigns, that it has good right to bargain and sell the same in manner and form as above written, and that the title conveyed is clear, free and unincumbered by any act of the grantor herein, excepting taxes and assessments due and payable after date hereof and excepting the covenants, agreements, easements, restrictions, provisions, conditions and charges of the aforesaid deed, and that grantor will warrant and defend said premises, with the appurtenances therunto belonging to the said grantees, their heirs and assigns, against all lawful claims and demands arising from or growing out of any act or deed of the said grantor, excepting taxes and assessments due and payable after date hereof and the covenants, agreements, easements, restrictions, provisions, conditions and charges of the aforesaid deed.

IN WITNESS WHEREOF, said corporation has hereunto caused its name to be signed by its Vice-President and its corporate seal to be affixed and attested by its Asst. Secretary, both officers being thereunto duly authorized this 13th day of February, 1928.

Signed and acknowledged

The Ohio Savings Bank & Trust Co.,
Trustee.

By Robert C. Dann, Vice-President.

Attest: Arthur W. Weber,
Asst. Secretary.

State of Ohio,

Before me, a Notary Public in and for said County and Star
Lucas County SS., personally appeared the above named
The Ohio Savings Bank & Trust Co., Trustee, by Robert C. Dann, its Vice-President.

and Arthur W. Weber, its Asst. Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said bank as such officers and that the same is the free act and deed of said bank, and the free act and deed of each of them personally and as such officers.

I, TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
No. 426613

DEED:

KNOW ALL MEN BY THESE PRESENTS, that The Home Bank & Trust Company, of Toledo, Ohio, as Trustee, a corporation organized and existing under and by virtue of the laws of the State of Ohio, in consideration of One Dollar and other good and valuable consideration to it paid by William L. Krapp & Lillian J. Krapp, the receipt whereof is hereby acknowledged, does hereby BARGAIN, SELL and CONVEY to the said William L. Krapp & Lillian J. Krapp, their heirs and assigns forever, the following real estate to wit:

Lot Number One Hundred Eighty-one (181) in Re-plat of Hampton Park, formerly a subdivision in Washington Township, now in the City of Toledo, Lucas County, Ohio, together with all the privileges and appurtenances to the same belonging. Grantee to assume all taxes and assessments, due and payable in December, 1925, and thereafter.

This deed is made and accepted upon the following express conditions, provisions and covenants, hereinafter enumerated, which shall be in full force and effect and binding upon the grantee herein, their heirs and assigns for the period of thirty-five (35) years from and after the first day of July, 1924.

Said lots shall be used for residence purposes only and no building or structure of any kind shall be erected or maintained on said lots other than single residences of not less than two stories designed for use of one family only and private garages for the sole use of the owner of said premises. Not more than one such residence shall be built upon any one lot. The minimum cost of any such residence, excluding from such cost interior decorations and chandeliers, shall be Five Thousand ($5,000) Dollars.

No building or any part thereof shall be erected or maintained closer to any street than the building line marked and designated upon the record plat of said "Re-plat of Hampton Park"; provided, however, that unenclosed porches may extend not more than nine (9) feet beyond said building line.

No building, fence, wall or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall be submitted to The Welles-Roven Company, its successors, or assigns, and approval thereof endorsed thereon in writing.

There shall not be erected, permitted or maintained in "Re-plat of Hampton Park"...