BURR OAKS ADDITION

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DECLARATION OF RESTRICTIONS

We, the undersigned, being the owners of lots 1 - 13, inclusive, in BURR OAKS ADDITION in the City of Toledo, Lucas County, Ohio, desire to impose reasonable and beneficial restrictions upon the use, occupancy, improvement and enjoyment of said property which are uniform in their provisions, duration, operation and effect.

Now therefore, the aforementioned owners hereby adopt and declare the following plan of development and restrictions and hereby accept and agree for themselves, their heirs, executors, administrators, and assigns, as running with and binding, all of the lands herein described and make the said plan of development and restrictions a matter of record legally binding upon all of the lots in said BURR OAKS ADDITION and future owners thereof, to wit:

1. Each and every of said lots shall be used exclusively for single family residential occupancy.

2. There shall not be erected, placed or suffered to remain on any of said lots any building or structure other than one (1) private dwelling house not to exceed two and one-half (2 1/2) stories in height, designed and intended for the occupancy of one (1) family only and a private garage for not more than two and one-half (2 1/2) automobiles.

3. No structure of a temporary character, mobile home, shack, garage, tent, barn or other out building, shall be used at any time on any of said lots as a residence, temporarily or permanently, and no such structure shall be permanently parked or stored on any of the said lots. Furthermore, no fences shall be erected, placed or maintained on the front yards of said lots which are higher than forty-eight (48) inches in height.
4. No dwelling shall be erected on any of the said lots costing less than twenty-five thousand dollars ($25,000), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all of the dwelling shall be of quality of workmanship and materials of substantially the same or better quality than can be produced as of the date of the recording of these covenants at the minimum cost standard herein for the permitted dwelling size.

5. No office, shop, store, factory, saloon or business house of any kind, no hospital, asylum, sanitarium, nursing home, halfway house, or institution of like or kindred nature, and no charitable institution shall be erected or maintained on the premises herein mentioned, nor shall any sign or other advertisement or solicitation connected with the aforementioned prohibited uses be erected or maintained on said property.

6. No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot and no illegal drug, barbituate or hallucinogen shall be manufactured, sold or kept on any lot.

7. No nuisance of any sort, not any noxious, dangerous or offensive thing, trade, or business whatsoever be permitted or maintained upon the said property.

8. The property herein described shall be kept by the owners in a neat, clean, sanitary, and aesthetically pleasing manner. Furthermore, no vegetable gardens shall be planted, kept, or maintained on any of said lots, in front of the front building set back lines.

9. All property owners hereby further agree to abide by all relevant zoning ordinances, regulations, and statutes which affect or may affect said property.
10. These covenants shall run with the land and be binding on all persons claiming under them for a period of twenty-five (25) years from the date hereof after which time, said covenants shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by the owners of two thirds (2/3) of said lots has been agreed to and recorded directing the change or modification of said covenants in whole or in part.

11. Enforcement of these covenants 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. Such action may be brought by any then owner of said lots 1-13 in BURR OAKS ADDITION.

12. Invalidation of any one of these covenants by judgment or order of a court of competent jurisdiction shall in no wise effect any of the other provisions or covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, said owners have caused their names to be subscribed to these presents on this 28th day of August, 1974.

Signed by Raymond Eugene Knauss and Patricia Lou Knauss, owners of Lots No. 1, 2, 3, 4, 9, 10, 11

David A. Reynolds and Nancy L. Reynolds, owners of lot No. 5

John B. Sharp and Donna M. Sharp, owners of Lot No. 6.

John C. Ott and Rita A. Ott, owners of Lot No. 7.

Gary Vern Reynolds and Donna Jean Reynolds, owners of Lot No. 8

William L. Hood and Janice L. Hood, owners of Lot No. 12

Forrester & Wehrle, Inc., (an Ohio Corporation) owners of Lot No. 13

Nine witnesses, two as to each signature.
Acknowledged August 29, 1974 by said William L. Hood and Janice L. Hood before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged September 4, 1974 by said John C. Ott and Rita A. Ott before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged September 3, 1974 by said corporation by said officers by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (seal).

Acknowledged August 28, 1974 in Lucas County, Ohio, by said David A. Reynolds and Nancy L. Reynolds and Gary V. Reynolds and Donna Jean Reynolds before a Notary Public, State of Ohio, (seal).

Acknowledged September 13, 1974 in Lucas County, Ohio by said Raymond Eugene Knauss and Patricia Lou Knauss and John B. Sharp and Donna M. Sharp, before a Notary Public, State of Ohio, (seal).

Received for record September 16, 1974 at 1:51 P.M., and recorded in Volume 2936 of Mortgages, page 167.