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DECLARATION OF RESTRICTIONS
for
ROSE ACRES, PLAT I, TOLEDO, OHIO

We, the undersigned, being the owners in fee simple of the following described property:

Lots number 1 through 17 inclusive in Rose Acres, Plat I, a Subdivision in Toledo, Lucas County, Ohio, desire to establish restrictions upon the manner of use and improvement of said subdivision and to establish a general plan for the development thereof for the mutual benefit of present and future owners and residents of the area.

Now, therefore, said owners do hereby declare, covenant and stipulate that all lots as numbered above shall hereafter be conveyed by them, their successors, heirs and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other, prior instrument:

1. All codes, restrictions, city ordinances and any other regulations established by the City of Toledo shall be fully adhered to;

2. All residences shall be single-family residences as specified by the zoning code;

3. All residences shall be designed and built to include the following features:
   a. Ranch type houses shall have a minimum of 900 square feet of living area;
   b. One and one-half (1-1/2) story and Cape Cod houses shall have a minimum of 720 square feet of living area on the first floor;
   c. Colonial and two-story houses shall include the following features:
      1. Width of house shall be at least 26 feet.
      2. First floor living area shall contain not less than five hundred ninety-eight square feet;
   d. No cement block or stucco houses will be permitted.
   e. a. No permanent, off-season parking or storage of boats and/or boat trailers will be permitted in front of rear line of house;
      b. No house trailers may be parked permanently in front of or on any part of property;
c. 4a and 4b, above, are not intended to preclude the parking or storage of
the abovementioned vehicles as part of or in preparation for transit to or from the
place(a) of normal utilization, provided, however, such temporary parking or storage
does not continue for more than 10 consecutive days and does not create a safety hazard;
d. No commercial enterprise of any kind shall be permitted;
e. No fences shall be erected unless they comply with the following
specifications:
  1. The design shall be ornamental in nature;
  2. The height shall not be more than 48 inches;
  3. The fence shall not extend in front of the front line of the house;
  4. Special-purpose fences not in compliance with the above rules may be built
     provided that special permission is obtained from the developer-owner and his committee
     as per Restriction 5a and provided further that the building plans submitted shall be
     accompanied by a written statement describing the need for such special-purpose fences;
  5. a. Except as provided by Restriction 5b, all building plans must be submitted
to the developer-owner and his committee for approval before any house, garage, or any
     other structure whatever is started. Written approval will be given within 30 days if
     plans are approved, however, a delay in receiving written notification beyond the 30
day period may not be construed by the applicant to imply approval.
     b. Ordinary dog houses, bird houses, bird feeders, TV towers, and other such
        normal, conventional accessories to the use of residential property need not be cleared
        in advance with the developer-owner and his committee; however, the latter shall have
        exclusive power to decide whether or not a structure is of the type referred to by this
        Restriction and shall have power to require the removal, at the resident's expense, of
        structures which do not comply with this Restriction;
  c. After 12 lots have been sold, homes have been built thereon, and their
owners have occupied the same, said resident-owners may elect by a majority vote one of
their own number to serve as the resident-owner member of the developer-owner's
Committee on Restrictions (of 5a, above);
  d. In the event of a vacancy in the Resident-Owner Chair of the Committee,
a new member may be elected in the same manner;
  e. Said premises shall not be used for the storage of scrap, building materials,
paper, glass, or any reclamation product or material, except that, during the period a
structure is being erected upon any building site, building materials may be stored
thereon but shall be removed therefrom if not incorporated into the structure within 120 days after delivery; and the erection of any structure on said premises shall be completed by an owner within 9 months from the beginning of construction;

7. These Covenants shall run with the land and shall be binding on all parties concerned until January 1, 1989, on which date said Covenants shall be automatically extended 10 years and for successive periods of 10 years thereafter, unless prior to each renewal date the then owners of a majority of the lots agree to change the restrictions in whole or in part and file said changes in writing with the Recorder of Lucas County, Ohio, and such changes as may be made together with the unchanged portions of the original restrictions shall be effective thereafter in the same manner as the original restrictions, including in the manner of extension, which may not be changed except by law or Joint Resolution of the General Assembly of the State of Ohio;

8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to recover damages or to enjoin violation to be discontinued and/or to be redressed by the plaintiffs' agent(s) at the cost of the defendant/respondent; and, in order to prevent community schisms and bitterness and to make enforcement for the good of all the legal, moral, and financial responsibility of all, all owners not placed by the proceedings in the position of defendant/respondent shall be bound by these Covenants to be parties to the bringing of proceedings at law or equity, excepting only those who may be permitted to withdraw by the Court for just cause, such as, e.g., close relationship by blood or marriage to the defendant/respondent;

9. Invalidation of any one of these covenants, or any part of any covenant, by judicial decision or by legislative action, shall in no wise affect any of the remaining covenants or parts thereof, the which shall remain in full force and effect; and any changes or modifications in these covenants made necessary by said invalidation shall be made in the manner prescribed by Restriction 7, except the same shall take effect immediately upon filing with the Recorder; and

IN WITNESS WHEREOF, we the above mentioned owners subscribed our names this 7th day of March, 1964.

Signed by Harold D. Grubs and Mabel S. Grubs.

Two witnesses.

Acknowledged March 7, 1964 before a Notary Public, State of Ohio (Seal).

Received for record March 9th 1964 at 11:16 A.M., and recorded in Volume 2106 of Mortgages, page 263.