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DECLARATION OF RESTRICTIONS FOR COPLAND WOODS, A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, HOWARD COPLAND and EMILY E. COPLAND (husband and wife) hereinafter referred to as the "Owner", is the record owner in fee simple of certain lots in Copland Woods, a Subdivision in the City of Toledo, Lucas County, Ohio; and

WHEREAS, it is desirable that reasonable restrictions upon the manner of use, improvement and enjoyment of said lots and parts of lots be imposed upon the same; and the "Owner" desires to make known such restrictions, subject to which said lots and parts of lots will hereafter be conveyed by him: and

NOW, THEREFORE, in consideration of the premises, the Owner being desirous of establishing restrictions upon said lots and parts of lots of which he is the record owner, and in consideration of the enhancement in value thereof and to afford purchasers due ample protection in the use and occupancy thereof, for the purposes of which the same is designed, hereby declares that said lots and parts of lots now owned by him in said Copland Woods shall be hereafter conveyed by him, his heirs or assigns, subject to the restrictions hereinafter set forth:

1. All lots in the Subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot 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 three cars or other out buildings not detrimental to the residential character of the neighborhood.

2. "No building shall be erected, placed, or altered on said premises or any part thereof until the external design and location thereof have been approved in writing by a Neighborhood Committee. An initial Neighborhood Committee consisting of Howard Copland, his heirs or assigns, Gustavus A. Ohlinger, Donald F. Hiett and B. G.
Huntington is hereby appointed for said purpose and shall function as such, either individually or as a joint committee until January 1, 1950, or until their successor or successors are elected and qualified, by a majority vote of the owners of the aforesaid lots. Each owner shall have votes equal to the number of lots owned of record, and the election of any subsequent Neighborhood Committee shall be made a matter of public record. Provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required."

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No building shall be located nearer than five feet to any side lot line except that the side line restriction shall not apply to a detached garage or other outbuilding located 60 feet or more from the front lot line.

(Note: Exceptions may be made for certain lots where special conditions warrant.)

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet as shown on the recorded plat, nor a width of less than 50 feet at the front building setback line as shown on the recorded plat, except in such cases where previous sales or the dimensions of lots on the recorded plat render this width impossible.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No dwelling costing less than $6,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two or two and one-half story structure.

9. All conveyances of lots in said subdivision are made subject to the utility easement as shown on the recorded plat of said addition and such other utility easements as have already been granted.

10. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants to whole or in part.

11. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one 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.

13. The area included in lots 182 to 185 inclusive shall be subdivided into three building sites of equal width.
The Area included in lots 187 to 190 inclusive shall be subdivided into three building sites of equal width.

The Area included in lots 169 to 172 inclusive shall be subdivided into three building sites of equal width with side lines, radial to So. Westerly line of Cranford Drive.

On lot 93, no dwelling shall be erected within six feet of southerly side line of said lot.

IN WITNESS WHEREOF, The said Howard Copland and Emily E. Copland have hereunto set their names this 1st day of February, A.D. 1940.

Acknowledged February 1, 1940 by Howard Copland and Emily E. Copland, before a Notary Public, Franklin County, Ohio, (Seal).

Received for record February 2, 1940 and recorded in Volume 1142 of Mortgages, page 269.

NOTE: At the date of above instrument Howard Copland was the owner of that part of said Lots 131 and 132 included in the premises in question.

Deed dated June 16th 1948, received for record June 22nd 1948 and recorded in Volume 1397 of Deeds, page 169, conveying said premises, contains the following:

This deed is made and accepted subject to the following express provisions, conditions and restrictions:

No residence, dwelling house and other building and improvements shall at any time during said period be erected or kept on the premises hereby conveyed costing less than $6,500.00 and any residence erected on the property hereby conveyed shall be not less than 2 stories in height;

No building shall be erected, placed or altered on said premises or any part thereof until the external design and location thereof have been approved in writing by a Neighborhood Committee;
This deed is made and accepted subject to the declaration of restrictions for Copland Woods, a Subdivision in the City of Toledo, Lucas County, Ohio Records, _____ _____ of Mortgages, page 269.

Each and all of the agreements, provisions and covenants contained in this deed shall run with and bind the land hereby conveyed, and every part thereof, and be binding upon every person who shall be the owner thereof.