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
OF
ROBINSON PLACE

By Instrument dated October 24, 1953, received for record November 24, 1953 and recorded in Volume 1647 of Mortgages, page 360, Blanche Eiden and Bert H. Eiden (wife and husband), Betty Jane Klag and John Klag (wife and husband), Florence Kalmbach and Floyd H. Kalmbach (wife and husband), Samuel C. Robinson and Margaret Robinson (husband and wife), Isabelle Thorp and Orlo Thorp (wife and husband), Nellie Winnett (unmarried), Beulah Rogers (unmarried), Vera Hesser and Marion Hesser (wife and husband), Carl W. Johnson and Ruth M. Johnson (husband and wife) are the owners of lots 2 to 48 inclusive, in order to establish a general plan for the development of said real estate, designed to make the lots and lands attractive for residential purposes and to protect the owners of said lots and lands in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said parties herein mentioned, for themselves, their heirs, administrators, executors and assigns hereby declare and stipulate that the real estate herein described or any part thereof, now owned by them or any of them, shall hereafter be conveyed by them, their heirs, administrators, executors, successors and assigns, subject to the restrictions as to use hereinafter set forth:

1ST. These covenants and restrictions are to run with the land and shall be binding upon all persons and parties herein mentioned, and all persons claiming under or through them or any of them until the 1st day of January, 1984, at which time, said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a majority of the then owners of said lots and lands, it is agreed to change said restrictions and covenants in whole or in part. However such changes shall be by instrument in writing, setting for said changes and acknowledged by at least a majority of the owners of said lots and lands, which
instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein, and shall be effective and operate to effect such change or changes from and after the termination of such successive period as follows the date of filing thereof for record with the Lucas County, Ohio Recorder.

2ND. Invalidation of any of the restrictions and covenants herein, by Judgment, Court Order or by act of the owners as provided in Section One (1) above, shall in no wise effect any other provision contained in this Declaration of Restrictions, which shall remain in full force and effect.

3RD. No liquor, whether spirituous, vinous or fermented shall be sold or allowed to be sold on said lots and lands.

4TH. Said lots and lands shall not be used or permitted to be used for any business purpose or purposes and no noxious or offensive activity shall be carried on upon any part of said lots and lands nor shall anything be done thereon which may be or become a nuisance to the owners of adjacent property.

5TH. All lots and lands herein described shall hereafter be sold for residential purposes only and not more than one residence building may be erected upon any one lot.

6TH. No garage building shall be occupied as a residence for a longer period than six months and then only while a residence building is being constructed.

7TH. No residence building shall be erected on any of said lots and lands having less than 800 square feet of floor area exclusive of porches and attached garages.

8TH. No residence building shall be constructed upon said lots and lands the outside walls of which are of tar paper, building paper or similar materials and all residence buildings shall be completed within one year from the date of beginning construction and the outside thereof painted immediately upon completion.

9TH. No cess pool, privy vault or open cistern shall be maintained on said lots and lands.
10TH. No tent, garage, house car, trailer or other similar housing device shall be used for living purposes on said lots and lands except while building a residence building and not then for longer than six months.

11TH. No residence building, porch, veranda or other structure shall be placed on said lots and lands so that any part thereof shall be nearer than 30 feet to any street or road, excepting Normandy and Brookson Roads.

12TH. No residence or other building shall be erected on any such lots and lands unless there is placed thereon a composition roof or better.

(Above Restrictions were signed by Nellie Winnett as owner of premises in question and other owners of other lots).

We, the undersigned, owners of real property in Robinson Place, an Addition in Sylvania Township, Lucas County, Ohio, and the Owners of the westerly 1/2 of the following described property:

That part of the northeast 1/4 of the southwest 1/4 of Section 1, Town 9 South, Range 6 East in Sylvania Township, Lucas County, Ohio, bounded on the south by the north line of Janet Avenue as shown on the Plat of Robinson Place, recorded in Volume 45 of Plats, page 79; on the East by the North and South center line of said Section 1; on the West by the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 1 and on the North by the South line of a parcel of land conveyed to Elmer L. Robinson by Deed dated November 21st, 1927, recorded in Volume 738 of Deeds, page 84;

for the purpose of maintaining fair and adequate property values in said area, and of continuing said area as a desirable residential part of this Country;

AND WHEREAS, the undersigned are owners in fee simple of
more than 1/2 of the lots in Robinson Place and the area hereinabove described and adjacent thereto, all in Sylvania Township, Lucas County, Ohio;

AND WHEREAS, certain restrictions were entered into and agreed upon by the Owners in fee simple of a majority of the lots in said ROBINSON PLACE, which Restrictions were recorded in Volume 1647, page 360, Lucas County, Ohio Mortgage Records;

AND WHEREAS, said Restrictions set forth the fact that these Restrictions could be changed upon the approval of the Owners in fee simple of a majority of the lots in said ROBINSON PLACE and the adjacent property hereinabove described, at such time as the same was deemed necessary, and that the Owners of the adjacent area, being adjacent to said Robinson Place, are desirous of entering into said Restrictions;

NOW THEREFORE, in consideration of the premises, and in enhancement and value thereof, and to afford purchasers and owners due and complete protection in the use and occupancy thereof for the purposes of which the same are designated, and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Robinson Place, as an architectural, harmonious, artistic and desirable residential district, the owners, for themselves, their heirs and assigns, hereby declare and stipulate that the above land is hereby restricted in accordance with the Restrictions hereinafter set forth, and agree that each lot in Robinson Place shall be conveyed by them, their heirs and assigns, subject to these Restrictions and to the Restrictions previously recorded in Volume 1647, page 360, Lucas County, Ohio Mortgages Records, and which said previous Restrictions provide that those Restrictions could be altered or changed by a majority of the Owners in fee simple of the Lots in said Subdivision:

1. These covenants and restrictions are to run with the land and shall be binding upon all of the Owners of property in Robinson Place and the adjacent property hereinabove described, their heirs and assigns, and each and every person who shall hereafter
become the Owner of any interest in any Lot or any part of a Lot in said tract and shall continue until January 1st, 1985, at which time said conveyance shall be automatically extended for successive periods of ten years unless the Owners of a majority of the Lots covered by these Restrictions shall agree in writing to change these Restrictions in whole or in part.

2. All Lots, subdivisions of Lots, and portions of Robinson Place and the adjacent property hereinabove described shall be restricted to resident purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, with private garage or approved garage storage area for the sole use of the occupier of said premises. Not more than one residence shall be built upon any building site which must have at least thirteen thousand square feet area and one hundred feet of frontage.

3. No noxious or offensive trade or activity shall be carried on in Robinson Place and the adjacent property hereinabove described, nor shall anything be permitted therein which may be or become an annoyance or nuisance. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with the site hereby conveyed, nor shall site in any way be used for other than strictly residential purposes; nor shall intoxicating liquor be manufactured for sale, kept for sale or sold on the premises. No nuisance, or offensive, noisy, or illegal trade, calling or transaction shall be done, suffered or permitted upon the land conveyed. No horse, cow, goat, hog or similar barnyard animal shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon. The failure to designate additional Restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purpose.

4. No trailer, basement, tent, shack, garage, barn, house trailer or other temporary shelter shall be erected, 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 has been completely finished as specified and called for
in the plans and specifications thereof.

5. No dwelling house shall be erected, which dwelling shall
have less than fifteen hundred square feet of living area.

6. No building shall be located on any building lot nearer
than ten per cent of the width of the building site, at the set-back
line, to the sideline of any Lot. No building shall be located on
any building lot nearer than thirty feet to any front line of a
building site. Porches, carports and connected garage shall be
considered as a part of the dwelling house for these purposes. No
detached garage located on the rear section of the lot shall be
located nearer than two feet to any side lot line.

7. Provisions of this Declaration shall bind and inure to
the benefit of and be enforceable by the Owners, their heirs, legal
representatives and assigns and any lot owners, their heirs, legal
representatives and assigns having Lots on building sites subject to
these Restrictions. These Restrictions may be enforced by injunction
or other appropriate legal remedy.

8. The invalidation of any one or any part thereof, of the
foregoing covenants of restrictions by a judgment or court order shall
in no wise affect any of the others, which shall remain in full force
and effect.

9. Any covenants, agreements, conditions, reservations,
restrictions and charges created and established herein for the benefit
of said tract, and each Lot therein, may be waived, abandoned and
terminated, modified, altered or changed as to the whole or said
tract, or any portion thereof, with the written consent of the Owners
of more than fifty per cent, of the Lots in the tract. No such
waiver, abandonment, termination, modification or alteration shall
become effective until the proper instrument in writing shall be
executed and recorded in the Office of the Recorder for Lucas County.

This Contract shall take effect and be in full force when
executed by the owners of 50% of the Lots in fee simple in said
ROBINSON PLACE and the adjacent property hereinabove described and may then be placed of Record.

IN WITNESS WHEREOF, We have herunto set our hands the 30th day of June, 1964.

Not signed by the owners of the premises in question.

Two witnesses.

Acknowledged June 30, 1964 by the above named parties, before a Notary Public, State of Ohio, (Seal).

Received for record May 28, 1965 at 3:42 P.M. and recorded in Volume 2149 of Mortgages, page 240.
By Declaration of Restrictions dated October 24, 1953, Samuel G. Robinson and Margaret Robinson, husband and wife, and Isabelle Thorp and Orlo Thorp, wife and husband, then owners of the premises in question, and other owners of other property, in order to establish a general plan for the development of said real estate, designed to make the lots and lands attractive for residential purposes and to protect the owners of said lots and lands in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said parties herein mentioned, for themselves, their heirs, administrators, executors and assigns hereby declare and stipulate that the real estate herein described or any part thereof, now owned by them or any of them, shall hereafter be conveyed by them, their heirs, administrators, executors, successors and assigns, subject to the restrictions as to use hereinafter set forth:

FIRST: These covenants and restrictions are to run with the land and shall be binding upon all persons and parties herein mentioned, and all persons claiming under or through them or any of them until the 1st day of January, 1984, at which time, said covenants and restrictions
shall be automatically extended for successive periods of 10 years unless by a majority of the then owners of said lots and lands, it is agreed to change said restrictions and covenants in whole or in part. However, such changes shall be by instrument in writing, setting forth said changes and acknowledged by at least a majority of the owners of said lots and lands, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein, and shall be effective and operate to effect such change or changes from and after the termination of such successive period as follows the date of filing thereof for record with the Lucas County, Ohio Recorder.

SECOND: Invalidation of any of the restrictions and covenants herein, by Judgment, Court Order, or by act of the owners as provided in Section I above, shall in no wise effect any other provision contained in this Declaration of Restrictions, which shall remain in full force and effect.

THIRD: No liquor, whether spiritous, vinous or fermented shall be sold or allowed to be sold on said lots and lands.

FOURTH: Said lots and lands shall not be used or permitted to be used for any business purpose or purposes and no noxious or offensive activity shall be carried on upon any part of said lots and lands nor shall anything be done thereon which may be or become a nuisance to the owners of adjacent property.
FIFTH: All lots and lands herein described shall hereafter be sold for residential purposes only and not more than one residence building may be erected upon any one lot.

SIXTH: No garage building shall be occupied as a residence for a longer period than six months and then only while a residence building is being constructed.

SEVENTH: No residence building shall be erected on any of said lots and lands having less than 800 square feet of floor area exclusive of porches and attached garages.

EIGHTH: No residence building shall be constructed upon said lots and lands the outside walls of which are of tar paper, building paper or similar materials and all residence buildings shall be completed within one year from the date of beginning construction and the outside thereof painted immediately upon completion.

NINTH: No cess pool, privy vault or open cistern shall be maintained on said lots and lands.

TENTH: No tent, garage, house car, trailer or other similar housing device shall be used for living purposes on said lots and lands except while building a residence building and not then for longer than six months.
ELEVENTH: No residence building, porch, veranda, or other structure shall be placed on said lots and lands so that any part thereof shall be nearer than 30 feet to any street or road, excepting Normandy and Brookson Roads.

TWELFTH: No residence or other building shall be erected on any such lots and lands unless there is placed thereon a composition roof or better.

Received for record November 24, 1953 and recorded in Volume 1647 of Mortgages, page 360.