LAUREL FARMS
PLATS 1 AND 2

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
LAUREL FARMS PLATS I AND II

WHEREAS, JOHN D. ST. CLAIR and BARBARA J. ST. CLAIR, husband and wife, are the owners of Lot number seven (7), JIM D. OLDHAM and KATHLEEN M. OLDHAM, husband and wife, are the owners of Lot number four (4), RICHARD H. DEHM and IDA J. DEHM, husband and wife, are the owners of Lot number twelve (12), J. CLAUDE BIRET and YVETTE R. BIRET, husband and wife, are the owners of Lot number eight (8), ALL in LAUREL FARMS PLAT I, a SUBDIVISION in the City of Toledo, Lucas County, Ohio, and PEOPLE'S SERVICE COMPANY, INC., is the owner of ALL of the remaining Lots in LAUREL FARMS PLATS I AND II, SUBDIVISION in the City of Toledo, Lucas County, Ohio.

WHEREAS, said OWNERS desire to establish a general plan for the development of LAUREL FARMS PLATS I AND II, which will be for their own benefit and the benefit of all future owners or occupants of all or any part of said premises of any lot, lots or part thereof, located and situated in LAUREL FARMS PLATS I AND II, and in order to perpetuate such Subdivisions as an architecturally harmonious, artistic and desirable district and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said Subdivisions:

NOW THEREFORE, the owners, in consideration of the enhancement in the value of said property and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each and every person who now is or shall hereafter be the owners of any interest in and to any lot, or part thereof in LAUREL FARMS PLATS I AND II, and by reason of the adoption of the Restrictions hereinafter set
forth, owners do for themselves, their successors and assigns, hereby
declare and stipulate that said lots shall be conveyed subject to the
Restrictions hereinafter declared and that the same shall run with the
land:

DURATION OF RESTRICTIONS.

1. These covenants and restrictions shall bind and run with the
land and shall be binding upon said owners and all persons claiming
under or through it, until twenty-five (25) years from the date hereof,
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 in LAUREL FARMS PLATS I and II 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 recorded in the Office of 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.

LAND USE AND BUILDING TYPE

2. No lot shall be used except for residential purposes and only
one residence for occupancy by single family may be erected. Such
single family dwellings to be erected shall be confined to one (1) story,
one and one-half (1 1/2) story, and two (2) story buildings, and shall
include a two or three car attached, or detached, garage for private
use only, and said garage shall conform architecturally to the dwelling
house. Each house shall contain a minimum of 1,350 sq. ft. of living
space without garage.
BUILDING LOCATION SET BACKS

3. No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat of said Subdivisions. No building shall be located nearer to the rear lot line than shall be approved in writing by said Architectural Control and Plan Approval Committee.

LOT USE

4. No portion of any lot nearer to any street than the building set back line or lines shown upon the recorded plat of said Subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamentations for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon and the construction or planning of a fence of any kind. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and failing in which People's Service Company, Inc., may cause same to be cut or removed at expense of said lot owners. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain upon said lots, unless and until the written consent of People's Service Company, Inc., and/or Architectural Control and Plan Approval Committee shall have been first obtained therefor, which consent may specify in writing the type, height, width, color, upkeep and any general conditions pertaining thereto.

ARCHITECTURAL CONTROL AND PLAN APPROVAL COMMITTEE

5. No dwelling, swimming pool, fence, hedge, wall, grading, platting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on said
lot or to the buildings located on said lot until the plans and specifications of said improvements, or change showing the nature, kind, materials, floor, plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the material with which it is to be built, to the site upon which it is proposed to erect the same, the harmony there-of with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level.

Architectural Control and Plan Approval Committee shall determine and set all house grades, all roofs to be gable or hip type construction with minimum pitch of 4" in 12". Maximum ridge height for two-story building shall be twenty-two (22) feet above first floor level, or may be varied with written approval or Architectural Control and Plan Approval Committee.

6. Said Architectural Control and Plan Approval Committee shall at all times be composed of not less than three (3) members appointed by the developer, People's Service Company, Inc., who shall be empowered to fill vacancies upon said Committee. The original members of said Committee shall be E.O. Knowles, Henry W. Goranson, Carl Windnagle, and Margaret Liggett.

Until such time as said lot owners shall become members of said Committee, the approval in writing of any two members of said Committee,
of Laurel Farms Plats I and II as originally constituted, shall be sufficient for the approval of plans and specifications which may come within the purview of said Committee.

NOXIOUS USES, ETC.

7. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, nor shall any noxious, offensive, unhealthful or unreasonable disturbing activity be carried on upon any part of said LAUREL FARMS PLATS I and II, nor shall anything be done thereon which may be or become an annoyance or nuisance in said LAUREL FARMS PLATS I and II. No well for gas, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed, or suffered to remain upon any of said residential lots.

8. All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to PEOPLE'S SERVICE COMPANY, INC., the developer, or the Architectural Control and Plan Approval Committee at the office of PEOPLE'S SERVICE COMPANY, INC., the developer. The Committee shall approve or disapprove said Plans and Specifications in writing within thirty (30) days from date of their submission, and PEOPLE'S SERVICE COMPANY, INC., the developer, shall keep records thereof.

UTILITY EASEMENTS

9. PEOPLE'S SERVICE COMPANY, INC., reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the Plats of LAUREL FARMS PLATS I and II, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer
lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in LAUREL FARMS PLATS I and II, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

NUISANCES

10. No animals, rabbits, or poultry of any kind, character, or species of fowl or livestock, shall be kept or maintained upon any part of any lot or tract. PEOPLE'S SERVICE COMPANY., INC., and the Architectural Control and Plan Approval Committee reserve the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of LAUREL FARMS PLATS I and II. The keeping within any dwelling house of two (2) domestic dogs or cats is hereby permitted, so long as such dogs or cats do not become a nuisance to the owners or occupiers of lots in said Subdivisions.

TEMPORARY STRUCTURES

11. No structure or a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in these Subdivisions as a residence.

OFFICES

12. No office, whether commercial or professional, shall be erected or maintained in any residence in said Subdivisions, but the same shall be used for residential purposes only and not otherwise.

CONSTRUCTION REQUIRED TO BE OF CONCRETE

13. All driveways, turnarounds, sidewalks, and patios shall be concrete or asphalt construction.
TEMPORARY STORAGE

14. No boats, trucks or trailers, etc., shall be stored or parked in the yards or on the driveways of any of said lots in said Subdivisions. If any item is stored on the premises, it shall be housed completely within the garage.

NEW CONSTRUCTION

15. No existing building may be brought from another location and moved upon any lot in said Subdivision for any purpose whatever, including remodeling, it being the intent of these Restrictions that all construction in said LAUREL FARMS PLATS I and II shall be new and not remodeled construction.

DEBRIS AND RUBBISH

16. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivisions except such as may be stored in a garage, basement, underground containers, or approved outside containers concealed by shrubbery or other approved screening.

If adjoining lots have been used with permission in construction of houses, the same must be graded to close all ruts and holes and all debris must be removed.

FENCES

17. No fencing of any type will be installed in the front of the dwelling or closer to the street than any part of the lot that abuts onto a street, or closer than any part of the dwelling. Any type of fencing for the rear portions of the lot, other than normal chain link fence not over 4 feet in total height, shall not be installed without the submission of plans and specs and their approval in writing the same as shown in No. 2 above.

ENFORCEMENT

18. PEOPLE'S SERVICE COMPANY, INC., its successors and assigns, reserves and is hereby granted the right in case of any violation or
breach of any of the Restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violations or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by PEOPLE'S SERVICE COMPANY, INC., and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry abatement or removal. A failure of PEOPLE'S SERVICE COMPANY, INC., its successors and assigns, to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and PEOPLE'S SERVICE COMPANY, INC., its successors and assigns, shall at any and all times have the right to enforce the same.

RIGHT TO MODIFY

19. In connection with the provisions herein contained and with special reference to the Architectural Control and Plan Approval Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, PEOPLE'S SERVICE COMPANY, INC., developer, may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.
HARDSHIPS

20. The Architectural Control and Plan Approval Committee as hereinbefore constituted in addition to the foregoing, may annul, waive, change or modify any of the covenants, reservations, and restrictions herein contained as to any lot in said Subdivisions, which will not, if such action be taken, materially injure or damage any lot in said Subdivision. The provisions of this Item No. 20 shall not be construed or interpreted to authorize any change from the declared intentions and sense of these restrictions of keeping and maintaining this Subdivision as a highly restricted and desirable residential Subdivision for single family residences only.

SUB-DIVIDING LOTS

21. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of PEOPLE'S SERVICE COMPANY, INC., the developer.

FAILURE TO ENFORCE

22. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

VARIANCES

23. In all instances where plans and specifications are required to be submitted to the Architectural Control and Plan Approval Committee as hereinbefore set forth and are regularly approved in writing, and it subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance from said written approval shall be deemed a violation of these Restrictions, and shall be the subject of any action to abate as hereinabove provided, by PEOPLE'S SERVICE COMPANY INC., the developer.
IN WITNESS WHEREOF, SAID OWNERS have cause their names to be subscribed to these presents this 14th day of MAY, 1973.

PEOPLE'S SERVICE COMPANY, INC.

By: E.O. Knowles, President
Henry W. Goranson, Secretary
John D. St.Clair
Barbara J. St.Clair
Jim D. Oldham
Kathleen N. Oldham
Richard H. Dehm
Ida J. Dehm
J. Claude Biret
Yvette R. Biret

Three Witnesses, two as to each signature.

Acknowledged May 14, 1973, by said People's Service Company, Inc., by said officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio. (Seal).


Received for record May 21, 1973 at 11:12 A.M., and recorded in Volume 2677 of Mortgages, page 72.
AMENDMENT
TO
DECLARATION OF RESTRICTIONS
LAUREL FARMS PLATS I AND II

WHEREAS, PEOPLE'S SERVICE COMPANY, INC., and several individual owners of lots therein, have established a General Plan for the development of LAUREL FARMS PLATS I and II, by the adoption of a Declaration of Restrictions therefor, recorded in Volume 2677, page 72, of the Mortgage Records of Lucas County, Ohio:

WHEREAS, AL-JACK'S, INC., owner of Lots Numbers 1, 2, 3, 5, 6, 9, 10, 11, 13 and 14 of PLAT I, and Lots Numbers 15, 16, 17, 18, 19, 67, 68, 69, 70 and 71 of Plat II, was inadvertently omitted from said Declaration of Restrictions.

NOW THEREFORE, AL-JACK'S, INC. agrees with PEOPLE'S SERVICE COMPANY, INC., and the listed individual owners, in consideration of the enhancement in the value of said property and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each and every person who now is or shall be the owners of any interest in and to any lot, or part thereof, in LAUREL FARMS PLATS I and II, and by reason of the adoption of the above Restrictions, owner for itself, its successors and assigns, hereby declares and stipulates that said lots shall be conveyed subject to the Restrictions recorded in Volume 2677, Page 72, of the Mortgage Records of Lucas County, Ohio, and that the same shall run with the land.

AL-JACK'S, INC.
By: Jack R. Luther, President
Alice J. Luther, Secretary

Two Witnesses.

Acknowledged June 9, 1973 by said Corporation, by said Officers, by authority of its Board of Directors before a Notary Public, Lucas County, Ohio. (Seal).

Received for record June 30, 1973 and recorded in Volume 2697 of Mortgages, page 5.