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

In order to create a more harmonious development, we, Great Lakes, Inc., as owner of all the lots in Capistrano Park, as recorded in Volume 59, page 24 of Lucas County, Ohio, Map Records, do hereby declare the following restrictions on the use and occupancy of said lands:

1. All lots except lot 19 shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars. Lot 19 shall be used and occupied in accordance with the plans of the owner of said lot 19, as they will be approved by the Plan Commission of the City of Toledo and the Zoning Board of the City of Toledo.

2. No dwelling shall be permitted on any lot in said subdivision having a ground floor area of less than 700 sq. ft. in the case of a one story dwelling or 440 sq. ft. in the case of a two story dwelling; these figures are exclusive of open porches and such dwelling shall cost not less than $9,000.00 based on the cost levels prevailing on the date of the recording of these covenants.

3. No residence shall be located nearer to the front lot line than the building line indicated on the recorded plat. Open porches and terraces are excluded from this regulation. Nor shall the residence be built nearer to a side line than 5 ft. except where shown otherwise on the recorded plat.

4. No outbuilding shall be erected on any lot except a one or two car garage which may be built of wood or masonry.

5. No signs shall be permitted on any lot or house built thereon except as may be necessary for the sale of the premises.

6. No fence shall be constructed forward of the main rear house line, and any fence shall be constructed of decorative material as chain link or wood picket.

7. 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 to the neighborhood.

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

9. Before any structure can be built on any lot, the plans and specifications for the same must be approved by writing by The Northern Ohio Investment Company or its nominee.

10. These restrictions shall run with the land for a period of 25 years from the date of recording hereof and shall be renewable for an additional 25 year period upon the approval of a majority of the then owners of all the lots.
11. The owner of any lot may enjoin in a court of competent jurisdiction any attempt to violate any of these restrictions. The invalidation of any of these covenants by a court of competent jurisdiction shall not render the other covenants invalid but the same shall remain in full force and virtue.

Two witnesses.

Signed and acknowledged November 13, 1961 by Great Lakes Homes, Inc., by E. C. Ritenour, Vice President and Richard A. Coble, Secretary, before a Notary Public, Lucas County, Ohio (Seal.)

Received for record November 13, 1961 at 2:53 P.M., and recorded in Volume 2027 of Mortgages, Page 520.