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.
Deeds from The Toledo Trust Company conveying lots in said Carwood Place, contain the following:

Pursuant to a general plan for the enhancement of value and uniform improvement of all lots in Carwood Place, the grantor hereby adopts the reservations and restrictions and creates the easements and charges hereinafter set forth to continue in force until January 1, 1956, unless modified, terminated or extended as herein provided. All the reservations, restrictions, easements and charges herein adopted and created are hereinafter designated as "the provisions hereof".

Any or all of the provisions hereof may be, at any time, without liability, modified or terminated, or extended for a period not exceeding 20 years by consent thereto in writing, signed, witnessed and acknowledged, as then required by the laws of Ohio for the conveyance of real estate, by the owners of record of 65% in area of all the lots in Carwood Place, excluding all mortgages, lienholders and purchasers under executory contracts.

All the provisions hereof shall run with and bind each and every part of all lots in Carwood Place and shall inure to the benefit of and be enforceable by the grantor and all future owners thereof and their respective successors, heirs and assigns and in addition to all other remedies, the grantor, its successors or assigns and its agents or employees may enter upon and summarily abate and remove any erection, or condition being a violation hereof without any liability whatsoever, and at the expense of the owners and occupants of the land upon which said violation exists or is committed. The failure to enforce any provision hereof shall not be deemed a waiver as to any prior or subsequent violation of the same or any other provision hereof.

All provisions hereof shall be construed so as to best affect their apparent purposes and shall be extended by implication so as to be fully effective, and the determination that one or more of said provisions are
illegal or unenforceable shall not affect the legality or enforcibility of the remaining provisions, and each provision shall be conclusively presumed to be of substantial value.

No change of conditions or circumstances shall terminate any provision hereof but the same shall be terminated only as hereinabove provided.

The rear line of any lot shall be that part thereof opposite the street upon which said lot has its shorter frontage and such frontage shall be the front of said lot.

A. The following provisions relate to each and all of the lots in Caraskaddon Place:

a. An easement and right of way is hereby expressly reserved to the grantor, its successors and assigns, in, upon and over that part of each lot designated as "Utilities Right of Way" on the plat of Caraskaddon Place, for erecting, constructing and maintaining poles, wires and all equipment for the transmission of electricity for power, light and telephone and other purposes, storm water drains, land drains, public and private sewers, pipes and attachments for gas, water and heat and for any other public or quasi public service, wholly constructed, maintained and performed under the surface of the ground.

The Grantor, for itself and its successors and assigns, reserves the right to grant to any such utility the right to enter thereon for said purposes.

b. Each lot hereby sold, except Lots 24, 25, 26, 72 and C is hereby charged with the payment by the Grantee and his heirs, or assigns, of a maintenance charge of $5.00 per annum for 10 years from the date hereof, payable to the grantor, its successors or assigns, on the second day of January of each year, and the payment thereof shall be a lien upon each lot so sold. The maintenance charges thus paid are to be used by the Grantor, its successors and assigns, only for the purpose of maintaining said subdivision; for caring for vacant and unimproved lots, cutting and
removing grass and weeds therefrom and doing any other thing to keep the property in a neat and orderly condition to the general benefit of the subdivision. The Grantor, its successors or assigns, shall not be liable to or required to account to the said Grantee or his heirs or assigns for the moneys thus paid in the absence of any wilful and knowing misappropriation by it thereof nor shall it, or its successors or assigns, be liable for any negligence of its or their agents in the disbursement of said funds.

c. Set-backs: No part of any building or structure except open porches, the floors of which are not higher than the level of the first floor of the building to which they are attached and except open steps leading to such porches, or to the first floor of a building, shall encroach upon the areas lying between the road, avenue or street, and the building lines, as designated on the plat of Carskaddon Place.

   No part of any building or structure shall be placed or allowed to remain upon lots 5, 45, 54 or 90 closer than 10 feet to Cheltenham Road or Aldrington Road, nor on lots 4, 46, 53 or 91 closer than 5 feet to Cheltenham Road or Aldrington Road.

   All private garages not constructed as a part of dwellings directly connected thereto shall be set back so that one wall thereof shall be not more than 10 feet from the rear line of the lot upon which they are erected.

   All hedges, shrubbery and plants shall be planted at least 2 feet from the front and sides of the lot upon which they are placed.

d. No building shall be commenced to be erected on any lot nor any exterior alteration or addition thereof be made until the plans and specifications thereof, showing the exterior design and materials to be used, the location on the lot, grade and approximate cost thereof have been submitted to and approved in writing by the grantor, its successors or assigns or an architect appointed by the Grantor, its successors or
assigns in writing and the right to refuse to approve the same for aesthetic or other reasons is reserved.

e. No signs of any character shall be displayed upon or about any lot, except signs to which written consent has been given by the Grantor, its successors or assigns, and the Grantor reserves to itself and to its successors and assigns and their agents and employees, the right to summarily remove and destroy all unauthorized signs.

f. Any factory, manufacturing works, hospital, asylum, sanitarium, crematory, graveyard, penal institution, vault, cess-pool, receptacle for the unnecessary accumulation of waste or discarded materials or liquids, refuse, rubbish, the frequent or continued admission into the open air of dark or thick gray smoke, obnoxious odors, or loud and objectionable noise or vibrations, all open stairways leading to the second or upper floors of buildings, all temporary buildings not in use for construction or maintenance purposes, all stables, cattle yards, pastures, hog-pens, poultry houses, all live poultry, hogs, cattle or other live stock, except draft animals, while being used for construction or maintenance of improvements, all solid board fences, all walls and fences exceeding 3 1/2 feet in height from the ground upon which they stand, and all uncompleted buildings or structures upon which work has been suspended for more than 90 days and all things not named herein of a like or kindred nature, shall be conclusively deemed to be a nuisance and any reasonable determination by Grantor, its successors or assigns, of what constitute a nuisance shall be conclusive and there shall be no right to an injunction to prevent the abatement thereof.
B. The following provisions relate only to Lots 6 to 44, both included, 55 to 89 both included and Lots C and D;

a. Said lots shall be used for private residence purposes only and no building of any kind shall be kept or placed thereon except dwellings of two or more stories above the ground and private garages.

b. No residence shall be erected upon less than one lot or parts of lots having at least 40 feet frontage, nor one designed to be occupied by more than two families.

c. Any residence to be occupied by two families shall be of such exterior design as to conform to the appearance of a residence for but one family only, and such residence shall have but one front entrance and but one front porch or veranda.

d. No residence designed for one family shall be constructed costing less than $6000.00 nor designed for two families costing less than $8500.00 exclusive of all interior decorations and lighting fixtures, and exclusive of garage or other improvements.

e. All garages placed or kept thereon shall be private garages.

f. Free and open spaces of at least 5 feet in width shall be retained and kept by the owner of each residence between such residence and the side lines of his land, upon which such residence is erected and nothing shall be erected in said free and open spaces.

C. The following provisions relate only to Lots A and B, 1 to 5, both included, 45 to 54, both included and 90 to 92, both included:

a. Said lots may be used for apartments for more than two families or commercial purposes and apartments and commercial buildings may be built thereon and used for such purposes, except however, as provided in part A hereof and except as hereinafter provided.

b. Any apartment or commercial building erected on said lots shall be so constructed that all enclosing walls thereof shall be faced with masonry, concrete, plaster or other equivalent form of fire-proof construction.
c. Easements and rights of way for ingress and egress are hereby reserved to the Grantor, its successors and assigns upon and over the following described parcels, to-wit:

The rear 12 feet of Lots B, 1, 2, 3 and 4; the rear 12 feet of Lots 46, 47, 48 and 49, and those parts of Lots 50, 51, 52 and 53 lying southwesterly of a straight line beginning at a point in the northwesterly line of Lot 50 which is 12 feet northeasterly from the southeasterly corner of Lot 49, and extending southeasterly to a point in the southeasterly line of Lot 53, which point is 12 feet northeasterly from the southeasterly corner of Lot 53, for the benefit and joint use of the Grantees of Lots B, 1 to 5, both included, and 45 to 54 both included, their heirs, successors and assigns, and the occupants thereof and their invitees, to be constructed and maintained free of all expense to the Grantor, its successors and assigns.

d. If any of said lots is used for one or two family dwellings and private garages only, the provisions of part B hereof shall be applied to such lots so used.


By Agreement executed April 23, 1940 by and between The Toledo Trust Company and William E. Crabbs, constituting more than 65% in area of all the lots in Carskaddon Place, excluding all mortgages, lienholders, and purchasers under executory contracts, it was agreed by and between the parties hereto for the benefit of themselves and all other lots owners and subsequent purchasers, that each and all of the lots in Carskaddon Place, a Subdivision in Washington Township, Lucas County, Ohio, are held and shall be hereafter conveyed subject to all of the restrictions now existing upon said lots, except as modified and extended herein, and subject to the following amended and extended restrictions and conditions:
1. The following sideyard restrictions shall relate only to lots 23 to 32 inclusive, 40 to 45 inclusive, 73 to 77 inclusive, and 82 to 86 inclusive, to-wit: A sideyard of not less than 9 feet shall be provided as the driveway side on the northerly side of each dwelling, and a sideyard of a minimum width of 5 feet shall be provided on the opposite or southerly side of the dwelling on each of said lots so as to provide a distance of not less than 14 feet between dwellings.

2. All lots in said subdivision as improved with dwellings shall be serviced by sewer, water, gas and electricity.

3. The restrictions and conditions existing prior to the execution of this agreement, except as modified and extended hereby, and the restrictions and conditions contained in this agreement, shall run with the land and shall be binding upon the owners of all lots in said subdivision, and on persons holding under them until January 1, 1975.

See Volume 1147 of Mortgages, page 349.
By Agreement executed November 26, 1940 by and between The Toledo Trust Company and William E. Crabbs constituting more than 65% in area of all the lots in Carakaddon Place, excluding all mortgagees, lien holders and purchasers under executory contracts, it was agreed by and between the parties thereto for the benefit of themselves and all other lot owners and subsequent purchasers that each and all of the lots in Carakaddon Place, a Subdivision in Washington Township, Lucas County, Ohio, be held and shall be hereafter held and conveyed subject to all of the restrictions now existing upon said lots, except as modified herein, and subject to the following amended and extended restrictions and provisions:

B. The following provisions relate only to lots 6 to 44, both included; 55 to 89, both included; and lots C and D.

(a) Said lots shall be used for private residence purposes only and no building of any kind shall be kept or placed thereon except dwellings of one and one-half stories or more above the ground and private garages.

In all other respects the existing restrictions and conditions on the lots in said Subdivision are approved and confirmed and said restrictions and conditions, together with the amendment and modification thereof contained in this agreement, shall run with the land and shall be binding on the owners of all lot in said Subdivision and on persons holding under them until January 1, 1975.

See Volume 1161 of Mortgages, page 129.