NEW HORIZENS
BY FULLER
PLAT II

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DECLARATION OF RESTRICTIONS UPON
NEW HORIZONS BY FULLER, PLAT II
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 Plat II 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 II (lots 67 to 101 inclusive) which Plat is recorded in Volume 64
at page 14 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 II, in
order to perpetuate said subdivision as an architecturally harmonious,
artistic and desirable residential 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and perpetuate the general plan as originally made effective upon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 New Horizons by Fuller, Plat II, 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 II, a Subdivision in the City of 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 or parts thereof in said New Horizons by Fuller, 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) Lots 67 to 101 inclusive shall be used for a single or two family dwelling and a private garage or carport for not more than four cars. No residence dwelling shall exceed two stories in height. No garage shall be built for other than private use.

(b) No dwelling shall be erected on any lot nearer than the distance shown on the recorded plat to the front lot line, nor nearer than seven 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 hereinabove, 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 trailer, mobile home or truck trailer shall be permitted on any lot except for the purpose of loading and unloading same.

(e) There shall not be erected, permitted or maintained on said lot any stable, cattleyard, 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 "S' Utilities and Drainage Easements", 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.

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

(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 II, by reason of architectural design, area, size, appearance, harmony, taste, type of material or aesthetic 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 II, 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.

The lot owners, at the time of the erection of a dwelling shall build the 4 foot main street sidewalks at their expense in the right of ways. The sidewalks will be 4 inches in depth except at drives where 12 lineal feet of 6 inch depth shall be provided.

IN WITNESS WHEREOF, the undersigned Developer, Hillway Development Co., as owners of all of the lots in New Horizons by Fuller, Plat II, have hereunto subscribed their names and executed this Declaration of Restrictions this 30th day of June, 1969.

HILLWAY DEVELOPMENT CO.

By Paul J. Fuller, President

Two witnesses. By Frederick R. Fuller, Secretary

IN WITNESS WHEREOF, the undersigned as mortgagee, under mortgage recorded in Volume 2271, page 70 of Lucas County Mortgage Records, has hereunto subscribed its name and executed this Declaration of Restrictions, in order to join therein, this 25th day of July, 1969.

(Corporate Seal). FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

By Donald A. Baker, Vice President

Two witnesses. By Florence J. Lupe, Secretary

Acknowledged June 30th 1969 by Hillway Development Co., by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio. (Seal).

Acknowledged July 25th 1969 by First Federal Savings & Loan Association, by said officers, by authority of its Board of Directors.
before a Notary Public, Lucas County, Ohio, (Seal).

Received for record August 22" 1969 and recorded in Volume 2297 of Mortgages, page 132.