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.
PROTECTIVE COVENANTS FOR GRANDVIEW WOODS
A SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

Part A. Preamble.

The purpose of these covenants is to guarantee to present and future owners, their heirs and assigns, of the realty described below, that all dwellings built on lots enumerated below, maintain their character, attractiveness and value of each individual lot, and of the whole property; and further that there shall be a general plan of uniform restrictions known to each owner for the improvement of said lots designed to make the tract more attractive for residential purposes.

As of this date, October 3, 1959, Pyle Development Co. are the owners of lots numbered 2, 3, 4, 11, 12 and 13 and Clifford D. Raitz and Olive R. Raitz are the owners of lot numbered 1, and Gene A. Phillips and Virginia M. Phillips are the owners of lot numbered 14.

Part B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to all lots enumerated above.

Part C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars. Said restrictions are not meant to exclude split level structures.

C-2 ARCHITECTURAL CONTROL

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 workmanship and materials, harmony of external design with existing structures, and as to 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 the minimum building setback line unless similarly approved. Approval shall be as provided in Part D. No fence shall exceed 3 1/2 feet in height, nor shall extend nearer the street than the main foundation of the building, except as approved by Committee. All houses on lots 2, 3, 4, 11, 12 and 13 shall be of brick or stone veneer construction or other material approved in writing by the Architectural Control Committee; also to include lots 1 and 14.

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than $20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better that that which can be produced on the date these covenants are recorded at the minimum cost 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 1,400 square feet for a one-story dwelling.

C-4 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than 50 feet.

C-5 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

C-6 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Not more than one dog or one cat shall be permitted at any residence.
C-7 TEMPORARY STRUCTURES

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

C-8 VILLAGE ZONING RESTRICTIONS

In addition to the foregoing covenants, Grandview Woods is further protected by the full Zoning Restrictions and requirements of the Washington Township, Lucas County, with which these covenants agree.

C-9 TRANSFERS AND/OR CONVEYANCES

No lot shall be sold, transferred, conveyed or deeded to any person or persons without first obtaining the written approval of at least two of the members of the Architectural Control Committee; in being the intent and purpose of this restriction to protect the owner or owners of their lots in this Plat from conveyance of property to person or persons of questionable character and/or of undesirable moral standards.

Part C. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The architectural control committee is composed by Raynor B. Pyle, Birdie H. Pyle (husband and wife) both of 2211 Berdan Avenue, Toledo, Ohio, and C. C. Rooney, of 1964 Upton Avenue, Toledo, Ohio.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

D-2 PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in
any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

Part E. GENERAL PROVISIONS

E-1 TERM

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT

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.

E-3 SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In consideration of the premises and the enhancement in value of said GRANDVIEW WOODS, a Subdivision in Washington Township, Lucas County, Ohio, PYLE DEVELOPMENT CO., Clifford D. Raitz, Olive R. Raitz, Gene A. Phillips and Virginia M. Phillips do hereby declare, severally and individually, and establish the foregoing covenants and restrictions, and execute the same at Toledo, Ohio, this 14th day of December 1959.

Signed:  PYLE DEVELOPMENT CO.,
By Raynor B. Pyle, President,
By Birdie H. Pyle, Secretary.
Clifford D. Raitz,
Olive R. Raitz,
Gene A. Phillips,
Virginia M. Phillips.
Six witnesses, two as to each signature.

Acknowledged December 14, 1959 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record June 24, 1960 at 10:12 A.M. and recorded in Volume 1974 of Mortgages, page 328.

By Instrument dated September 21, 1960, received for record October 10, 1960 at 12:59 P.M. and recorded in Volume 1987 of Mortgages, page 486, all the owners of Grandview Woods agreed to void, make unenforceable and of no effect whatsoever, the provisions in Section C-9 of Restrictive Covenants set forth above.