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DECLARATION OF RESTRICTIONS

WHEREAS, John K. Arnold and Ellen J. Arnold, husband and wife, hereinafter referred to as the owners, hold title in fee simple to the following described parcel of land, situated in Washington Township, Lucas County, State of Ohio:

Lots 1 to 25 inclusive in the Plat of TALWOOD, an Addition in the Township of Washington, Lucas County, State of Ohio.

AND WHEREAS, John K. Arnold and Ellen J. Arnold, the owners, desire to establish restrictions upon the manner of use, improvements and enjoyment, of the above-described lots in Talwood Addition and to hereby impose on said lots in said "Talwood" Addition 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, John K. Arnold and Ellen J. Arnold, the owners, for themselves, their heirs and assigns, hereby declare and stipulate that each lot in said Talwood Addition 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 John K. Arnold and Ellen J. Arnold and all persons claiming under or through them until January 1, 1996, 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 the footage abutting upon a duly dedicated street or land known as "Talwood Lane," 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 Talwood Addition 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. Lots 1 and 25 shall be known as residential lots and shall not be subdivided into more than two home sites fronting on Talmadge Road, and if such division is ever made each of such home sites fronting on Talmadge Road shall have a frontage of not less than 87 feet. No home shall be built fronting on Talmadge Road on a home site area of less than 12,500 square feet.

Lots 2 to 12 inclusive, and 14 to 24 inclusive shall be known as residential lots and no home or other building shall be built thereon situated on a building plot or site having a frontage of less than 100 feet on Talwood Lane.

Lot number 13 has been dedicated to public use for street purposes as soon as Talwood Lane is extended to the east for public use.

5. All lots, subdivisions of lots and portions of the above-described "Talwood" Addition 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 known as "ranch type" or "rambling bungalow".
6. No building shall be erected, placed or altered on any building plot, lot or site, in said "Talwood" Addition until the building plans, specifications and plot plan showing the location of such building on said building site, have been approved in writing as to conformity and harmony to external design with the existing structures in the said "Talwood" Addition and as to location of the building with the 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 "Talwood Tract"; provided, however, that until such time as said committee has been so elected by a majority of the owners of said "Talwood" Addition, John K. Arnold, Ellen Arnold 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 such committee shall fail to approve or disapprove such design and plans within 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 "Talwood" Addition 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 "Talwood Lane" and duly filed with the recorder of Lucas County, Ohio, setting forth the names and addresses of the persons serving on such committee, together with their chairman and representative, which persons shall thereinafter constitute such committee, provided for hereunder.

7. No building or any part thereof shall be located nearer to the center line of Talmadge Road than 80 feet. No building or any part thereon to be located nearer to the center line of "Talwood Lane" than 75 feet. No building, other than a detached
garage, shall be located nearer than 15 feet to any sideline of the building site on which said building is to be erected. No building shall be built or located nearer than 10 feet to the north line or the south line of the said "Talwood Addition". No building other than a detached garage, or screened summer house shall be built or located further than 100 feet from the center line of said "Talwood Lane."

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

9. 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 thereon has been completed as specified and called for in the plans and specifications thereof.

10. No residence, exclusive of 1 story, open porches and garages, containing less than a ground floor area of 960 square feet shall be permitted on any plot or site in said "Talwood Addition".

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 2 house dogs, 1 house cat and not to exceed 50 chickens on any one parcel, said chickens, however, to be kept in a fence enclosure not less than 200 feet from the thoroughfare upon which the tracts fronts.
12. No portion of said addition within 75 feet from the center line of the street or lane on which said site abuts shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prohibit walks, drives, trees, shrubs, shrubbery, ornamental plants, flowers nor any ornamental fence or hedge of not over 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 75 feet of the center line of the thoroughfare upon which said site abuts.

13. OMITTED.

In consideration of the premises and of the enhancement in value of said "Talwood Addition", hereinbefore described, John K. Arnold and Ellen J. Arnold, husband and wife, hereby declare and establish the foregoing restrictions and covenants and executes the same at Toledo, Ohio, this 29th day of May, 1946.

John K. Arnold
Ellen J. Arnold

Two witnesses.

Acknowledged May 29, 1946 in Lucas County, Ohio before a Notary Public, State of Ohio, (Seal).

Received for record June 25, 1946 and recorded in Volume 1302 of Mortgages, page 433.