McGREGOR HEIGHTS PLATS 1-3

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

Whereas Stanbery Homes, Inc. is the owner of all of the lots in the following subdivisions in the City of Toledo, Lucas County, Ohio:

McGregor Heights Plat One,
McGregor Heights Plat Two, and
McGregor Heights Plat Three;

the original Plat for which subdivisions are recorded in Volume 68, Page 23, Volume 68, Page 24, and Volume 68, Page 26, respectively, of Lucas County, Ohio, Record of Plats; and

Whereas said owner desires to impose reasonable and beneficial restrictions upon the use, occupancy, improvement and enjoyment of said property which are uniform in their provisions, duration, operation and effect;

Now, therefore, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said property as an architecturally harmonious and desirable residential area, said owner for itself, its successors and assigns, and for the regulation and protection of each and every person, his or her or its heirs, successors, executors, administrators, legal representatives and assigns, who shall in the future be the owner, occupant or tenant of any interest in or to any of said property, in the improvement, development, use, occupancy and enjoyment thereof, does by the execution and recording of this declaration of restrictions, hereby restrict the improvement, development, use, occupancy, and enjoyment of said property to the extent and in the manner following, to-wit:

1. Each and every of said lots shall be used exclusively for residential purposes.

2. Except for lots one (1), two (2) and three (3) in McGregor Heights Plat One, there shall not be erected, placed or suffered to remain on any of said lots, any building or structure other than one (1) private dwelling house not to exceed two (2) stories in height, designed and intended for the occupancy of one (1) family only, and a private garage, attached or separate, for not more than two (2) automobiles.

3. No building shall be erected, placed or altered on any of said lots until the construction plans and specifications therefor and a plot plan showing the location of the
structure upon the lot, shall have been submitted to and approved by the said Stanbery Homes, Inc., or its nominee therefor, as to quality of workmanship and materials, harmony of exterior 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 of said lots nearer to any street than the minimum building set back line as delineated upon the recorded plat of said subdivision, unless similarly approved.

4. No dwelling shall be permitted on any lot costing less than fifteen thousand ($15,000.00) dollars based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all the dwellings shall be of quality of workmanship and materials of substantially the same or better quality than can be produced as of the date of the recording of these covenants at the minimum cost standard herein for the permitted dwelling sizes. The ground floor area of the main structure, exclusive of one (1) story open porches and garages, shall be not less than nine hundred (900) square feet for a one (1) story dwelling, nor less than seven hundred fifty (750) square feet for a one and one-half (1 1/2) story dwelling, nor less than six hundred (600) square feet for a two (2) story dwelling.

5. No building shall be located on any of said lots nearer to the front line or side street line than the minimum set back lines as delineated upon the recorded plat of said subdivision, and no building shall be located nearer to any interior lot line than is permissible under public zoning regulations applicable thereto. The side line restrictions shall not apply to an approved garage located on the rear one-quarter (1/4) of any lot.

6. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of either a temporary or permanent character, trailer, basement, tent, shack, dog house, play house, garage, barn or other outbuilding shall be erected without the written approval of Stanbery Homes, Inc. or its nominee therefor, and such structures shall not be used as a residence either temporarily or permanently.
8. No wines, liquors, beer or other intoxicants shall be manufactured commercially or sold on any lot.

9. At the time of construction of any dwelling on any lot, the owner of said lot shall construct or cause to have constructed a public sidewalk across the entire frontage, and where applicable the side street frontage, of said owner's property located within the public right-of-way of all streets within said subdivision. Such sidewalk shall be constructed in conformity to the public regulations applicable thereto.

10. At the time of construction of any dwelling on any lot, the owner of said lot shall install or cause to have installed a sodded front lawn. Said front lawn shall have a width equal to the frontage of said lot and a depth equal to a distance measured from the curb of the street to the front of said dwelling. Sodded lawns shall be installed on all lots having side street frontage at the direction of said Stanberry Homes, Inc., or its nominee therefor.

11. Power of approval, interpretation and administration of these covenants shall be vested in the Stanberry Homes, Inc. as long as said company shall retain ownership of any parcel of said land. When the Stanberry Homes, Inc. no longer retains ownership of any parcel of said land, the power of approval, interpretation and administration shall be vested in an architectural control committee. The architectural control committee shall be composed of three (3) members elected by a vote of a majority of the property owners of said land. Each owner shall have one vote for each lot owned by him. A majority of the committee so elected may designate a representative to act for it. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its representative, shall be entitled to any compensation for services performed pursuant with this covenant. At any time, the then record owners of a majority of said lots, shall have the power through a duly executed and recorded instrument, to change the number of members of the committee or to withdraw from the committee or restore to it, any of its powers and duties.

12. 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 thirty (30) days after plans and specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. These covenants shall run with the land and be binding upon all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of a majority of said lots has been recorded, agreeing to and directing the change of said covenants in whole or in part.

14. Enforcement of these covenants 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.

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

IN WITNESS WHEREOF, said Stanbery Homes, Inc. has caused its corporate name to be subscribed to these presents by its President and Secretary thereunto duly authorized, on this 25th day of August in the year of our Lord, one thousand nine hundred and seventy-two.

Signed in the presence of:

STANBERY HOMES, INC.

RAY C. STANBERY
President

BRUCE W. STANBERY
Secretary

STATE OF OHIO )
LUCAS COUNTY )

BEFORE ME, a notary public in and for said county and state, personally appeared Ray C. Stanbery and Bruce W. Stanbery, the President and Secretary, respectively, of the said Stanbery Homes, Inc., an Ohio corporation, which corporation executed the foregoing Declaration of Restrictions, who acknowledged that being duly authorized in the premises
they did sign said instrument on behalf of said corporation; and that the signing thereof is their free act and deed individually and as such officers and the free and corporate act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of June 1972.

Charles E. Brown
Notary Public

[Seal]