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, WATERWAY PRODUCTS, INC., an Ohio Corporation, hereinafter called "Owner", is the owner in fee simple of the following described real estate:

Lots numbers one (1) through thirty (30), both inclusive, and lettered Lots "A" and "B", all in GLEN VALLEY, a Subdivision in the City of Toledo, Lucas County, Ohio, hereinafter for convenience referred to as "GLEN VALLEY".

AND WHEREAS, said Owner desires to establish a general plan for the development of said Glen Valley, and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW THEREFORE, said Owner, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare, covenant, and stipulate that all lots as numbered above shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument;

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner, and all persons claiming under or through it until the 1st day of January, 1976, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by the then owners of a majority of the lots numbered above 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 filed for record with 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.

2. Invalidation of any of the restrictions and covenants herein by judgment or Court Order or by act of the owners as provided in (1) above shall in no way effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. No liquor, whether spirituous, venous, or fermented, shall be sold or be allowed to be sold on said premises.

4. Said premises shall not be used or be permitted to be used for any business purposes, and no noxious or offensive activity shall be carried on upon any part of said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

5. All of the above numbered lots in Glen Valley shall be described as and known as residential lots and no structures shall be placed on any such residential lot other than one (1) single family dwelling and a private garage of not less than two (2) car capacity which must be made an integral part of the main residence structure.
6. No building, structure, porch or basement shall be erected, placed or altered on any such residential lot numbered above until the building plans and specifications and a plot plan showing the location of such building have been approved in writing by the Building Committee of Glen Valley as to the architectural design, size, quality and cost of such building and as to its location with respect to topography and finished ground elevation. The Building Committee of Glen Valley shall consist of Kermit C. Rudolph, Robert A. Mericle and Anthony J. Falzone. In the event there is a resignation, disability or death of any member of said Committee, the remaining members shall choose his successor. Through unanimous consent, the record holders of one hundred (100) per cent of the lots in said Subdivision shall have the power, at all times, through a duly recorded instrument, to change the membership of the Committee, to fill vacancies therein, and to withdraw from the Committee, or to restore to it, any of its powers and duties herein set forth and defined.

7. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line or nearer to the side lot line than the minimum building set-back lines shown on the recorded plat or nearer than ten (10) per cent to the side lot line of any of said lots, or according to the building code of the City of Toledo.

8. No more than one (1) single family dwelling shall be erected on any one (1) lot but nothing herein contained shall be construed to prevent the purchase of two (2) adjoining lots by a single owner and the erection of a single residence on or about the center of the parcel created by the joining of the two (2) lots.

9. Other than two (2) dogs, two (2) house cats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said lots.

10. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

11. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period a building is being erected upon said such lot, building materials may be stored thereon. However, any building material not incorporated in said building within ninety (90) days after its delivery to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning of construction.

12. No trash, barrel, outdoor fireplace or other device expelling gases shall be placed within twenty (20) feet of any boundary line of adjoining lots.

13. No portion of any lot between the building line as shown on the plat and any road, avenue or street, exclusive or porches, shall be used for any purpose other than that of lawn or shrubbery, and no fence shall be built between the building line and the street line, as shown on the plat.

14. No ornamental fence, hedge or wall shall exceed four (4) feet in height.
15. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

16. No sod, dirt, or gravel, other than that incident to construction of permitted structures, shall be removed from said premises without the approval of the Building Committee of Glen Valley.

17. Any tent, housecar, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

18. Masonry chimneys shall be used for the primary chimney. Wood windows will be required on the front of all residences in Glen Valley.

19. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said WATERWAY PRODUCTS, INC., has caused its corporate name to be subscribed to these presents by its President and Assistant Secretary the 11th day of August, 1965.

Two Witnesses. Signed and acknowledged August 11, 1965 by WATERWAY PRODUCTS, INC., by John F. Schoen, President and Charles E. Breese, Assistant Secretary, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record August 11, 1965 at 11:46 A.M. and recorded in Volume 2156 of Mortgages, page 468.