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RESTRICTIONS
for
MILTON PLACE FIRST ADDITION

WHEREAS, the parties to this agreement are the owners of record of the lots in MILTON PLACE FIRST ADDITION, an Addition in the City of Toledo, Lucas County, Ohio, designated after their signatures hereeto; and

WHEREAS, the building restrictions hereofore existing upon said lots expired on June 28, 1942; and

WHEREAS, it is the desire of the parties hereto to adopt new restrictions on said lots in order to enhance the value and desirability of property in said Addition and to afford the owners and purchasers thereof due and ample protection in the use and occupancy thereof for the purpose for which the same is designed;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is specifically agreed by and between the parties hereto, for the benefit of themselves and all subsequent owners of lots in MILTON PLACE FIRST ADDITION, an Addition in the City of Toledo, Lucas County, Ohio, that the lots in said addition owned by the parties to this agreement are held and shall be hereafter conveyed subject to the following restrictions and conditions:

1. All lots in said addition, except lots numbers 1, 2, 3 and 4 which may be used for commercial, residential, religious or educational purposes, shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No. building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than 30 feet to the front lot line nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

3. No residential structure, shall be erected or placed on any building plot which plot has an area of less than 4800 square feet or a width of less than 40 feet at the front building set-back line.
4. No residence shall be erected or placed upon any of said lots costing less than $3,500.00. The ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than 650 square feet in the case of a one story structure nor less than 500 square feet in the case of a one and a half or two story structure.

5. No building or other structure shall be erected, placed, or altered on any building lot which is not in conformity and harmony of external design with existing structures in the addition and as to location of the structure in conformity with these restrictions.

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

7. No trailer, basement, tent, shack, garage, barn or other out-building erected upon any of said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. An easement is reserved over the rear 5 feet of lots numbers 35, 36, 37, 48, 62, 64, 148 and 149 for utility installation and maintenance.

9. The aforesaid covenants and restrictions shall run with the land and shall be binding on all parties hereto and each and every person who shall hereafter claim under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

10. If the parties hereto, or any of them, or their heirs or assigns, 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 addition, 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 or other dues for such violation.

11. Invalidaton 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.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this 6th day of January, 1943.

The Toledo Trust Company,

By R. J. Comstock, Its Vice-President.

And Howard Aumend, Its Assistant Secretary.

Owner of Record of lots numbers 132 and 133 (and other lots). (And other owners).

Received for record January 12, 1943 at 1:38 P.M., and recorded in Volume 1212 of Mortgages, page 55.