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 OWNERS, hold title in fee simple to certain real estate described as follows:

Lots Numbers one (1) to sixty-four (64), both inclusive, in RIVIERA ADDITION in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

AND WHEREAS, the Owners, desire to establish restrictions upon the manner of use, improvements, and enjoyment of the lots in Riviera Addition and to hereby impose on said lots in said Riviera Addition 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 same more attractive for residential purposes. The undersigned for themselves and their heirs and assigns, hereby declare and stipulate that said lots in said Riviera Addition 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 the undersigned and all persons claiming under or through them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten 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 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 Riviera Addition to prosecute proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate these covenants and wither 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 way effect any of the other provisions which shall remain in full force and effect.

4. All of said lots shall be known and described as residential lots for either one or two family occupancy except Lots Numbers twenty-five (25) to forty (40), both inclusive, and Lots Numbers fifty-seven (57) to sixty-four (64) both inclusive, which may be used for multi-family dwellings in accordance with City Zoning. No structure shall be erected,
altered, placed or permitted to remain on any residential lot other than herein described.

5. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line than the minimum building setback line shown on the recorded plat or nearer than five (5) feet to the side lot line of said lots, or as provided by zoning requirements.

6. No noxious or offensive trade shall be upon any lot in said Riviera Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. 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.

8. A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

9. No residential unit shall be erected on any of said lots other than one architecturally designed and each residential unit shall have at least One Thousand (1000) square feet of livable floor space.

10. Other than 1 dog, 1 house cat and birds maintained within the dwelling, the maintaining or harboring of any other animal, bird or fowl is expressly prohibited on said lots.

11. No building or other structures shall be erected, moved or maintained on any lot unless 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 ShoreLand Development Co., Toledo, Ohio, or a committee to be selected as herein provided and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

The committee referred to in the preceding paragraph shall consist of three members who shall each be the owner, in fee simple, of property in said addition, shall serve without compensation and the term of the members of such committee shall be at the sufferance of the authority by which they are selected. The members of such committee shall be selected by owners of a majority of the lots in said addition and vacancies occurring in the personnel of said committee shall be filled by the selection of new members to serve on said committee by a majority of the owners of lots in said addition.

12. Each lot in said addition shall be assessed annually the sum of Thirty-five ($35.00) Dollars for each family unit thereon as ground rental of the land on which
the swimming pool and park facilities are to be constructed in said addition. No assessment shall be due and payable until the completion of construction of said swimming pool. Said assessment shall be levied by the Riviera Club, hereinafter referred to, and shall become a lien upon the lots so assessed until paid and the Riviera Club shall pay all maintenance costs on said facilities.

As a condition of ownership, each purchaser of a lot in said addition shall be required to apply for membership in the Riviera Club, a non-profit association, organized for the purpose of promoting neighborhood welfare and improvements and maintaining and supervising the swimming pool and adjacent park area.

In the event the application for membership in the Riviera Club shall be rejected any deposit made on the purchase of a lot shall be refunded with no further liability on the part of either party, but no application for membership shall be rejected because of the race, creed or color of applicant.

IN WITNESS WHEREOF, in consideration of the premises and the enhancement in value of said lots, the undersigned do declare and establish the foregoing restrictions and covenants and hereunto subscribe their names this 10th day of May, 1961.

SHORELAND DEVELOPMENT CO.
By: Robert L. Schroeder, President

LOTS OWNED:
1 thru 64 except lots 23 and part 22, 16 and part of 15, 17 and part of 18 and except lots 24 and SE 10' and 23 & lot #10 exc. SE 14' & SE 14' of lot #11

Two witnesses.

Acknowledged May 10, 1961 by Shoreland Development Co., by Robert L. Schroeder, President and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Lots Owned
Philip R. Bretschneider 23 & part of 22
Jeannine L. Bretschneider 23 & part of 22
William R. Raecke 16 & part of 15
Ethel E. Raecke 16 & part of 15
Raymond W. Lovelady 17 & part of 18
Aleatha R. Lovelady 17 & part of 18

Two witnesses.

Acknowledged May 10, 1961 by Philip B. Bretschneider, Jeannine L. Bretschneider, William R. Raecke, Ethel E. Raecke,
Raymond W. Lovelady and Aleatha R. Lovelady, before a Notary Public, Lucas County, Ohio, (seal).

SCHROEDER HOMES, INC.
By: Edward J. Schroeder, Jr.
President

LOTS OWNED:

#24 & SE 10' #23
#10 exc SE 14' &
SE 14' of lot #11

Two witnesses.

Acknowledged May 10, 1961 by Schroeder Homes, Inc.,
by Edward J. Schroeder, Jr., President and by authority of its
Board of Directors before a Notary Public, Lucas County, Ohio,
(seal).

Received for record May 12, 1961 and recorded in Volume 2009 of Mortgages, page 40.