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DECLARATION OF RESTRICTIONS
FOR
CREEKWOOD ESTATES
A Subdivision in the City of Toledo, Lucas County, Ohio.

KNOW ALL MEN BY THESE PRESENTS, That Charles B. and
Jeanette K. Helburn are the present owners of each and every of the
lots known as 1 to 13 inclusive, in the Subdivision in the City of
Toledo, Ohio known as Creekwood Estates, the plat of which is
recorded in Volume 62, Page 12 of the Record of Plats, Lucas Co.,
Ohio, for the benefit and protection of themselves and of each of
the future owners of each of the lots in said addition and in order
that there may be established a general plan of restrictions covering
the use and occupancy of each of said lots, do hereby declare that
each and every of said lots hereinafter sold, conveyed or transferred
by them, their heirs or assigns including transfers by operation of
law, shall be deemed to be sold, conveyed and/or transferred subject
to the following covenants, conditions, agreements and restrictions,
to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except
for residential purposes and only one single residence may be erected
on each lot. No building shall be erected, altered, placed or per-
mitted to remain on any lot other than (a) one single family dwelling
house; (b) one private two or three car garage which must be attached
to and make an integral part of the dwelling house. Automobile
entrance and exit of such garage must be from the side and not facing
the street; and (c) such other accessory buildings as may be permitted
by the architectural control committee. No dwelling shall be erected
with living space of less than two thousand (2,000) square feet ex-
cluding basement, garage and porches.

2. ARCHITECTURAL CONTROL. No building, fence, hedge, wall,
walk or other structure, grading or planting shall be commenced,
erected or maintained, nor shall any addition to or change or alter-
ation therein be made until plans showing the nature, kind, shape,
height, materials, floor plans, exterior color scheme, location and
approximate cost of such structure or work to be done and the grading of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

3. ARCHITECTURAL CONTROL COMMITTEE shall be composed of Charles B. Helburn, Sr., Mrs. Jeanette K. Helburn and Charles B. Helburn, Jr.

In the event of the death, resignation or incapacity of any member the other two shall have the authority to select the third member.

This committee shall serve until such time as 50% of the lots in said addition have been conveyed to others after which time said committee shall be composed of three lot owners to be appointed by the then record owners of a majority of said lots. A majority of the committee may designate a representative to act for it. A majority vote of the committee shall be decisive. The committee’s approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, then the same shall be deemed approved.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than fifteen (15) feet to an interior
lot line.

5. BASEMENTS. For installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

b. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Said premises shall not be used or permitted to be used for any business purpose.

7. TEMPORARY STRUCTURES. No structure of a temporary character, and no 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.

8. FENCES. No fence shall be erected whose height exceeds 48 inches or width has either barbs, points or other hazards. Any fence erected must be substantial and properly maintained. No fence may extend nearer to the street than the side of the dwelling furthest from the street.

9. ANTENNAE AND AERIALS. Television antennae, radio aerials or other similar devices may not be erected upon or attached to a dwelling for support. If erected, such devices must be upon rigid towers properly set in concrete and must be in the rear of the dwelling.

10. DRIVEWAYS must be surfaced in a workman like manner with either concrete or macadam.

11. GARBAGE AND REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in neat, sanitary, covered containers.

12. SIGNS. No sign of any kind shall be displayed to public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

13. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. PARKING. No trailer, truck, boat or other vehicle, except passenger automobiles shall be parked, kept or stored on any
lot unless the same be parked, kept or stored in a garage or other building which have been erected with the written consent and approval of the Architectural Control Committee.

15. COMPLETION. No dwelling house on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise until completely finished, both exterior and interior, according to the approval plan.

16. CLOTHES LINES. No permanent clothes lines, ropes, wires or cords may be erected or maintained on any lot.

17. DWELLING ON MORE THAN ONE LOT. Nothing contained herein shall be construed to prevent the purchase of two (2) adjoining lots or one lot and part of an adjoining lot by a single owner and erection of a single dwelling on or about the center of the parcel.

18. TANKS. Any and all oil, gas or other tanks must be buried below ground level if not erected within a dwelling.

19. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. ENFORCEMENT shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or to recover damages.

21. SEVERABILITY. 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.

22. PRESENT STRUCTURES. Nothing contained herein shall be construed as pertaining to structures erected prior to recording of the plat of this subdivision.
IN WITNESS WHEREOF, the owners have hereunto set their hands this 25th day of May, 1967.

Two witnesses.

Signed and acknowledged May 25, 1967 by Charles B. Helburn and Jeanette K. Helburn, in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record June 6, 1967 at 2:40 P.M. and recorded in Volume 2212 of Mortgages, page 491.