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DECLARATION OF RESTRICTIONS FOR
DUDDWRY HILLS PLAT I
CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, the undersigned, HARFORD CORPORATION, an Ohio corporation, is the owner of all of the lots in DUDDWRY HILLS PLAT I, a Subdivision in the City of Toledo, Lucas County, Ohio, and being Lots 1 through 32, inclusive, and Lot A and Lot B; and

WHEREAS, it is necessary and desirable, and will be beneficial to the future owners of all of the lots above mentioned, to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said properties, which shall affect all of the owners of said properties and shall run with the land, all as more fully hereinafter stated;

NOW, THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said DUDDWRY HILLS PLAT I as an architecturally harmonious and desirable residential district and to continue, maintain and perpetuate said DUDDWRY HILLS PLAT I in its entirety as originally planned for the maintenance of property values of residences to be hereafter constructed therein, in consideration of the premises, the undersigned, as owners of all of the lots in said DUDDWRY HILLS PLAT I as now or hereafter constituted, for itself, its successors and assigns, for the regulation and protection of every person, his heirs, executors, administrators, legal representatives and/or assigns who now is, or shall in the future be, the owner, occupant or tenant of any interest in and to any lots, or part thereof, in the improvement, development, use, occupancy and enjoyment of said property, in DUDDWRY HILLS PLAT I by the execution and recording of this indenture of restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said DUDDWRY HILLS PLAT I in the City of
Toledo, Lucas County, Ohio, and being the real estate above described, for the period, to the extent, and in the manner following, to-wit:

(a) These restrictions shall become effective as to each respective lot upon the recording of this indenture with the Recorder of Lucas County, Ohio.

(b) The restrictions hereinafter set forth shall run with the land and shall be binding upon each and every person who is now or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 2003, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further ten (10) year period and for successive ten (10) year periods thereafter upon the written approval or written agreement of two-thirds (2/3) of the lot owners in DUNDEERRY HILLS PLAT I.

(c) All lots shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a one-family dwelling. Detached garages may be constructed on lots contained in DUNDEERRY HILLS PLAT I.

(d) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback line as shown on the recorded plat wherein such lot is situated, nor nearer than five (5) feet to any one side lot line. The side yards shall aggregate no less than twelve (12) feet.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area thereof shall be not less than eight hundred fifty (850) square feet (exclusive of garage, carport, basement, porches or breezeway), nor less than five hundred (500) square feet for a dwelling of more than one story.

(f) Except a dwelling erected upon a lot as delineated by the record plat, the ownership of which lot is in one owner at the time of the erection of said dwelling, no dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

(h) There shall not be erected, permitted or maintained on any lot any stable, cattle yard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, pigeons, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinafore enumerated or otherwise, be permitted or maintained thereof. No boat, boat trailer, or house trailer of any type shall be parked, kept or stored on any lot in DUNDEERRY HILLS PLAT I, except that a boat may be stored in a garage, completely hidden from view. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, or treehouse of any type will be permitted in DUNDEERRY HILLS PLAT I.

(i) To assure a harmonious plan of development which will inure to the benefit of every property owner in said tract, no building dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type material, color scheme and location of such building, dwelling or other structure, which shall be submitted to HARFORD CORPORATION.
Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance. Unless such plans and specifications or any part thereof shall have been disapproved in writing within thirty (30) days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after HARFORD CORPORATION shall have sold and conveyed at least ninety (90%) percent of the lots in DUNDERRY HILLS PLAT I: said committee to be selected by the owners of a majority of said lots in said subdivision. Said Committee shall consist of three members, each of whom shall be the owner in fee simple of property in said DUNDERRY HILLS PLAT I. Said Committee shall serve at the pleasure of the authority by which they are elected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee.

(j) No fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building setback line of any lot, nor shall any fence or wall be erected on any lot without prior written approval being obtained in the same manner provided in paragraph (i) hereof.

(k) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(l) A perpetual easement is reserved to the undersigned, HARFORD CORPORATION, its successors and assigns, over the rear eight (8) feet of each lot for utility installation, removal, repairs and maintenance.

(m) If any lot owner or tenant thereof, or any other occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Subdivision to prosecute any proceeding at law or in equity in any prior court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

(n) If any restriction hereinabove set forth should be held invalid, unenforceable, or otherwise inoperative in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

(o) The owner of each lot in DUNDERRY HILLS PLAT I is required to maintain in good repair and condition a four (4) foot wide sidewalk, constructed in conformance to the Plans and Specifications as required by the City of Toledo. HARFORD CORPORATION shall designate the location of such sidewalk and the lot owner agrees to complete the construction and installation of such sidewalk (if not already installed) within six (6) months of the date ownership of such lot is acquired.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 19th day of January, 1978.

HARFORD CORPORATION
By: R. G. Dunbar, President
By: S. S. Levin, Secretary

Two witnesses.
Acknowledged January 19, 1978 by said corporation by said officers, by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record January 24, 1978 at 1:51 P.M. in Mortgage Record 78-078004, Lucas County, Ohio Records.