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

WHEREAS, STEINBAUER DEVELOPMENT CO., is the owner of the following described real estate, to-wit:

Lots Numbers 1 to 5, inclusive, in EASTGATE PARK, a SUBDIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO;

WHEREAS, STEINBAUER DEVELOPMENT CO. desires to establish a general plan for the development of EASTGATE PARK which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises - of any lot, lots or part thereof, located and situated in EASTGATE PARK, and in order to perpetuate such Subdivision as an architecturally harmonious, artistic and desirable district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said Subdivision;

NOW, THEREFORE, the owner in consideration of the enhancement in the value of said property and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each and every owner who now is or shall hereafter be the owner of any interest in and to any lot, or part thereof in EASTGATE PARK, and by reason of the adoption of the Restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declares and stipulates that said lots shall be conveyed subject to the Restrictions hereinafter declared and that the same shall run with the land:

DURATION OF RESTRICTIONS

1. These covenants and restrictions shall bind and run with the land and shall be binding upon said owner and all persons claiming under or through it, until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by the then owners of a majority of the lots in EASTGATE PARK 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 recorded
in the Office of 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.

LAND USE AND BUILDING TYPE

2. No lot shall be used except for multiple apartment buildings,
together with garage shelters used in conjunction therewith, which
garage shelters shall conform architecturally to the apartment buildings.

BUILDING LOCATION SET BACKS

3. No building shall be located on any lot nearer to the
front lot line than the minimum building set back lines as shown on
the recorded plat of said Subdivision. No building shall be located
nearer to the rear lot line than shall be approved in writing by the
hereinafter referred to Architectural Control and Plan Approval Committee.
No apartment building shall be nearer than 20 feet to any side-yard
lot line.

LOT USE

4. No portion of any lot nearer to any street than the building
set back line or lines shown upon the recorded plat of said Subdivision
shall be used for any purpose other than that of a lawn provided,
however, that nothing contained herein shall be construed to prevent
the use of such portion of said lot for walks, drives, trees,
shrubbery, flowers, flower beds, ornamental plants, statuary,
fountains or similar ornamentations for the purpose of beautifying
said lot after a landscaping plan has been submitted for approval to
the Architectural Control and Plan Approval Committee, and approved
in writing by it; but shall be construed to prohibit the planting or
growing of vegetables and grains thereon and the construction or planting of a fence of any kind. No weeds, underbrush, lawns over 2 inches tall, or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and failing in which Steinbauer Development Co. may cause same to be out or removed at expense of said lot owner. No fence, hedge, garages, wall or enclosure of any kind shall be erected, placed or suffered to remain upon said lots, unless and until the written consent of STEINBAUER DEVELOPMENT CO., and/or the Architectural Control and Plan Approval Committee shall have been first obtained therefor, which consent may specify in writing the type, height, width, color, upkeep and any general condition pertaining thereto.

ARCHITECTURAL CONTROL AND PLAN APPROVAL COMMITTEE

5. No multiple apartment buildings, swimming pool, fence, hedge, sign, wall, grading, platting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said lot, or to the buildings located on said lot until the plans and specifications of said improvements or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control and Plan Approval 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 material with 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. Any and all tanks must be buried below ground level. The Architectural Control and Plan Approval Committee shall determine and set all apartment building grades. All roofs of gable or hip type construction shall have a minimum pitch of 3 inches in 12 inches.

6. Said Architectural Control and Plan Approval Committee shall at all times be composed of 3 members appointed by the developer, STEINBAUER DEVELOPMENT CO., who shall be empowered to fill vacancies upon said Committee. The original members of said Committee shall be Harvey P. Steinbauer, Louis P. Steinbauer and Mary Ann Steinbauer.

Until such time as said lot owners shall become members of said Committee, the approval in writing of any 2 members of said Committee, of 3 as originally constituted, shall be sufficient for the approval of plans and specifications which may come within the purview of said Committee.

NOXIOUS USES, ETC.

7. No portion of any apartment building, lot, or structure thereon, shall be used or permitted to be used for any business purpose whatsoever, nor shall any noxious, offensive, unhealthful or unreasonable disturbing activity be carried on upon any part of said EASTGATE PARK, nor shall anything be done thereon which may be or become an annoyance or nuisance in said EASTGATE PARK. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed, or suffered to remain upon any of said lots. No pole, or overhead or exposed wires, whether for use in connection with telephone, electric light or any other purpose, and no advertising sign, billboard, or other advertising device whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon any lot or upon or visible from the
outside of any dwelling thereon without the written consent of STEINBAUER DEVELOPMENT CO., the developer. This proviso does not apply to television antennas.

8. All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to STEINBAUER DEVELOPMENT CO., the developer, or the Architectural Control and Plan Approval Committee at the office of STEINBAUER DEVELOPMENT CO., the developer. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission, and STEINBAUER DEVELOPMENT CO., the developer, shall keep records thereof.

UTILITY EASEMENTS

9. STEINBAUER DEVELOPMENT CO., reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plat of EASTGATE PARK, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in EASTGATE PARK, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

NUISANCES

10. No animals, rabbits, or poultry of any kind, character, or species of fowl or livestock, shall be kept or maintained upon any part of any lot or tract. STEINBAUER DEVELOPMENT CO. and the Architectural Control and Plan Approval Committee reserve the right to adopt reasonable regulations governing the keeping within any apartment building of domestic dogs, cats or other household pets, calculated not to become
and not becoming a nuisance to the owners or inhabitants of EASTGATE PARK. The keeping within any apartment building of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in said Subdivision.

TEMPORARY STRUCTURES
11. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence.

OFFICES
12. No office, whether commercial or professional, shall be erected or maintained in any apartment building in said Subdivision, but the same may be used for apartment purposes only and not otherwise; except for renting or collecting rent or maintenance.

SIDEWALKS AND DRIVEWAYS
13. Sidewalks shall be installed across the front of all lots. The location and width of all driveways shall be approved by STEINBAUER DEVELOPMENT CO. before installation.

MAIL BOX
14. The type and location of all mailboxes must meet the requirements of the United States Post Office Department.

TEMPORARY STORAGE
15. No boats, trucks or trailers, etc., shall be stored or parked in the yards or on the driveways of any of said lots in said Subdivision.

NEW CONSTRUCTION
16. No existing building may be brought from another location and moved upon any lot in said Subdivision for any purpose whatever, including remodeling, it being the intent of these Restrictions that all construction in said EASTGATE PARK shall be new, and not remodeled, construction.
DEBRIS AND RUBBISH

17. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except such as may be stored in approved containers, surrounded by fence or structure to hide same.

If adjoining lots have been used in construction of apartments, the same must be graded to close all ruts and holes and all debris must be removed.

FENCES

18. Any fence to be installed on any lot in said EASTGATE PARK shall have the prior approval of the Architectural Control and Plan Approval Committee, in writing.

ENFORCEMENT

19. STEINBAUER DEVELOPMENT CO., its successors and assigns, reserves and is hereby granted the right in case of any violation or breach of any of the Restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by STEINBAUER DEVELOPMENT CO., and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of STEINBAUER DEVELOPMENT CO., its successors and assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further, or succeeding breach or violation thereof, and STEINBAUER DEVELOPMENT CO., its successors and assigns, shall at any and all times have the right to enforce the same.
RIGHT TO MODIFY

20. In connection with the provisions herein contained and with special reference to the Architectural Control and Plan Approval Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of apartment building to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, STEINBAUER DEVELOPMENT CO., the developer, may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in the sole judgment, do material damage to any abutting or adjacent property.

HARDSHIPS

21. The Architectural Control and Plan Approval Committee as hereinbefore constituted in addition to the foregoing, may annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Subdivision, which will not, if such action be taken, materially injure or damage any lot in said Subdivision. The provisions of this Item No. 21 shall not be construed or interpreted to authorize any change from the declared intentions and sense of these restrictions of keeping and maintaining this Subdivision as a highly restricted and desirable apartment Subdivision.

SUB-DIVIDING LOTS

22. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of STEINBAUER DEVELOPMENT CO., the developer.

FAILURE TO ENFORCE

23. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.
VARIANCES

24. In all instances where plans and specifications are required to be submitted to the Architectural Control and Plan Approval Committee as hereinbefore set forth and are regularly approved in writing, and if subsequent thereto there shall be any variance in the actual construction and location of any building, garage shelter, alteration or addition, fence, wall hedge or roadway, any such variance from said written approval shall be deemed a violation of these Restrictions, and shall be the subject of any action to abate as hereinabove provided, by STEINBAUER DEVELOPMENT CO., the developer.

IN WITNESS WHEREOF, STEINBAUER DEVELOPMENT CO. has caused its corporate name to be subscribed to these presents by its President and the Secretary, this 30th day of April, 1969.

(Signed) STEINBAUER DEVELOPMENT CO.

By Harvey P. Steinbauer, President

Two witnesses.  Louis P. Steinbauer, Secretary

Acknowledged April 30th, 1969 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 5th, 1969 and recorded in Volume 2285 of Mortgages, page 324.
By Instrument dated February 10, 1970, Steinbauer Development Co., Developers, Inc., James C. Minnick and Patricia Minnick, husband and wife, and Frank L. Rider and Rose M. Rider, husband and wife, as owners of lots 1 to 5 inclusive in said Eastgate Park, deleted paragraph 3 from the restrictions recorded in Volume 2285 of Mortgages, page 324 and replaced same by the following:

BUILDING LOCATION SET BACKS

3. No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat of said Subdivision. No building shall be located nearer to the rear lot line than shall be approved in writing by the hereinafter referred to Architectural Committee. With the sole exception of Lot number 4, no apartment shall be nearer than 20 feet to any side yard lot line.

Received for record February 11, 1970, and recorded in Volume 2310 of Mortgages, page 165.