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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WALTER F. COUSINO and HELEN L. COUSINO, husband and wife, are the owners of lots numbers two (2), four (4) to eleven (11), both inclusive, and lot number thirteen (13), and THE TOLEDO EDISON COMPANY, Toledo, Ohio, is the owner of lots numbers three (3) and twelve (12), all in Cousino Industrial Subdivision, Washington Township, Lucas County, Ohio; and

WHEREAS, said owners for the mutual benefit and protection of themselves and of future owners of said lots desire to establish and carry out a general plan of development.

NOW, THEREFORE, in consideration of the premises Walter F. Cousino and Helen L. Cousino, and The Toledo Edison Company, for themselves, their heirs, successors and assigns, hereby accept, declare and agree that the property hereinbefore described shall be, and is hereby held, and shall be and is to be conveyed subject to the following terms, conditions and restrictions:

1. All of said lots shall be known and described as commercial and industrial and shall be used solely for commercial or industrial purposes.

2. All buildings erected or placed on said lots shall be of masonry construction, except the sides and the rear of buildings may be constructed of fire proof material other than masonry.

3. No building shall be located nearer to the front line than the building set-back lines shown on the recorded plat.
4. No loading or unloading docks shall be placed, erected, used or maintained within thirty-five (35) feet of the front lot line, and in no event shall any loading or unloading be carried on in front of any of the main buildings that may be erected on said lots.

5. No parking shall be permitted within thirty-five (35) feet of the front lot line of said lots, and in no event shall any parking be permitted in front of any main buildings that may be erected on said lots.

6. All drives on said lots shall be of gravel, stone, cement or blacktop.

7. No noxious or offensive trade or activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the lot owners.

8. No junk yard shall be maintained on any of said lots, and no tent, trailer or shack shall be placed, erected or maintained upon any of said lots.

9. Easements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance. A right of way and easements are reserved over, upon and under the south ten (10) feet of lots two (2) to seven (7), both inclusive, and over, upon and under the north five (5) feet of lots eight (8) to thirteen (13), both inclusive, for the purposes of installing and maintaining sewer and drainage lines.

10. No fence or wall of a height in excess of eighteen (18) inches shall be permitted nearer to the street than the minimum building set-back line.
11. These covenants shall run with the land and shall be binding on the undersigned and all persons claiming under them until the 1st day of September, 1963, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the said lots it is agreed to change said covenants in whole or in part.

12. If the undersigned, or their heirs, successors or assigns, or any future owners of any of said lots, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said lots to prosecute any proceedings in 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.

13. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other covenants and provisions hereof which shall remain in full force and effect.

14. Nothing herein contained shall be construed as in any way applying to or limiting the right of The Toledo Edison Company, its successors and assigns, to erect and maintain electric transmission lines of any construction and at any location on lots numbers three (3) and twelve (12) of said Subdivision owned by it and doing any matters incident or convenient in connection there-with.
And, The Toledo Trust Company, mortgagee of part of the property herein described, in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, consents to the foregoing Declaration of Restrictions.

Duly executed and acknowledged by Walter F. Cousino and Helen L. Cousino, The Toledo Edison Company and The Toledo Trust Company.

Received for record October 6, 1953 and recorded in Volume 1640 of Mortgages, page 411.
AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Walter F. Cousino and Helen L. Cousino, husband and wife, Preston G. Tuschman, The Title Guarantee and Trust Company, The Luma Electric Equipment Company and The Toledo Edison Company are the owners of all the lots in Cousino Industrial Subdivision, Washington Township, Lucas County, Ohio, and

WHEREAS, there is now in full force and effect a Declaration of Restrictions affecting the use of said lots which said Declaration of Restrictions is recorded in Volume 1640, Page 411 of Mortgage Records, Lucas County, Ohio, and

WHEREAS, the undersigned desire to amend said Declaration of Restrictions,

NOW THEREFORE, the undersigned individually, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives, successors, and/or our assigns, do hereby amend paragraph numbered 5 of said Declaration of Restrictions to read as follows, to-wit:

5. No parking of vehicles shall be permitted on said lots from a point 20 feet from the front lot lines of said lots to a point 35 feet from the front lot lines of said lots and the use of any permitted parking area on said lots shall not interfere with the drainage facilities in said subdivision.

IT IS FURTHER AGREED, that this amendment shall not in any manner affect or invalidate any of the other terms,
conditions or provisions of said Declaration of Restrictions
and that they shall remain in full force and effect.

Executed as follows:

On May 20, 1955 by Walter F. Cousino and Helen L.
Cousino.

On May 16, 1955 by Preston G. Tuschman and Carol
L. Tuschman.

On June 28, 1955 by The Title Guarantee and Trust
Company.

On May 25, 1955 by The Luma Electric Equipment
Company.

On June 10, 1955 by The Toledo Edison Company.

On June 17, 1955 by The Ohio Citizens Trust Company,
Trustee.

Received for record June 29, 1955 and recorded in
Volume 1737 of Mortgages, page 485.