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

We, the undersigned, being the owners in fee simple of the following described real estate:

Lots numbers One (1) to Twenty (20), inclusive, in Davies-Felske Subdivision in Toledo, Ohio, Lucas County, Ohio.

desiring to establish a general plan for the development of said Davies-Felske Subdivision and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said owners, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, do, for themselves, their successors, heirs and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions, heretofore enforced on said property by any other instrument:

1. These covenants and restrictions are to run with the land and shall be binding upon said Owners and all persons claiming under or through them until the 1st day of January, 1988, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by the then owners of a majority of the lots numbered above it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or Court order or by act of the owners as provided in No. 1 above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. No liquor, whether spirituous, vinous or fermented, shall be sold or be allowed to be sold on said premises.

4. Said premises shall not be used or be permitted to be used for any business purposes or purpose, and no noxious, or offensive activity shall be carried on upon any part of said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

5. All of the above numbered lots in Davies-Felske Subdivision shall be described and known as residential lots; and no structure shall be placed on any such residential lot other than one single family dwelling and a private garage of not more than 3 car capacity which garage may or may not be made an integral part of the main residence structure.

6. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural
Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish, grade, elevation. Approval or structural change shall be made to any residence and no swimming pool shall be installed on any lot in said addition until the plans, specifications and plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided by an Architectural Control Committee composed of Robert E. Davies and Robert W. Pelske. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through 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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line or nearer to the side lot line than the minimum building set-back lines shown on the recorded plat or nearer than five (5) feet to the side lot line of any of said lots; provided, however, that a total free side yard of ten (10) feet must be maintained; i.e. the side yards of the house must total a minimum of ten (10) feet, but neither side may be less than five (5) feet.

8. Other than two (2) dogs, two (2) cats, and (2) birds maintained within the dwelling, the maintenance or harboring or any other animal, bird or fowl is expressly prohibited on said lots.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

11. All driveways shall be constructed of backtop materials.

12. No dwelling shall be permitted on any lot unless the ground floor area of said dwelling, exclusive of one-story open porches and garages and carports, shall be not less than 1000 square feet for a one-story dwelling, nor less than 525 square feet for a dwelling of more than one story.

13. Said premises shall not be used for any mercantile, manufacturing storage or business purposes, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

14. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building material, paper, glass or any reclaimed product or material, except that during the period a building is being erected upon any such lot, building materials may be stored thereon. However, any building material not incorporated in said building within ninety (90) days
after its delivery to such lot shall be removed therefrom. Structures must be substantially completed by an owner within six (6) months of the date of the beginning of construction.

15. No portion of any lot between the building line as shown on the plat and any road, avenue or street, shall be used for any purpose other than that of lawn or shrubbery, and no fence shall be built between the building line and the street line, as shown on the plat.

16. No ornamental fence, hedge or wall shall exceed six (6) feet in height.

17. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

18. No sod, dirt or gravel, other than that incident to construction of permitted structures, shall be removed from said premises without the approval of the Architectural Control Committee.

19. Any tent, housecar, trailer, boat or other similar device if stored on said premises shall be housed within a garage building.

20. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, Robert E. Davies and Hannah E. Davies, husband and wife and Robert W. Felske and Joyce A. Felske, husband and wife, owners of the foregoing described property, hereunto set their hands this 25 day of October, 1968.

Robert E. Davies
Hannah E. Davies
Robert W. Felske
Joyce A. Felske

Two witnesses.
Acknowledged October 25, 1968 before a Notary Public, Lucas County, Ohio. (seal).
Received for record October 28, 1968 and recorded in Volume 2267 of Mortgages, page 46.
AMENDMENT TO RESTRICTIONS

Whereas a Declaration of Restrictions dated October 25, 1968 was filed and recorded October 28, 1968 in Volume 2267, page 46 of Mortgages, Lucas County Recorders Office, Toledo, Lucas County, Ohio and whereas the undersigned now owners in fee simple of the real estate affected by said restrictions, namely Lots numbers One (1) to Twenty (20) inclusive in Davies and Felske Subdivision in Toledo, Lucas County, Ohio, desire to amend and restate paragraph 6 therein contained;

NOW, THEREFORE, said owners hereby amend and restate paragraph 6 of said restrictions to read as follows:

6. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No addition or structural change shall be made to any residence and no swimming pool shall be installed on any lot in said addition until the plans, specifications and plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved. Approval shall be provided by an Architectural Control Committee composed of Robert E. Davies and Robert W. Felske. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. 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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

In all other respects the Declaration of Restrictions referred to above are confirmed and ratified.

IN WITNESS WHEREOF, Robert E. Davies and Hannah E. Davies, husband and wife, and Robert W. Felske and Joyce A. Felske, husband and wife, owners of lots numbered 1, 3 through 10, and 12 through 18, and Royal Development Corp., an Ohio corporation, owner of lots numbered 2, 19 and 20 and William R. Heldt and Barbara A. Heldt, husband and wife, owners of lot number 11 in Davies and Felske Subdivision, hereunto set their hands this 5th day of December, 1968.

Robert E. Davies
Hannah E. Davies
Robert W. Felske
Joyce A. Felske
Royal Development Corp.
by William R. Heldt
Barbara A. Heldt

Acknowledged December 5, 1968 before a Notary Public,
Lucas County, Ohio, (seal).

Received for record December 9, 1968 and recorded in Volume 2271 of Mortgages, page 463.