EXTENSION OF HIGHLAND PARK

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DECLARATION OF RESTRICTIONS FOR LOTS NUMBERED 34 to 41, BOTH INCLUSIVE IN THE EXTENSION OF HIGHLAND PARK, A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, The Landin Construction Co., a corporation organized and existing under the laws of Ohio, is the owner of property herein referred to as lots numbers 34 to 41, both inclusive in the Extension of Highland Park, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, The aforesaid owner desires to conform the restrictions of the within described property as nearly as possible with the restrictions on other property adjacent southerly, known as lots 1 to 10 both inclusive in Sharon Acres a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, The said owner desires to make known the restrictions, conditions, protective covenants, and agreements, subject to which all of the said property in the Extension of Highland Park referred to herein is now owned by it respectively.

WHEREAS, The Landin Construction Co. has re-divided the aforesaid lots, in the Extension of Highland Park, into lots as follows:

(a) Lots numbers 34 and 35, in the Extension of Highland Park, a Subdivision in the City of Toledo, Lucas County, Ohio.

(b) Lot number 36 and the west 17 1/2 feet of lot number 37 in the Extension of Highland Park, a Subdivision in the City of Toledo, Lucas County, Ohio.

(c) Lots numbers 37 and 38 in the Extension of Highland Park, a Subdivision in the City of Toledo, Lucas County, Ohio, excepting from said lot number 37 the west 17 1/2 feet thereof.

(d) Lot number 39 and the west 17 1/2 feet of lot number 40, in the Extension of Highland Park, a Subdivision in the City of Toledo, Lucas County, Ohio.
(e) Lots numbers 40 and 41 in the Extension of Highland Park, a Subdivision in the City of Toledo, Lucas County, Ohio, excepting from said lot number 40 the west 17 1/2 feet thereof.

NOW THEREFORE, The Landin Construction Co. hereby adopts the re-subdivision into lots as shown in the legal descriptions (a) through (e), both inclusive and has dedicated for public use certain ways for street purposes. It hereby reserves for itself, its successors and/or assigns the right to use and permit the use of a strip of land 5 feet in width along the rear of each of lots, 37, 38, 39, 40 and 41, and a strip of land 5 feet in width along the east side of lot number 34, for the construction and maintenance of public or quasi-public utilities, or plan for the better and uniform improvement and development of the aforesaid lots in the Extension of Highland Park, and for the benefit and protection of all persons who may hereafter become owners of lots therein. In consideration of the mutual execution hereof and the enhancement of value of said property to the respective owners thereof, and to afford purchasers of all said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designed, and shall be conveyed by it subject to all the restrictions, conditions, protective covenants and agreements hereinafter set forth:

1. All conveyances made, or to be made, by The Landin Construction Co., its successors and/or its assigns shall contain a minimum area of not less than the number of square feet contained within the outside boundary lines of the aforesaid legal descriptions lettered (a) through (e), both inclusive.

2. 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 Landin Construction Co. as to the quality of the workmanship and materials, harmony of
external design with existing structures, and to the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than a minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less than $10,500.00 based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of 1 story open porches and garages, shall be not less than 864 square feet for a 1 story dwelling.

4. No building shall be located on any lot nearer than 25 feet of the front lot line, or nearer than 20 feet of any side street lot line. No building shall be located nearer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. No lot shall be less than 52 1/2 feet in width and shall have no less than a minimum area of 7,350 square feet, excepting as to lot number 36 and the west 17 1/2 feet of lot number 37 which will contain 6,125 square feet, more or less. No dwelling erected in this subdivision shall have an area less than 864 square feet.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

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

8. All restrictions herein contained shall be construed together, but if it shall be held that any restriction, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restrictions, or any part thereof, shall be effected or impaired.

9. 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 violation or to recover damages.

10. The aforesaid restrictions shall be in full force and effect until the first day of January, 1990.

IN WITNESS WHEREOF, The Landin Construction Co., of Toledo by W. C. Gill, its President and K. E. Prange, its Secretary, thereunto duly authorized have hereunto set their hands this 13 day of May, 1955.

Signed by The Landin Construction Co., by W. C. Gill, President and K. E. Prange, Secretary.

Two witnesses.

Acknowledged May 13th 1955 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record October 7th 1955 at 12:12 P.M., and recorded in Volume 1758 of Mortgages, page 433.