NEW HORIZENS
BY FULLER
PLAT I

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DECLARATION OF RESTRICTIONS UPON
NEW HORIZONS by FULLER, PLAT I
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

This declaration entered into by and between the parties hereto on the day and year
hereinafter written; and

WHEREAS, New Horizons by Fuller is a subdivision in the City of Toledo, 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 thereof known as Plat I
(lots 1 to 66 inclusive) which Plat is recorded in Volume 62 at pages 8 and 9 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 New Horizons by Fuller, Plat I, in order to perpetuate said subdivision
as an architecturally harmonious, artistic and desirable residential district, and to con-
tinue to maintain and perpetuate the general plan as originally made effective upon the
plating 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 New Horizons by Fuller, Plat I, and to include all lots or any part
thereof now owned and held by the undersigned, Hillway Development Co. (an Ohio
Corporation,) (hereinafter called "DEVELOPER"), we hereby declare, covenant and agree
that all the lots or any part thereof owned by the undersigned in New Horizons by Fuller,
Plat I, a Subdivision in the City of Toledo, Lucas County, Ohio will hence forth 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 convened 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 or parts thereof in said New Horizons by Fuller, Plat I, 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) Lots 1 to 8 inclusive fronting on Alexis Road shall be used for multiple family residential dwellings, not exceeding 2-1/2 stories in height.

Lots 9 to 66 inclusive, shall be used for single family residential occupancy and shall not exceed two stories in height and a private garage for not more than two cars.

(b) No house shall be erected on any lot nearer than the distance shown on the recorded plat to the front lot line, or nearer than five feet to any side lot line. Detached garages not in excess of two car capacity may be built not nearer than three feet to any side lot line.

(c) No manufacturing trade or business enterprise shall be conducted upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No basement, garage nor any other structure other than as permitted hereinafore, shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted on any lot.

No house, Travel, or Truck Trailer; truck tractor or tent (other than children's small play tents) shall be permitted on any lot for any purpose whatsoever.

(e) 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.

(f) 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 and Drainage Easement", with the full and unrestricted power to grant rights-of-way and/or easements thereon for such purposes to public utility corporations and/or governmental authorities.
(g) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot therein known and described as a residential lot.

(h) A chain link fence, not in excess of 42" 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.

(i) 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 said Plat I elect in writing to amend, change or terminate the restrictions as to said Plat I.

(j) No building or other structure shall be erected, moved or maintained on any lot, unless located, 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 undersigned Developer, or a Committee selected by it, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Developer, its successors and assigns, may at its option disapprove any plan which in their opinion may not blend with the houses either built or planned for the future in said New Horizons by Fuller, Plat I, by reason of architectural design, area, size, appearance, harmony, taste, type of material or esthetic appeal.

(k) 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.

(l) 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.

(m) The undersigned Developer, Hillway Development Co., hereby guarantees that it will construct (in the streets or utility easements) and pay for the following improvements in said New Horizons by Fuller, Plat I, storm sewers, water supply lines, pavements and sanitary sewers. In accordance with law, said improvements shall be constructed under
inspection of the proper city governmental authorities; and upon completion, the ownership thereof will pass either by dedication, operation of law or conveyance to the proper governmental authorities. Lots in said addition shall not be assessed by any governmental authority for the cost of said original construction of said improvements; but, of course, will be subject in the future to all lawful assessments by the proper governmental authorities for maintenance, repair and operation of said improvements for the benefit of said lots, together with assessments for reinforcing water lines, intercepting sewers or like public improvements which may be lawfully constructed and assessed in the future for the benefit of said lots.

IN WITNESS WHEREOF, the undersigned Developer, Hillway Development Co., as owners of all of the lots in New Horizons by Fuller, Plat I, have hereunto subscribed their names and executed this Declaration of Restrictions this 25th day of January, 1966.

IN WITNESS WHEREOF, the undersigned as mortgagee, under mortgage recorded in Volume 2172, page 659 of Lucas County Mortgage Records, has hereunto subscribed its name and executed this Declaration of Restrictions, in order to join therein, this 31st day of January, 1966.

Signed by Hillway Development Co. by Paul J. Fuller, President and Frederick R. Fuller, Secretary, and by Peoples Savings Association by E. O. Knowles, President and Secretary.

Four witnesses, two as to each signature.

Acknowledged January 25, 1966 by Hillway Development Co. by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged January 31, 1966 by Peoples Savings Association by said officer, by authority of its Board of Directors, before a Notary Public, State of Ohio (Seal).

Received for record February 16, 1966 at 1:01 P.M., and recorded in Volume 2174 of Mortgages, page 289.