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.
WHEREAS, Charles A. Hider and Mary M. Hider, husband and wife,
of Toledo, Ohio, hereinafter called Hiders, are the owners in fee simple of
the following described parcel of land, to-wit:
The West one-half (1/2) of the East one-half (1/2) of the Northwest one-
quarter (1/4) of Section nine (9), Town nine (9) South, Range seven (7)
East, in Washington Township, Lucas County, Ohio, excepting there-
from the North twenty-five (25) acres and the South five (5) acres there-
of. Subject to legal highways.

WHEREAS, said Hiders, as such owners of the said parcel of land, have
prepared and submitted a plat of part of said parcel of land to the proper authori-
ties of Lucas County, Ohio, be known as lots number 1 to 34 inclusive, in Towne
Acres, a Subdivision in Washington Township, Lucas County, Ohio;

NOW, THEREFORE, Hiders, the owners of the land described and
covered by the unrecorded plat of Towne Acres, a Subdivision in Washington
Township, Lucas County, Ohio, in order to establish a general plan for the
development of said subdivision designed to make the said lots in said contem-
plated addition more attractive for residential purposes and to protect the owners
of said lots in the enjoyment of their use for residential purposes, and in con-
sideration of the enhancement in value thereof, for themselves, their heirs,
and assigns, hereby declare and stipulate that that part of the above real property
which will be known as lots 1 to 34 inclusive, as shown by the unrecorded plat
of Towne Acres, a Subdivision in Washington Township, Lucas County, Ohio, now
owned by them shall hereafter be conveyed by them, their heirs and assigns, sub-
ject to the restrictions hereinafter set forth:

(1) These covenants and restrictions are to run with the land and shall be
binding upon said Hiders and all persons claiming under or through them until the
1st day of July, 1975, at which time said covenants and restrictions shall be auto-
matically extended for successive periods of 10 years unless by the then owners
of a majority of said lots 1 to 34 inclusive. in Towne Acres, it is agreed to change
said restrictions and covenants in whole or in part, provided such changes shall be by written instrument which shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive period mentioned herein, and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Lucas County Recorder.

(2) Invalidation of any of the restrictions and covenants herein by judgment, court order or by act of the owners as provided in Section 1 above, shall in no wise effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

(3) No liquor, whether spirituous, vinous or fermented, shall be sold or be allowed to be sold on said premises.

(4) Said premises shall not be used or be permitted to be used for any business purpose or purposes, and no noxious or offensive activity shall be carried on upon any part of said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

(5) All lots and portions of Towne Acres shall be described and known as residential lots. No structure shall be erected on any one residential lot other than one detached single family dwelling and/or a private garage building of not more than two car capacity. This restriction shall be construed to prohibit the erection of a duplex, income bungalow, tenement, flat or other building designed or altered to be occupied by more than 1 family and/or the maintenance or use of an outdoor privy or any other buildings other than a single family residence and a private garage of not more than two car capacity.

(6) No building, structure or basement shall be erected, placed or altered on any building residential lot in said Towne Acres until the building plans, specifications and plot plan showing the location of such building have been approved in
thereof. Such committee shall be composed of Charles A. Hider, Thomas J. Sallah and Robert J. Mulherin until such time as the lot owners in such subdivision shall elect a committee. Such new committee shall act only after filing with the Recorder of Lucas County, Ohio, of an instrument proving their election by the then owners of a majority of said lots. None of the members of said committee or its duly designated representative shall be entitled to compensation. In the event any such committee fails to approve or disapprove such design, cost and location within 30 days after such plans and estimates have been submitted to it, then such approval will not be required, provided the design and location on the plot conform to and are in harmony with existing structures in this subdivision and the restrictions imposed by this Declaration of Restrictions. In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, in accordance with the general plan as hereinbefore mentioned, and, in approving or withholding its approval of any plans or specifications so submitted, such Committee may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot upon which it is proposed to be erected or made and such other matters and considerations as such Committee may deem to be to the interest and benefit of the owners of lots in said subdivision as a whole with reference to such development; and any determination made by such committee in good faith shall be binding upon all parties in interest.

(7) No part of said property shall be used or occupied for a dog, cat, or animal hospital, kennel, stable or cattle yard, hog pen, fowl yard or house for keeping of any animal, fowl or bird or any noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or not, nor shall said premises be used for any mercantile and manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private
hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purposes of the premises for single residential purposes.

(8) No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, 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 has been completed as specified and called for in the plans and specifications thereof.

(9) The kind of residential structure that shall be permitted is to be approved by Building Committee.

(10) No residence shall be erected on any of said lots except as shown on the approved recorded plat. No foundation of a residence or a residence with a garage attached thereto shall be nearer than 10 feet to the side line of the lot.

No fence shall be higher than 3 feet 6 inches and shall not be placed closer to the street than the front building line set forth above and on said plat. Exceptions to §10 can be made by Building Committee.

(11) The grantees reserve to themselves, their heirs and assigns, the perpetual easement over the rear 5 feet of each lot as shown by said unrecorded plat of said subdivision for a right-of-way for telephone lines, service lines, electric lines and other public utility facilities, both below and above the ground, for the use and benefit of adjacent and neighboring premises together with the right to enter upon said premises for the purpose of laying, installing, repairing relaying and maintaining the same.

(12) All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

(13) These restrictions and covenants shall be operative upon said premises the same as if the unrecorded plat had been placed of record previous to the time of the recording of this Declaration of Restrictions.