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DECLARATION OF RESTRICTIONS
for
PARK LANE PLACE PLAT V

A Subdivision in Adams Township, Lucas County, Ohio

KNOW ALL MEN BY THESE PRESENTS, that The Allied Realty Company, an Ohio Corporation, of Toledo, Ohio, being the present owner of each and every lot in the subdivision known as Park Lane Place Plat V, described as follows, to-wit:

Lots numbers one hundred three (103) to one hundred twenty-six (126), inclusive, in PARK LANE PLACE PLAT V, a Subdivision in Adams Township, Lucas County, Ohio;

for the benefit and protection of said corporation and each of the future owners of each of the lots in said addition, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots in said subdivision hereafter sold, conveyed or transferred, including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

1. All lots in the subdivision shall be used only for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two (2) cars, to be erected at or subsequent to the time of the erection of the dwelling house.

2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than thirty-five (35) feet to the front lot line, or in the case of corner lots nearer than twenty-five (25) feet to any side street line.

No building shall be located nearer than five (5) feet to an interior lot line. The side line restriction, however, shall
not apply to a garage located on the rear one-quarter (1/4) of a lot, except that on corner lots no garage shall be located nearer than twenty-five (25) feet to any side street line. The provisions of this paragraph shall not prohibit the location of single family dwellings on two (2) adjoining lots.

3. The grade line of every residential structure, whether containing basement or not, shall be a minimum of sixteen (16) inches above the top of the curb of the street upon which said residential structure fronts. Multiple level dwellings will be permitted with higher grade lines, but in no case shall the grade line of multiple level dwellings be such as to interfere with the proper drainage of neighboring lots.

4. No industry or trade shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, partially completed house or other outbuilding shall be used on any lot at any time as a temporary or permanent residence.

6. No stable, cattle yard, hog pen, fowl yard or privy vault or any form of privy shall be erected, permitted or maintained on any lot in the subdivision, nor shall any animals, live stock or poultry of any kind be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No noxious, dangerous or offensive thing shall be permitted or maintained in the subdivision.

7. No signs of any character other than those indicating name and/or house number of occupant shall be erected, posted or otherwise displayed on or about any lot, without the written permission of the Company or the Committee appointed by it, which shall have the right, in its or their discretion, to prohibit, restrict and control the size, construction, material, marking, location and height of all such signs. The provisions of this paragraph shall not apply while
the house is under construction.

8. A perpetual easement is reserved over the rear five (5) feet of the lot for utility installation and maintenance with the right in the public utility to trim trees interfering with the operation of its equipment.

9. No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot.

10. The ground floor area of one story houses shall not be less than nine hundred fifty (950) square feet. The ground floor area of one and one-half story houses shall not be less than eight hundred fifty (850) square feet, and the ground floor area of two story houses shall not be less than six hundred (600) square feet. The areas of garages and porches shall in all cases be excluded in determining the ground floor area of any house for the purpose of these restrictions.

11. All two story houses shall have all or part of the following features: a front window, a partial brick front, a second story overhang, window shutters and vestibule entrance.

12. All houses shall be of frame, pressed brick or wood shingle construction; there shall be no stucco or cement block houses.

13. All houses shall have a minimum height of fourteen (14) feet from grade to ridge line and a maximum height of twenty-five (25) feet from grade to ridge line.

14. All garages not connected with the house shall have gable roof construction of 5/12 pitch. The front of each garage shall have the same finish as the front of the house. The roofs of all garages shall match the color and design of the roof of the house. All garages shall have a floor area of not less than three hundred (300) square feet.

15. All driveways shall be of solid concrete or asphalt; there shall be no stone, gravel, dirt or ribbon drive.

16. Any fence erected in front of any house shall have a height of not more than thirty (30) inches; any fence erected in
the rear of the house shall have a height of not more than forty (40) inches. All fences shall be of picket type or wire construction.

17. In addition to complying with the above mentioned restrictions, the architectural design of the house shall be approved by The Allied Realty Company, and for that purpose plans and specifications shall be submitted to the Company for written approval. Such procedure shall be followed until at least fifty (50%) percent of the lot owners are in residence, at which time they may meet to form a Building Committee to adopt such rules and regulations as they may deem advisable for the maintenance and improvement of Park Lane Place. Any such Committee shall continue to function with the power to perpetuate itself after the Company has ceased to exist. Any determination made by the Company or such Committee in good faith shall be binding on all parties in interest.

Approval by the Company or by the Building Committee, as required in these covenants, shall be in writing. In event the Company or its designated representative, or the Building Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if not 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.

18. The above covenants and restrictions shall run with the land, and shall be binding on each and every person who shall hereafter become the owner of any interest in any lot or part of lot, and on those claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

19. Any violation or attempt to violate any of the foregoing covenants or restrictions shall be unlawful. Any person or persons owning any lot in said Subdivision may prosecute any proceeding, at law or in equity, against the person or persons violating or
attempting to violate any of the foregoing covenants or restrictions, to prevent or enjoin them or him from so doing, or to recover damages or other dues for such violation.

20. Invalidation of any one of the foregoing covenants or restrictions by judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

The word "Company" as used herein shall include its successors and assigns.

IN WITNESS WHEREOF, the said The Allied Realty Company has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary this 9th day of May, A.D., One Thousand Nine Hundred and Sixty-three.

Signed by The Allied Realty Company, by John R. Kelsey, President and Clarence H. McGrew, Secretary, with corporate seal.

Two witnesses.

Received for record May 9, 1963 and recorded in Volume 2076 of Mortgages, page 197.