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, The Title Guarantee & Trust Company, Trustee, hereinafter called "Owner" is the holder of the legal title to the following described real estate, to-wit:

Lots 35 to 70, both inclusive, in Colonial Village Plat Two, a Subdivision in The City of Toledo, Lucas County, Ohio, and

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinabove described is now owned by it, and subject to which the lots aforesaid are to be conveyed by it, respectively,

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of said property and to afford purchasers thereof due and ample protection in the use and occupancy of the same and to provide a general plan of development of lots in said Subdivision designed to make the same more attractive for the purchasers thereof, the undersigned Owner does hereby declare and stipulate that each of the lots in the aforesaid Subdivision is made, and shall be held, subject to the following restrictions, covenants and conditions, to-wit:

1. The covenants and conditions herein set forth shall run with the land and shall be binding on the undersigned and all persons claiming under or through the undersigned for a period of 25 years from the date hereof and continuing thereafter unless and until any proposed change shall have been approved in writing by the owners of the legal title to a majority of said lots.

2. No building, fence, wall, garage, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing nature, kind, shape, type, material, color scheme and location of such structure on the lot, ground or grade elevation, has been submitted to and the approval thereof secured by endorsement in writing thereon of a committee of three persons known as Colonial Village Committee consisting of Henry W. Bruning, Odis E. Brockhart and Louis H. Held. Upon the death or resignation of any member of said Committee the vacancy so caused may be filled by the remaining two members of the committee and as and when 75% or more of the lots in said Subdivision have been sold then said lot owners may select a committee of two who shall have the rights and powers herein vested in the original committee. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
3. The lots in said Subdivision shall be used for residential purposes only and no dwelling shall be erected, altered or placed on said lots other than one single family dwelling not to exceed 2 stories in height, together with a private garage for not more than two automobiles.

4. No single story residence, home or dwelling shall be erected or permitted upon any of said lots which contains a ground floor area, exclusive of open porches and garages, of less than 800 square feet.

5. No dwelling shall be permitted on any lot at a cost of less than $10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of the 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.

6. No dwelling shall be located on any lot nearer to the front line than the minimum building setback lines shown on the recorded plat.

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

8. No noxious or offensive activities shall be carried on upon any of said lots nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, nor shall any commercial trade or activity or advertisement in connection therewith be conducted upon any of the lots herein described.

9. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building setback line shown on the recorded plat nor shall any such fence, wall or hedge be erected on any part of said lots in excess of 4 feet in height, without prior written approval of Colonial Village Committee.

10. If the owners of any of the lots in said Subdivision, their heirs or assigns, shall violate any of the covenants herein contained it shall be lawful for any person, firm or corporation having any interest in any part of the lots herein described to take necessary proceedings at law or in equity to abate or enjoin such violation and to recover damages therefor. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
IN WITNESS WHEREOF, The Title Guarantee and Trust Company, Trustee, has caused its corporate name to be subscribed and its corporate seal to be affixed by its duly authorized officers this 9th day of April, 1962.

THE TITLE GUARANTEE AND TRUST COMPANY, TRUSTEE

Two witnesses.

By: Ralph Jossman,
Vice President

By: Victor C. Turf,
Secretary

Acknowledged April 9, 1962 by said Company, as Trustee, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record April 9, 1962 and recorded in Volume 2039 of Mortgages, page 770.