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DECLARATION OF RESTRICTIONS FOR PERNICK PLACE, A
SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, The Allied Realty Company, an Ohio corporation, of
Toledo, Ohio, hereinafter referred to as the "Company", is the record owner in
fee simple of certain lots in Perneck Place, a Subdivision in the City of
Toledo, Lucas County, Ohio, and,

WHEREAS, it is desirable that reasonable restrictions upon the
manner of use, improvement and enjoyment of said lots be imposed upon the same;
and the Company desires to make known said restrictions subject to which said
lots will hereafter be conveyed by it,

NOW, THEREFORE, in consideration of the premises, the Company, as
the owner of certain lots, being desirous of establishing restrictions upon
said lots, and in consideration of the enhancement in value thereof, and to
afford purchasers due and ample protection in the use and occupancy thereof,
for the purposes for which the same are designed, hereby declares that the
hereinafter enumerated lots now owned by the Company, to-wit:

Lots Numbers One (1) to Thirty-seven (37) inclusive in
Pernick Place, a Subdivision in the City of Toledo, Lucas
County, Ohio,

are held by it and shall be hereafter conveyed by it subject to the restrictions
hereinafter set forth:

1. All lots in the Subdivision shall be known and described as
residential lots. No structures shall be erected, altered, placed, or permitted
to remain on any residential building plot other than one single family
dwelling not to exceed two stories in height and a private garage for not more
than two cars, to be erected at the same or at a subsequent time.

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 nearer to the front
lot line than Twenty-five (25) feet, nor in the case of corner lots nearer to
a side street than Twenty-five (25) feet. No building shall be located nearer
to the side lot line than Five (5) feet. The side line restriction, however,
shall not apply to a garage located in the rear one-quarter (1/4) of a lot,
except that on corner lots no garage shall be permitted nearer than twenty-five
(25) feet to the side street line. This paragraph shall not prohibit the loca-
tion of a single family dwelling on two adjoining lots.

3. The grade line of every residential structure, whether con-
taining basement or not, shall be sixteen (16) inches above the top of the curb
of the street on which said residential structure fronts.

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

5. No trailer, basement, tent, shack, garage, barn or partially
completed house shall at any time be used as a residence, temporarily or per-
manently.
6. No stable, cattle yard, hog pen, fowl yard or cess-pool, privy vault or any form of privy shall be erected, permitted or maintained in any lot in said Subdivision, nor shall any poultry, hogs, rabbits, cattle or other live stock or any noxious, dangerous or offensive thing be permitted or maintained thereon. The usual household pets are excepted from the foregoing.

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.

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 and story and one-half structures shall be not less than Eight hundred fifty (850) square feet, exclusive of garage and porch, nor less than Six hundred (600) square feet, exclusive of garage and porch, in the case of a two story structure.

11. All two story houses shall have all or part of the following features: a front bay 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. All frame houses shall have a pressed brick veneer foundation above grade. All chimneys shall be of masonry construction, pressed brick above the roof line, of the same brick as the foundation.

13. All houses shall have a minimum height of Sixteen (16) feet from grade to ridge line and a maximum height of Twenty-six (26) feet from grade to ridge line.

14. All houses shall have double wood floors and have crawl space or basement. No concrete shall be used for floors except in garage, utility room and basement.

15. All garages not connected with the house shall have gable roof construction of 5/12 pitch, and have wood frame or pressed brick construction. There shall be no stucco or cement block garages. 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 on the house. All garages shall have a floor area of not less than Three hundred (300) square feet.

16. All driveways shall be of solid concrete or asphalt; there shall be no stone or ribbon drives.

17. 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. There shall be no masonry or solid board fences.
18. In addition to complying with the abovementioned 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%) per cent 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 Penrock Place. Any such Committee appointed by the Company 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.

19. 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.

20. 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 him or them from so doing, or to recover damages or other dues for such violation.

21. 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.

Executed June 2, 1955, by The Allied Realty Company.

Received for record June 3, 1955, and recorded in Volume 1732 of Mortgages, page 446.