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DECLARATION OF RESTRICTIONS

WHEREAS, Basil B. Roach and Mabel M. Roach, hereinafter referred to as the owners, hold title in fee simple to the following described parcels of land, situated in Washington Township, Lucas County, State of Ohio:

Lots One (1) to Twenty-nine (29) inclusive in the Plat of Talmadge Estates, an Addition in the Township of Washington, Lucas County, State of Ohio.

AND WHEREAS, Basil B. Roach and Mabel M. Roach, husband and wife, the owners, desire to establish restrictions upon the manner of use, improvements, and enjoyment, of the above described lots in Talmadge Estates and to hereby impose on said lots in said Talmadge 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 a general plan for the development of said addition designed to make same more attractive for residential purposes, Basil B. Roach and Mabel M. Roach, the owners, for themselves, their heirs and assigns, hereby declare and stipulate that each lot in said Talmadge Estates 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 said Basil B. Roach and Mabel M. Roach and all persons claiming under or through them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless and except the then owners of the majority of the footage abutting upon a duly dedicated street or road known as Marlaine Drive, which runs through the center of said addition in an easterly and westerly direction, 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 Talmadge Estates to prosecute proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate these covenants and either 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 ways effect any of the other provisions which shall remain in full force and effect.

4. All lots, subdivisions of lots, and portions of the above described Talmadge Estates shall be known and described as residential lots, plots, and sites; and hereafter no structure shall be erected on any such residential lot, plot, portion or site other than one (1) detached, single family dwelling, not to exceed one and one-half (1½) stories in height and a private garage of not more than three (3) passenger motor car capacity, and hereafter shall conform to the type of residence known as "ranch type" or "rambling bungalow".

5. On Lots One (1), Two (2), Three (3) and Four (4), the structures erected shall front on Talmadge Road.

On Lots Five (5) to Seventeen (17) and Eighteen (18) to Twenty-nine (29) inclusive the residences erected shall front on Marlaine Drive.

On Lot Eighteen (18) two homes may face Lainer Drive providing the site each is erected upon contains an area of not less than sixteen thousand three hundred fifty (16,350) square feet.

All lots in Talmadge Estates shall be known as residential lots and no home or other building shall be erected thereon unless the plot of ground or site upon which same is to be erected has a frontage of at least one hundred (100) feet.
upon either Talmadge Road, Marlaine Drive or Lainar Drive.

6. No building shall be erected, placed or altered on any building plot, lot, or site, in said Talmadge Estates until the building plans, specifications and plot plan showing the location of such building on said building site, has been approved in writing both as to conformity and harmony to external design with the desired structures to be erected in the said Talmadge Estates and as to the location of the building with respect to topography and finished ground elevation, by a committee elected by a majority of the owners of the lots or building sites in said "Talmadge Estates"; provided, however, that until such time as said committee has been so elected by a majority of the owners of said Talmadge Estates Addition, Basil B. Roach, Mabel M. Roach and Edward G. Harris and the survivors shall constitute such committee and shall so act until a committee of the said lot owners meet and elect such committee. In the event any such committee shall fail to approve or disapprove such building plans, specifications and plot plan within thirty (30) days after the same has been submitted to it, then such approval will not be required, providing, however, that the design of the structure and its location on the lot or building site conforms to and is in harmony with existing structures in said Talmadge Estates and under such circumstances this covenant will be deemed to be fully complied with. 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 a majority of the footage fronting upon said "Marlaine Drive" and duly filed with the recorder of Lucas County, Ohio setting forth the names and addressed of the persons serving on such committee together with their chairman and representative, which persons shall hereinafter constitute such committee, provided for hereunder.
7. On Lots Nos. one and two, the west foundation line of any house or any part thereof shall not be located nearer than one hundred twenty (120) feet nor further than one hundred fifty (150) feet from the center line of Talmadge Road. On lots three (3) and four (4) no house shall hereafter be erected less than eighty (80) feet or more than one hundred fifty feet from the center line of Talmadge Road. Except as to Lots Nos. two and three, no house or any part thereof shall be located nearer than one hundred ten (110) feet, nor further than one hundred thirty feet from the center line of Marlaine Drive. No building shall be located nearer than twelve (12) feet to any sideline of the building site on which said building is to be erected. Detached garages and detached screened summer porches, shall not be built or located nearer than ten (10) feet to the north line or the south line of the said "Talmadge Estates".

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

9. No trailer, basement, tent, shack, garage, barn, house-car 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 thereon has been completed as specified and called for in the plans and specifications thereof.

10. No residence, exclusive of One (1) story, open porches and garages, containing less than a ground floor area of one thousand fifty (1,050) square feet shall be hereafter erected on any plot or site in said "Talmadge Estates".

11. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house for keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass, or any reclaimed products; nor shall said premises be used for any business purposes whatsoever; nor shall any noxious, dangerous or offensive things be permitted or maintained thereon. Nor shall
any mercantile, manufacturers, 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 contained herein shall prohibit the keeping of two (2) house dogs, one (1) house cat and not to exceed fifty (50) chickens on any one parcel, said chickens, however, to be kept in a rodent proof chicken house in a fenced enclosure not less than one hundred ninety (190) feet from the center line of any thoroughfare upon which the site abuts.

12. As to lots numbers five to twenty-nine inclusive, no sign shall be displayed on any building site, home or lot in Talmadge Estates other than the following: -- A "For Sale" sign not to exceed two feet by four feet in size placed at least one hundred feet from the center line of the road upon which premises fronts; on lots one, two, three and four no sign shall be displayed other than signs or billboards advertising lots for sale in "Talmadge Estates" by the undersigned, and their agents.

13. No house on lots two and three shall be erected nearer than seventy feet to the center line of Marlaine Drive nor nearer than twenty feet to the west line of lot number twenty-nine and lot number five.

14. No house in said "Talmadge Estates" shall cost less than $7,500.00 to erect. This restrictive covenant is also contained in a deed recorded in Volume 1164 of Deeds, Page 202, Lucas County Recorder’s Office, Lucas County, Ohio.

15. Lots five to twenty-nine inclusive in said addition within One Hundred Ten (110) feet from the center line of Marlaine Drive shall not 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 fence or hedge of not over Four (4) feet in height to be used; but no vegetable, farm product, or grain shall be grown or suffered to remain upon any part of said premises within One Hundred Sixty (160) feet of the center line of the thoroughfare upon which said site abuts.
16. No persons of any race other than the Caucasian race shall use or occupy any building or plot or site in said Talmadge Estates except that this covenant shall not prevent the occupancy by domestic servants of a different race, who are domiciled with the owner or tenant as such servant.

In consideration of the premises and of the enhancement in value of said "Talmadge Estates", hereinbefore described, Basil B. Roach and Mabel M. Roach, husband and wife, do hereby declare and establish the foregoing restrictions and covenants and executes the same at Toledo, Ohio, this 23rd Day of February, 1949.

Signed in presence of:

Margaret Geiser

Edward G. Harris

STATE OF OHIO  )
   ) SS.
LUCAS COUNTY  )

Be it remembered, that on the 23rd day of February, in the year of our Lord One Thousand Nine Hundred and Forty-Nine, before me, the subscribed, a Notary Public within and for said County, personally came Basil B. Roach and Mabel M. Roach who executed the above declaration of restrictions, and acknowledged the signing thereof to be their voluntary act and deed, for the purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

SEAL

Edward G. Harris
Notary Public in and for the State of Ohio

Received for record February 23, 1949 at 12:05 P.M. and recorded in Vol. 1415 of Deeds Page 193 Lucas County, Ohio Records.