This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter referred to as the owner, holds title in fee simple to the following described parcel of land, situated in Washington Township, Lucas County, Ohio:

Lots numbers one (1) to thirty-eight (38), both inclusive, in PERRADOT, a Subdivision in Washington Township, Lucas County, Ohio:

AND WHEREAS, said owner desires to establish restrictions upon the manner of use, improvements, and enjoyment of the above described lots in Perradot Subdivision, certain restrictions are hereby imposed on said lots:

NOW, THEREFORE, in consideration of the premises 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 purpose for which the same are designated, and to provide a general plan for the development of said addition designed to make the same more attractive for residential purposes, the undersigned owner, for itself, its successors or assigns, hereby declares and stipulates that each lot in said Perradot Subdivision shall hereafter be conveyed by it, its successors or assigns, subject to the restrictions hereinafter set forth:

1. These covenants are to run with the land and shall be binding on said owner, and all persons claiming under or through it until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years each, unless and except the then owners of the majority of said lots shall agree in writing to change these covenants in whole or in part.

2. If the owner, its successors or assigns, shall violate any of these covenants, it shall be lawful for any person, persons, firm or corporation owning or having any interest in any part of said tract or any
association not for profit composed of owners of parcels, lots or portions of said Perradot Subdivision, to prosecute proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate these covenants and either to prevent him or them from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants by judgment or other court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

4. All of said lots shall be known as residential lots and no lot shall be used for building purposes which has a frontage of less than 70 feet and a depth of less than 170 feet with the exception of lots numbers 20, 21, 22, 23 and 24 which have a minimum frontage of 70 feet and the following minimum depths: Lot #20 m.d. 128.59'; #21 m.d. 129.23'; #22 m.d. 137.77'; #23 m.d. 153.62'; #24 m.d. 165.95'.

5. No structure shall be erected on lots numbered 1 to 8, both inclusive, lot #11 and lots numbered 30 to 32, both inclusive, and numbered 34 to 38, both inclusive, Perradot Subdivision, other than one (1) story ranch type dwelling having a frontage of not less than 55 feet including private garage to accommodate one passenger car. No structure shall be erected on Lot #33, Perradot Subdivision other than 1 story ranch type dwelling having a frontage of not less than 51 1/2 feet. No ranch type dwelling shall have a height of more than 17 feet from the grade line to the roof ridge. In no case shall private garages be erected to accommodate more than 3 passenger cars.

6. No structure shall be erected on lots numbered 12 to 19, both inclusive, and lots numbered 20 to 27, both inclusive, Perradot Subdivision, other than a one (1) story ranch type dwelling having a frontage of not less than 38 feet, exclusive of attached garage, or a single family dwelling not to exceed 1 1/2 stories in height, having not less than a first floor area of 800 square feet and not less than 32 foot
frontage, exclusive of an attached private garage of not more than 3 passenger motor car capacity. No 1 1/2 story home shall have a height of more than 21 feet from the grade line to the roof ridge. No ranch type dwelling shall have a height of more than 17 feet from the grade line to the roof ridge.

7. No structure shall be erected on lots numbered 9, 10, 28 and 29 other than a one (1) story ranch type dwelling having a frontage of not less than 55 feet, including private garage to accommodate one passenger car, or a tri-level type dwelling having a frontage of not less than 45 feet including private garage to accommodate one passenger car. No ranch type dwelling shall have a height of more than 17 feet from the grade line to the roof ridge. No tri-level type dwelling shall have a height of more than 20 feet from the grade line to the roof ridge.

8. No structure shall be erected nearer than 50 feet to the front line and there shall be a side yard of not less than ten (10) percent of the width of the lot on each side of a structure but each side yard need not exceed ten (10) feet, excepting lots numbered 1, 38, 12 and 27, on which no structure shall be erected nearer than 25 feet to the side line on the north side of said lots and also excepting lots numbered 11 and 28 on which no structure shall be erected nearer than 25 feet to the side line on the south side of said lots.

9. No garage or outbuildings shall be erected on the rear of any lot. All garages must be attached to the dwelling and garages may not be erected to accommodate more than 3 passenger cars.

10. No building shall be erected, placed or altered on any building, plot or site in said Perradot Subdivision until the building plans, specifications and plot plans showing the location of such building on said lot have been approved in writing by Personco Realty, Inc., or a committee to be appointed by Personco Realty, Inc., when 50% of said lots have been sold by said Personco Realty, Inc. All buildings erected must be in conformity and harmony in external design.
with existing structures in said Perradot Subdivision, and as to location of the building, with respect to topography and finished ground elevation. In the event Personco Realty, Inc., or such committee fail to approve or disapprove such design and plans within 30 days after the same have been submitted, then such approval will not be required providing, however, that the design of the structure and its location on the lot or building site conform to and is in harmony with existing structures in said Perradot Subdivision, and under such circumstances this covenant will be deemed to be fully complied with. The members of such committee, its designated agent or any successors shall not be entitled to compensation for services performed pursuant to this covenant. Upon the election of a new committee hereunder, a written instrument must be executed by the record owners of a majority of the lots and duly filed with the Recorder of Lucas County, Ohio, setting forth the names and addresses of the persons serving on such committee together with their Chairman and representative which persons shall thereafter constitute such committee provided for hereunder.

11. No noxious or offensive trade or activity shall be carried on upon any part of said Perradot Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners in said Perradot Subdivision.

12. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter shall be maintained or used as a residence temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior thereof has been completed as specified and called for in the plans and specifications thereof.

13. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house for
keeping any animal, fowl or bird which may cause a nuisance; storage of trailers, automobiles, scrap iron, wood, building material, paper, glass or any reclaimed products; nor shall said premises be used for any business purposes whatsoever; nor shall any noxious, dangerous, or offensive things be permitted or maintained thereon. Nor shall any mercantile, manufacturers storage, boarding house, rooming house, hotel, inn, public or private hospital or infirmary or any other use except single family residential purposes, providing however, nothing contained herein shall prohibit the keeping of 2 house dogs and 1 house cat.

14. No sign shall be displayed on any building site, home or lot in Perradot Subdivision other than the following: a "For Sale" sign not to exceed two (2) feet by four (4) feet in size placed at least fifty (50) feet from the center line of the road upon which premises front.

In consideration of the premises and of the enhancement in value of said Perradot Subdivision, hereinbefore described, the undersigned does hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 20th day of April, 1955.

Signed by Personco Realty, Inc.; by W. J. Perry,
Jerald Piren, John Piren, Sportswood Hardy, Jr. and Earle L. West.
Two witnesses.

Received for record May 10, 1955 at 1:10 P.M., and recorded in Volume 1728 of Mortgages, page 42.