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, hold title in fee simple to the following described parcels of real estate:

Lots 1 to 17 inclusive in the Plat of Sunnymede Estates, an Addition in the Township of Washington, Lucas County, Ohio;

AND WHEREAS, Louis A. Thomas and Julia C. Thomas, husband and wife, hold title in fee simple to the following described parcel of real estate and The First Federal Savings and Loan Association of Toledo are the holders of a mortgage upon the said parcel of real estate owned by the said Louis A. Thomas and Julia C. Thomas, which premises are described as follows:

Lot number 18 in the Plat of Sunnymede Estates, an Addition in the Township of Washington, Lucas County, Ohio;
AND WHEREAS, the said James N. Taggart, Mabel C. Taggart, Louis A. Thomas, Julia C. Thomas and The First Federal Savings and Loan Association of Toledo, the owners and mortgagees of said premises, desire to establish restrictions upon the manner of use, improvements and enjoyment of all the above described lots in Sunnymeade Estates and to hereby impose on all said lots in said Sunnymeade Estates 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 general plan for the development of said Addition designed to make same more attractive for residential purposes, James N. Taggart, Mabel C. Taggart, Louis A. Thomas, Julia C. Thomas and The First Federal Savings and Loan Association of Toledo, for themselves, itself, their heirs, assigns and successors, hereby declare and stipulate that each lot in said Sunnymeade Estates shall hereafter be conveyed by them, their heirs, assigns and successors, subject to the restrictions hereinafter set forth:

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 1st, 1998, 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 front footage abutting upon Talmadge Road and Jamesway Drive within said Sunnymeade Estates shall agree in writing to change these covenants in whole or in part and shall file said writing with the Recorder of Lucas County, Ohio.

2. If the owners, their heirs, assigns or successors 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 Sunnymede Estates, or any association of owners of parcels in said Sunnymede Estates to prosecute proceedings at law or in equity against the person, firm or corporation violating or attempting to violate these covenants and either 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 way affect any of the other provisions which shall remain in full force and effect.

4. Lots one, two, seventeen and eighteen shall be known as residential lots and shall not be subdivided so that any building site composed of such lots shall have less than 100 feet frontage upon Talisman Road nor an area of less than 20,000 square feet. No residence built upon said lots shall face upon or front upon Jamesway Drive.

5. Lots 3 to 16 inclusive, shall be known as residential lots and no home or other building shall be built thereon situated on a building plot of site having a frontage of less than 90 feet upon Jamesway Drive nor an area of less than 19,780 square feet.

6. Lot number "A" is hereby dedicated to public use for street purposes as soon as Jamesway Drive is extended to the east by a duly dedicated roadway which is at least 50 feet in width.

7. All lots, subdivision of lots, portions of the above described Sunnymede Estates shall be known and described as residential lots, plots and sites and no structure shall be erected on any such residential lot, plot, portion or site other than 1 detached single family dwelling, not to exceed 1 1/2 stories in height and a private garage of not more than 3 passenger motor car capacity and shall conform to the type of residence now known as "ranch type" or "rambling bungalow".

8. No building shall be erected, placed, begun or altered on any building plot, lot or site in said Sunnymede Estates until
the building plans, specifications and plot plan showing the location of such contemplated building upon said building site, have been approved in writing as to conformity and harmony to external design with the existing structures in said Sunnymede Estates and to the location of said contemplated building with respect to topography and finished ground elevation and its location upon said site, by a committee elected by a majority of the owners of the lots or building sites in said "Sunnymede Estates"; provided, however, that until such time as said committee has been so elected by a majority of the owners of said "Sunnymede Estates", James N. Taggart, Louis A. Thomas and John K. Arnold and the survivors shall constitute such committee and shall so act until a committee of said lot owners meet and elect their own committee. In the event such committee shall fail to approve or disapprove such design and plans within 30 days after the same have been presented or submitted to any such member, then such approval shall not be required, provided however, that the design of the structure and its location on the lot or building site conform to and is in harmony with existing structures in said Sunnymede Estates and under this covenant such circumstance shall be sufficient compliance. Neither the members of such committee, its designated agent 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 the majority of the front footage in said Addition upon Talmadge Road and Jamesway Drive and duly filed with the Recorder of Lucas County, Ohio, setting forth the names and addresses of the persons serving upon said committee, together with their chairman or representative, which persons shall, upon the recording of such instrument, constitute such committee or Sunnymede Estates, provided for hereunder.
9. On lots 1, 2, 17 and 19 the west foundation wall of any house or any part thereof shall not be located nearer than 120 feet nor further than 150 feet from the center line of Talmadge Road.

10. On lots 2 and 18 no part of such structure built thereon shall be nearer than 60 feet to the center line of Jamesway Drive.

11. On lots 3 to 16 inclusive no house or any part thereof shall be located nearer than 100 feet nor further than 150 feet from the center line of Jamesway Drive.

12. On all lots in said Sunnymade Estates no building shall be located nearer than 12 feet to any side line of the building site on which said building is to be erected.

13. Detached garages, screened summer porches or other structures shall not be built or located nearer than 10 feet to the north line or the south line of said Sunnymade Estates.

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

15. No trailer, basement, tent, shack, garage, barn, housecar 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 thereof has been completed as specified and called for in the plans and specifications thereof.

16. No residence, exclusive of 1 story open porches and garage, containing less than a ground floor area of 1050 square feet shall be permitted on any plot or site in said Sunnymade Estates.

17. No part of Sunnymade Estates shall be used or occupied for the following purposes: dog, cat, or animal hospital, kennel or
house for keeping any animal, fowl or bird which may cause a nuisance; nor storage of automobiles, trailers, scrap iron, wood, building materials, paper, glass or any reclaimed products; nor shall said Sunnymeade Estates be used for any business purposes whatsoever; nor shall said Sunnymeade Estates be used for any mercantile, manufacturer, 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 herein contained shall prohibit the keeping within said residence not more than 2 house dogs nor more than 1 house cat.

18. No noxious, dangerous or offensive thing shall be permitted within Sunnymeade Estates.

19. On lots 1, 2 and 17 no sign other than a bill board or bill boards advertising lots for sale in Sunnymeade Estates by the undersigned or their duly constituted agents shall be erected or maintained, and after the sale by the undersigned of any such lot, then no sign shall be displayed thereon other than the following: A For sale sign not to exceed two foot by four foot in size placed at least 100 feet from the center line of the road or roads upon which said building site fronts or abuts.

20. On lots 3 to 16 inclusive and lot 18 no sign shall be displayed thereon other than the following: A For Sale Sign not to exceed two feet by four feet in size placed at least 100 feet from the center line of any road or roads upon which said building site abuts.

21. No house on lots 2 and 18 shall be erected nearer than sixty feet to the center line of Jamesway Drive nor nearer than 20 feet from the west line of lots 3 and 16.

22. No part of Sunnymeade Estates which lies within 100 feet of the center line of Talmadge Road shall be used for any purpose other than that of lawn; no part of lots 3 to 16 in Sunnymeade Estates within 100 feet of the center line of Jamesway Drive shall be used for any
purpose other than that of lawn, provided, however, this covenant shall not be construed to prohibit walks, drives, trees, shrubs, shrubbery, ornamental plants, flowers or any ornamental fence or hedge not over 4 feet in height to be used; but shall be construed as to prohibit any other use of said 100 feet.

23. No part of Sunnymeade Estates within one hundred sixty feet of Talmadge Road shall be used for the growing of vegetables, farm produce or grain. No part of lots 3 to 16 inclusive in Sunnymeade Estates within 160 feet of the center line of January Drive shall be used for the growing of vegetables, farm produce or grain.

In consideration of the premises and the enhancement in value of said lots in Sunnymeade Estates, James M. Taggart, Mabel G. Taggart, Louis A. Thomas, Julia C. Thomas and The First Federal Savings and Loan Association of Toledo, as owners and mortgagees do hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 30 day of October, 1950.

(Signed) James M. Taggart,

Louis A. Thomas,

Mabel G. Taggart,

Julia C. Thomas,

The First Federal Savings and Loan Association of Toledo,

By James V. Davidson, President,

By Florence J. Lupe, Secretary.

Four witnesses, two as to each signature.

Acknowledged October 30th, 1950 before a Notary Public, Lucas County, Ohio (Seal).

Received for record November 10th, 1950 at 4:25 P.M., and recorded in Volume 1494 of Mortgages, page 598.