LENGEL'S
ADDITION
PLAT II

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DECLARATION OF RESTRICTIONS UPON LENGEL'S
ADDITION PLAT II, A SUBDIVISION IN
THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

This declaration of restrictions entered into and executed by the undersigned Owner and Developer on the day, month and year hereafter last written; and

WHEREAS, Lengel's Addition Plat II is a subdivision in Toledo, Ohio, in Lucas County, Ohio, which has been subdivided and laid out into lots with certain streets and ways dedicated to public use in accordance with the original plat known as Plat II lots 7 to 16 inclusive, which plat is recorded in Volume 60 at page 15 of the Plat Records of the Recorder of Lucas County, Ohio; and

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvements and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in Lengel's Addition Plat II in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable commercial and multiple unit apartment district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

NOW THEREFORE, in consideration of the premises, and in consideration of the benefits accruing to the undersigned and for the mutual benefit and protection of each and every person who is now or shall hereafter become the owner of any interest in and to any lot or part thereof in Lengel's Addition Plat II, and to include all lots numbered 7 to 16 inclusive, or any part thereof now owned and held by the undersigned, Lengel Meat Packers, Inc. (an Ohio corporation), hereby declare, covenant and agree that all the lots or any part thereof owned by the undersigned in Lengel's Addition Plat II, a subdivision in Toledo, Lucas County, Ohio, will henceforth be held, occupied and conveyed by us subject to certain restrictions set forth hereinbelow, and the undersigned for themselves and their successors and assigns specifically agree to include said restrictions in any and all instruments or conveyances affecting said premises, it being hereby covenanted that said restrictions shall run with the land, and that the following restrictions are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and to all lots 7 to 16 inclusive, or parts thereof in said Lengel's Addition Plat II, as a general plan, and shall be binding upon all owners of any interest in and to said property, their grantees, tenants, heirs, executors, administrators, legal representatives, successors and/or assigns in the manner following, to-wit:

(a) All lots shall be used for commercial use or multiple
family use as dictated by the City of Toledo zoning. No structure shall be erected, altered, placed or permitted to remain on any lot other than herein described and shall not exceed two stories in height.

(b) There shall not be erected, permitted or maintained on said lot any stable, cattle yard, hog pen, fowl house, or yard, cesspool privy vault or any form of privy; nor shall any live poultry, hogs, cattle or other live stock, or noxious, dangerous or offensive thing, whether of the character of those herein before enumerated or not, be permitted or maintained thereon.

(c) A perpetual easement is reserved in and granted to Developer over that part of each lot for purposes of utility installations and maintenance, as shown upon said recorded Plat as "5' Utilities Easement"; with the full and unrestricted power to grant right-of-way and/or easements thereon for such purposes to public utility corporations and/or governmental authorities.

(d) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot therein known and zoned as a multiple family residential lot.

(e) A chain link fence, not in excess of 72" in height may be built along the rear or side yards. No fences shall be built in front yards. No solid type fence or wood fence shall be permitted.

(f) These covenants are to run with the land and shall be binding upon and inure to the benefit of all lot owners and all persons claiming under them until 30 years after date hereof, at which time said covenants shall be automatically extended for successive periods of 10 years unless the owners of a majority of the lots in the Plat elect in writing to amend, change or terminate the restrictions as to the Plat.

(g) No building or other structure shall be erected, moved or maintained on any lot unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure which shall be submitted in duplicate to an architectural control committee, consisting of Joseph V. Lengel, Ray I. Blanchard and Paul J. Fuller. 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.

Approval of such plans and specifications shall be endorsed upon said plans and specifications before construction is started.

Said Committee, its successors and assign, may at its option disapprove any plan which in their opinion may not blend
with the buildings either built or planned for the future in
said Lengel's Addition Plat II by reason of architectural design,
area, size, appearance, harmony, taste, type of material or
esthetic appeal.

(h) Setback lines shall be observed as indicated on
the recorded plat; being 75' from the center line of Glanzman
Road and 55' from the center line of Tedrow Road.

Additionally a 25' side yard building line must be
observed on the west 25' of lot no. 8 and the west 25' of lot no. 16.

(i) No fence, wall, walks, driveways, parking areas,
TV or Radio Aerials or exterior signs shall be erected, installed
or maintained unless the plans, in duplicate, including a plot
plan in duplicate has been submitted to the architectural committee,
and the approval of said committee has been endorsed thereon.

(j) No lunch room, hamburger stand or similar type of
business requiring drive-in service, with consumption of foods or
beverages of any kind or description in automobiles, shall be
permitted.

(k) No exterior loud speakers which might be an anno-
ynce in the opinion of the architectural committee shall be allowed.

(l) All exterior and exposed walls of any building from
grade to roof line shall be of face brick masonry, stone, glass,
aluminum or combination thereof, or of any material approved by
the architectural committee, but in no event will raw exposed con-
crete block walls be allowed.

(m) All signs on buildings or attached marqueses must
be limited to identification of the business and not the product
unless approved by said architectural committee.

(n) All rubbish and garbage containers shall be kept
in an enclosed building. Any building using an incinerator shall
use an incinerator guaranteed by the manufacturer and owner to
eliminate fly ash, and noxious odors.

(o) If any lot owner shall violate or attempt to violate
any of the covenants herein, it shall be lawful for any other person
or persons owning any real property situated in said development or
subdivision to prosecute any proceedings at law or in equity against
the person or persons violating or attempting to violate any such
covenant and either to prevent him or them from so doing or to recover
damages for such violation or both.

(p) If any of the covenants or restrictions herein
contained are held invalid by judgment or court order, the remainder
of the covenants or restrictions shall not be affected thereby and
shall remain in full force and effect.
(q) In no event shall any of the foregoing restrictions or covenants apply to lots numbered 17 and 18 in Lengel’s Addition Plat II.

IN WITNESS WHEREOF, the undersigned Lengel Meat Packers, Inc. as Owner and Developer of all the Lots in Lengel’s Addition Plat II, has hereunto subscribed its name and executed this Declaration of Restrictions this 19th day of October, 1962.

Lengel Meat Packers, Inc.  
(Developer)  
By: Joseph V. Lengel, President  
By: Norma Lengel, Secretary

Two witnesses.

Acknowledged October 19, 1962 by said company, by said officers, by authority of its Board of Directors in Lucas County, Ohio before a Notary Public, State of Ohio, (seal).

Received for record October 24, 1962 and recorded in Volume 2059 of Mortgages, page 705.