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, James N. Taggart and Mabel G. Taggart, husband and wife, are the owners in fee simple of the following described real estate:

Lots nineteen (19) to thirty-three (33) inclusive
and Lot "a" in the PLAT OF SUNNYMEADE ESTATES,
PLAT TWO, an ADDITION in the Township of Washington,
Lucas County, Ohio;

AND WHEREAS, the said James N. Taggart and Mabel G. Taggart the owners of said premises, desire to establish restrictions for the manner of the use, improvement, and enjoyment of the above described lots in SUNNYMEADE ESTATES, PLAT TWO, and do hereby impose upon the aforesaid lots the following 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 the occupancy thereof for the purposes designated herein, and to provide a general plan of development of said lots in SUNNYMEADE ESTATES, PLAT TWO, designed to make the same more attractive for the designated uses and purposes hereinafter setforth, James N. Taggart and Mabel G. Taggart for themselves, their heirs and assigns hereby declare and stipulate that each of the above described lots in SUNNYMEADE ESTATES, PLAT TWO, shall be hereafter conveyed by them, their heirs, and assigns, subject to the restrictions hereinafter setforth:

1. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under or through them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of five (5) years each, unless and except the then owners of the majority of
the front footage abutting upon Graceway Drive within said SUNNYMEADE ESTATES, PLAT TWO, shall agree in writing to change these restrictions in whole or in part and shall file said writing with the recorder of Lucas County, Ohio.

2. If the owners, their heirs, or their assigns shall violate any of these covenants it shall be lawful for any person, firm, or corporation, or any association of owners having any interest in any part of the lots hereinbefore described to prosecute proceedings at law or in equity against any person, firm or corporation violating or attempting to violate these covenants and either prevent him or them for so doing or recover damages for such violation.

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

4. Lots nineteen (19) and twenty (20) shall be known as residential lots and shall not be subdivided so that any building site composed of such lots will have less than one hundred (100) feet frontage upon Talmadge Road nor an area of less than twenty thousand (20,000) feet square.

5. Lots twenty-one (21) to thirty-three (33) inclusive, shall be known as residential lots and shall not be subdivided so that any building site composed of such lots will have less than ninety-two (92) feet frontage upon Graceway Drive nor an area of less than nineteen thousand three hundred fifty (19,350) feet square.

6. Lot number "A" is hereby dedicated to public use for street purposes as soon as Graceway Drive is extended to the East by a duly dedicated roadway which is at least sixty (60) feet in width.

7. No structure shall be erected on any of the lots herein described other than one (1) detached, single family dwelling, not to exceed one and one-half stories in height and a private garage of not more than three (3) passenger car capacity, and shall conform to the type and style now known as ranch type or rambling bungalow.
8. No building shall be erected, placed or begun or altered on any building plot, lot or site hereinbefore described until the building plans, specifications and plot plan showing the proposed location of such contemplated building upon such building site has been approved in writing as to conformity and harmony of external design with the existing structures upon said lots and as to the location of said building contemplated with respect to topography, finished ground elevation and its location upon the site or lot by James N. Taggart, John K. Arnold and Howard A. Schneider, who, shall during their lifetime or until their written resignation has been filed with the Clerk of Courts, or Recorder of Lucas County, Ohio constitute a committee for the approving of plans, specifications and plot plans for all buildings to be erected upon said afore described lots. Upon the death or resignation of any member of said committee such deceased or resigned member may be replaced by a majority of the owners of the lots fronting upon Graceway Drive shall appoint for such purposes and evidence such appointment by filing with the Recorder of Lucas County, Ohio, a copy of such appointment executed by a majority of the owners of front footage upon said Graceway Drive. No person or persons constituting such committee as aforesaid shall be entitled to compensation for so acting.

9. Residential lots numbers twenty-one (21) to thirty-three (33) inclusive shall have a setback line of one hundred (100) feet from the centerline of Graceway Drive and no part of any residence or dwelling erected upon said lots shall be located within one hundred (100) feet of the centerline of said Graceway Drive.

10. Residential lot number nineteen (19) shall have a setback line one hundred twenty (120) feet from the centerline of Talmadge Road. Lot number twenty (20) shall have a setback line one hundred twenty (120) feet from the centerline of Talmadge Road and sixty (60) feet from the center line of Graceway Drive.
11. No residence or dwelling shall be erected upon any of the aforesaid lots so that any part thereof will be within twelve (12) feet of the sideline of the lot or site upon which said building is to be located.

12. Detached garages, screened summer porches, or any other structure shall not be built within ten (10) feet of the center line of any utility easement on any of the lots herein described.

13. No residence, home or dwelling shall be erected or permitted upon the aforesaid lots which contain ground floor area, exclusive of one story open porches and garages, of less than one thousand (1000) square feet.

14. No building erected upon any lot herein described shall be used as a dwelling or residence until the exterior thereof has been completed as specified and approved in the plans and specifications thereof.

15. No part of the lots herein described shall be used for the following purposes: dog, cat or animal hospital; kennel or house for keeping any animal, fowl or bird; or for any purpose which may cause a nuisance.

16. No part of the lots herein described may be used for the following purposes: storage of scrap metals, lumber, building materials, paper, glass or any reclaimed materials; board house, rooming house, hotel, public or private hospital or infirmary, or for the manufacture of any product.

17. Nothing in Article 15 herein shall be construed as prohibiting the keeping within any residence located on the lots described herein of not to exceed two (2) house dogs nor more than one (1) house cat.

18. No commercial trade or activity shall be conducted upon the lots herein described.

19. The part of the lots herein described which lies between the centerline of the road or roads upon which same abuts, and the setback lines hereinbefore mentioned and set forth shall be used for
no other purpose than that of lawns, provided, however, that this
covenant shall not be construed as prohibiting walks, drives, shrubs,
shrubbery, ornamental plants, trees, flowers or any ornamental fence
or hedge not over four (4) feet tall to be used.

20. No part of any lot hereinbefore described within one
hundred sixty (160) feet of Talmadge Road, nor within one hundred
forty (140) feet of Graceway Drive shall be used for the growing
of vegetables, farm produce or grain.

21. No noxious, offensive or dangerous thing or substance
shall be permitted within any part of the lots hereinbefore described.

22. In consideration of the premises and of the enhancement
in value to the lots hereinbefore described, James N. Taggart and Mabel
G. Taggart do hereby declare and establish the foregoing restrictions
and covenants upon Lots nineteen (19) to thirty-three (33) inclusive
in the Plat of Sunnymede Estates Plat Two, and have executed the
same at Toledo, Ohio this 7th day of May, 1954.
Signed in presence of:
Norman J. Rier                James N. Taggart
Ruth Bryce                   Mabel G. Taggart

STATE OF OHIO ) )ss.
LUCAS COUNTY    )

Before me, a Notary Public in and for said County and State,
personally appeared the above named James N. Taggart and Mabel G.
Taggart who acknowledged that they did sign the foregoing instrument
and that the same is their free act and deed for the purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal at Toledo, Ohio this 7th day of May, 1954.

Norman J. Rier, Notary Public,
Lucas County, Ohio, (Seal).

Received for record May 10, 1954 at 3:48 P.M., and recorded