LELAND TERRACE

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DECLARATION OF RESTRICTIONS

WHEREAS, Bernard D. Rice, Trustee, hereinafter called "Owner", is the owner in fee simple of the following described real property, to-wit:

Lots numbers 1 through 34, both inclusive, in Leland Terrace, a Subdivision in the CITY OF TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of the 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 said lots in said Subdivision designed to make the same more attractive for the purchasers thereof, the Undersigned Owner does hereby declare, covenant and stipulate that each of the lots in the aforesaid Subdivision is made, and shall be held, 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 shall continue thereafter unless and until any proposed change shall have been approved in writing by the then owners of the legal title to a majority of said lots and filed for record with the Lucas County Recorder.

2. All of the above numbered lots in Leland Terrace shall be described and known as residential lots; and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than one single family dwelling and a private garage of not more than two car capacity which may or may not be made an integral part of the main residence structure. In the event the garage is not an integral part of the main residence structure, then the said garage location on said lot must comply with the set-back as indicated on the plat, with the side line restriction at Paragraph 6 hereof, and with the Building Code of the City of Toledo.

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

4. No structure shall be erected, altered or placed on any residential lot which shall exceed two stories in height. The ground floor area of any dwelling structure, exclusive of open porch and garage, shall not be less than 700 square feet for a 1 1/2 or 2 story dwelling, nor less than 1,000 square feet for a ranch type dwelling.

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, nor shall any dwelling be located nearer than five (5) feet to any interior lot line.

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 weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

9. No liquor, whether spirituous, vinous or fermented, should be sold or be allowed to be sold on said premises.

10. 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.

11. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building set-back 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 4 feet in height.

12. 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.

Duly executed on December 20, 1965 by Bernard D. Rice, Trustee.

Received for record December 22, 1965 and recorded in Volume 2170 of Mortgages, page 573.