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 owners, holds title in fee simple to the following described parcel of land, situated in City of Toledo, Lucas County, State of Ohio:

Lots numbers 1 to 20, both inclusive, in PERRYVILLE, a Subdivision in The City of Toledo Lucas County, Ohio.

AND WHEREAS, said owners desire to establish restrictions upon the manner of use, improvements and enjoyments of the above described lots in Perryville Subdivision and to hereby impose on said lots in Perryville Subdivision certain restrictions.

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 purposes of 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 owners, for themselves, their heirs and assigns, hereby declare and stipulate that each lot in said Perryville Subdivision shall hereafter be conveyed by them, their heirs and assigns, subject to the restrictions hereinafter set forth:

1. These covenants are to run with the land and shall be binding on said owners, and all persons claiming under or through them 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 owners, their heirs or assigns, shall violate any of those covenants it shall be lawful for any person, persons, firm or corporation owning or having any interest in part of said tract or any association not for profit composed of owners of parcels, lots or portions of said Perryville 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 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 effect any of the
other provisions which shall remain in full force and effect.

4. All of said lots shall be known as residential lots,
plats and sites; and, with the exception of lots numbered 1 and 2,
no structure shall be erected on any such residential lot, plot or
site having a frontage of less than 75 feet and a depth of less
than 157 feet.

5. No structure shall be erected on lots numbered 3 to 12,
both inclusive, and lots 19 to 26, both inclusive, Perryville Subdivi-
sion, other than one story ranch type dwelling having a frontage of
not less than 57 1/2 feet including private garage to accommodate
one passenger car. In no case shall private garages be erected to
accommodate more than 3 passenger cars. No structure shall be erected
on lots 13, 14, 15, 16, 17 and 18 Perryville Subdivision other than 1
detached single family dwellings not to exceed 1 1/2 stories in height,
having not less than a first floor area of 810 square feet, and a
private garage of not more than 3 passenger motor car capacity.

6. No ranch type dwelling shall have a height of more
than 18 feet from the grade line to the roof ridge. No one and
one-half (1 1/2) story home shall have a height of more than 21 feet
from the grade line to the roof ridge. No dwelling shall be erected
nearer than 50 feet to the front line nor nearer than 5 feet to the
side line of any lot, plot or site excepting lots numbers 1 and 26
on which no structure shall be erected nearer than 25 feet to the
side line on the west side of said lots (Vogel Drive).

7. No building shall be erected, placed or altered on
any building plot or site in said Perryville Addition until the
building plans, specifications and plot plan showing the location of
such building on said building site have been approved in writing as
to conformity and harmony to external design with the existing
structures in the said Perryville Subdivision as to the location of
the building with respect to topography and finished ground elevation.
by Personco Realty, Inc., or a committee to be appointed by Personco
Realty, Inc., when 50% of said lots have been sold by Personco
Realty, Inc. In the event Personco Realty, Inc., or such committee
shall fail to approve or disapprove such design and plans within 30
days after the same has been submitted to it, then such approval will
not be required, providing however, that the design of the structure
and its location on the lot or building site conforms to and is in
harmony with existing structures in said Perryville Subdivision and
under such circumstances this covenant will be deemed to be fully
complied with. Neither the members of such committee, its designated
agents or any successors shall be entitled to compensation for
services performed pursuant to this covenant. Upon the election of
a new committee hereunder, a written instrument shall 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 hereinafter constitute
such committee, provided for hereunder.

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

9. No trailer, basement, tent, shack, garage, barn,
house-car 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
thereon has been completed as specified and called for in the plans
and specifications thereof.

10. No part of said tract shall be used or occupied for
the following purposes: dog, cat or animal hospital, kennel or house
for keeping of any animal, fowl or bird which may cause a nuisance;
nor storage of trailers, automobiles, scrap iron, wood, building
material, paper, glass or any reclaimed products; 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 for single family residential
purposes, providing however, nothing contained herein shall prohibit
the keeping of 2 house dogs and 1 house cat.

11. No sign shall be displayed on any building site,
home or lot in Perryville Addition other than the following: a
"For Sale" sign not to exceed two feet by four feet (2' x 4') in size
placed at least 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 Perryville Subdivision hereinbefore described, the
undersigned do hereby declare and establish the foregoing restrictions
and covenants and execute the same at Toledo, Ohio this 4th day of
February, 1954.

Signed by PERSONCO REALTY, INC., By W. J. Perry, President.
Two witnesses.

Acknowledged February 4, 1954 by said Corporation, by said
Officer, and by authority of its Board of Directors, before a Notary
Public, Lucas County, Ohio, (Seal).

Also signed by Edith M. Kinker, Walter W. Kinker as to
lot #24; Minnie S. Brown, William N. Brown as to lot #25; Daniel M.
Mecker, Mary Lou Mecker as to lot #25; Patricia I. Hodur, Robert P.
Hodur as to lot #5; Evelyn M. Wilhelm, Aloysius V. Wilhelm as to lot
#6.

Two witnesses in general.

Received for record March 4, 1954 and recorded in Volume 1658
of Mortgages, page 22.