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DECLARATION OF RESTRICTIONS FOR PLAT VII
IN ELMHURST PARK IN THE CITY OF
TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, the undersigned, DUNBAR INDUSTRIES, INC., an Ohio corporation, R. G. DUNBAR, INC., an Ohio corporation, ROBERT H. FOELS and MILLRED H. FOELS, husband and wife, BERNARD W. LES and JEANNETTE M. LES, husband and wife, ROBERT F. FLEISCHMAN and ROSE M. FLEISCHMAN, husband and wife, CHARLES G. RANDALL and NEGLINE U. RANDALL, husband and wife, and FULLER'S ROYAL HOMES, INC., an Ohio corporation, are the owners of all of the lots in ELMHURST PARK PLAT VII, a Subdivision in the City of Toledo, Lucas County, Ohio, and being Lots 249 through 263, 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 properties and shall become binding upon all present and future 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 ELMHURST PARK PLAT VII as an architecturally harmonious and desirable residential district and to continue, maintain and perpetuate said ELMHURST PARK PLAT VII 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 ELMHURST PARK PLAT VII, 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 lot, lots, or part thereof, in the improvement, development, use, occupancy and enjoyment of said property, in ELMHURST PARK PLAT VII, 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 ELMHURST PARK PLAT VII, 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 now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 1996, 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 ELMHURST PARK PLAT VII.

(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. Lots numbers 272, 273, 280 and 281 may contain garages or carports provided that the same are attached to the dwelling thereon; detached garages may be constructed on those other lots contained in said Plat VII.

(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 side lot line.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area thereof shall be not less than 1000 square feet (exclusive of garage, carport, porches or breezeway), nor less than 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 7200 square feet.

(g) No basement, garage, or 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, cattleyard, 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 hereinabove enumerated or otherwise, be permitted or maintained thereon.

(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 R. G. DUNBAR, INC., 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 R. G. DUNBAR, INC., shall have sold and conveyed at least ninety (90%) per cent of the lots in ELMHURST PARK FLAT VII; 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 FLAT VII. Said Committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority by which they are elected, and vacancies occurring on said committee shall be filled by the selection of new members in the same manner as provided for election 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.
(1) A perpetual easement is reserved to the undersigned, DURBAR INDUSTRIES, INC., its successors and assigns, over the rear five (5) 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 proper 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of September, 1966.


Two witnesses.

Acknowledged September 7, 1966 before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 15, 1966 at 10:29 A.M., and recorded in Volume 2194 of Mortgages, page 45.