HENRY W. BRUNINGS
MAYFAIR PLACE
PLAT 6

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DECLARATION OF RESTRICTIONS

WHEREAS, Henry W. Bruning of Toledo, Ohio, hereinafter called "Owner", is the owner in fee simple of the following described real estate, to-wit:

Lots numbered 205 to 210, both inclusive, in Henry W. Bruning's Mayfair Place Plat Six, an Addition in the City of Toledo, Lucas County, Ohio;

and,

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinabove described is now owned by him, and subject to which the lots aforesaid are to be conveyed by him, respectively.

NOW THEREFORE, in consideration of the premises and in consideration of the enhancement in value of said property and to afford purchasers thereof due and ample protection in the use and occupancy of the same and to provide a general plan of development of lots in said subdivision designed to make the same more attractive for the purchasers thereof, the undersigned Owner does for himself, his heirs and assigns, hereby declare and stipulate that each of the lots in the aforesaid subdivision shall be conveyed by him subject to the following restrictions, covenants and conditions, to-wit:

1. The covenants and conditions herein set forth shall run with the land and shall be binding on the undersigned and all persons claiming under or through the undersigned for a period of 25 years from the date hereof and continually thereafter unless and until any proposed change shall have been approved in writing by the owners of the legal title to a majority of said lots.

2. No building, fence, wall, garage, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing nature, kind, shape, type, material, color scheme and location of such structure on the lot, ground or grade elevation, has been submitted to and the approval thereof secured by endorsement in writing thereon of a committee of three persons known as Mayfair Place Committee consisting of Henry W. Bruning, Odis B. Brookhart and Louis H. Hild. Upon the death or resignation of any member of said committee the vacancy so caused may be filled by the remaining two members of the committee and as and when 2/3 or more of the lots in said subdivision have been sold then said lot owners may select a committee of three who shall have all the rights and powers herein vested in the original committee. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. The lots in said subdivision shall be used for residential purposes only and no dwelling shall be erected, altered or placed on said lots other than one single family dwelling not to exceed two stories in height, together with a private garage for not more than two automobiles.
4. No single story residence, home or dwelling shall be erected or permitted upon any of said lots which contains a ground floor area exclusive of open porches and garages, of less than 800 square feet.

5. No dwelling shall be permitted on any lot at a cost of less than $10,000.00 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 the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

6. No dwelling shall be located on any lot nearer to the front line than the minimum building setback lines shown on the recorded plat.

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

8. No noxious or offensive activities shall be carried on upon any of said lots nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, nor shall any commercial trade or activity or advertisement in connection therewith be conducted upon any of the lots herein described.

9. No fence, wall, or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building setback line shown on the recorded plat nor shall any such fence, wall or hedge be erected on any part of said lots in excess of four feet in height, without prior written approval of the Mayfair Place Committee.

10. If the owners of any of the lots in said subdivision, their heirs or assigns, shall violate any of the covenants herein contained it shall be lawful for any person, firm or corporation having any interest in any part of the lots herein described to take necessary proceedings at law or in equity to abate or enjoin such violation and to recover damages therefor. 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.

11. Doris S. Bruning, wife of said Henry W. Bruning does hereby consent to the within restrictions and all the terms and provisions thereof.

Executed as of this 22nd day of October, 1964.

Henry W. Bruning
Doris S. Bruning

No witnesses.

Acknowledged October 22, 1964 before a Notary Public, Lucas County, Ohio (seal).

Received for record October 30, 1964 and recorded in Volume 2130 of Mortgages, page 779.