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
FOR GARRISON PLACE SUBDIVISION

WHEREAS, The Land Developers of Toledo, Incorporated, is the owners of property herein referred to and described as GARRISON PLACE and comprises of lots 1 to 40 inclusive in a Plat duly recorded in Lucas County Plat Records with the following legal description: The west 4 acres of the northwest 1/4 of the northwest 1/4 and the east 6 acres of the northeast 1/4 of the northeast 1/4 of Section 17, Town 9 South, Range 7 East, excepting therefrom the north 160 feet, Washington Township, 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 referred to herein is now owned by it respectively.

NOW THEREFORE, it hereby adopts this subdivision into lots as shown and dedicates for public use the ways hereon shown. It hereby reserved for itself, its successors and assigns, the right to use and permit the use of a strip of land 5 feet in width, along the rear of each lot, and a strip of land 5 feet in width along the side of each of several lots, as shown herewith, for the construction and maintenance of public or quasi-public utilities or plan for the better and uniform improvement and development of Garrison Place Subdivision, 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 herinafter set forth:

1. Said lots shall be used for residence purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than
a one detached single-family dwelling not to exceed one story in height and a
private garage for not more than two cars.

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 architectural control committee as to the
quality of the workmanship and materials, harmony of external design with exist-
ing 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
$9,500.00 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 one story open porches and garages
shall be not less than 768 square feet for a one story dwelling.

4. No building shall be located on any lot nearer than the minimum
building setback lines for front lot lines and side street lot lines as shown
on the recorded plat. In any event no building shall be located on any lot nearer
than 30 feet of the front lot line, or nearer than 25 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 acces-
sory 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 saves, 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 50 feet in width and shall have no less
than a minimum area of 5,000 square feet. No dwelling erected in this subdivision shall have an area less than 768 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 affected 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, 1950.

IN WITNESS WHEREOF, The Land Developers of Toledo, Incorporated, by Robert Thyer, its President, and Leonard Thyer, its Vice-President, and William T. Beaumel, its Secretary-Treasurer, thereunto duly authorize, has hereunto set its hand 29th day of October, 1951.

The Land Developers of Toledo, Incorporated,
Robert Thyer, President,
Leonard Thyer, Vice-President,
William T. Beaumel, Sec.-Treas.

Two witnesses.

Sworn and Subscribed to October 29, 1951, before a Notary Public, Lucas County, Ohio, (Seal).