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 AS TO LAND LOCATED IN TRAIL ACRES, Plat No. 3.

WHEREAS, Harry M. Smith, hereinafter referred to as the owner, holds title in fee simple to the following described parcels of land, situated in Washington Township, Lucas County, Ohio, to-wit:

Lots Numbered thirty-seven to fifty (37 to 50), both inclusive, and fifty-two (52) to fifty-seven (57), both inclusive, and Lots Lettered A and B in Trail Acres, Plat 3, an addition in Washington Township, Lucas County, Ohio;

and said parcels will hereafter be referred to as Trail Acres Plat No. 3.

WHEREAS, Harry M. Smith, the owner, desires to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in Trail Acres Plat No. 3.

AND, WHEREAS, other lot owners in Trail Acres Plat No. 3 may join in said restrictions by consent thereto;

NOW, THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform
general plan for the development, improvement, use, occupancy and
enjoyment of Trail Acres Plat No. 3, as an architectural, harmonious,
artistic and desirable residential district, Harry M. Smith, for
himself, his heirs and assigns, hereby declares and stipulates that
the above described land is hereby restricted in accordance with
the restrictions hereinafter set forth, and agrees that each lot in
Trail Acres Plat No. 3 shall hereafter be conveyed by him, his heirs
and assigns, subject to these restrictions:

1. These covenants and restrictions are to run with the
land and shall be binding on Harry M. Smith, his heirs and assigns,
and each and every person who shall hereafter become the owner
of any interest in any lot or any part of a lot in said tract and
shall continue until January 1, 1975, at which time said covenants
shall be automatically extended for successive periods of ten (10)
years each unless the owners of the majority of the foot frontage
of the lots covered by these restrictions shall agree in writing to
change these restrictions in whole or in part.

2. All lots, subdivisions of lots, and portions of Trail
Acres Plat No. 3 shall be restricted to residence purposes only, and
no building or structure of any kind shall be erected or maintained
in the premises other than a single residence designed for the use
of one family only, with attached private garage for the sole use
of the occupier of said premises. No more than one residence shall
be built upon any building site which must have at least one hundred
(100) feet frontage on a street.

3. No noxious or offensive trade or activity shall be
carried on in Trail Acres Plat No. 3 nor shall anything be permitted
therein which may be or become an annoyance or nuisance. No part
of said tract shall be used or occupied for the following purposes:
doctor, cat or animal hospital, kennel or house, stables, cattle yard,
hog pen, fowl yard or house or keeping of any animal, fowl or bird
which may cause a nuisance; nor storage of trailers, automobiles,
scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business or criminal purposes whatsoever; nor shall it be used for any mercantile or 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 purpose of the premises for single residential purposes. Only one (1) house dog and one (1) house cat may be kept on any one building site.

4. 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.

5. The kind of residential structure that shall be permitted is the type of residence known as "ranch type" or "rambling bungalow" with a minimum height of fifteen (15) feet and a maximum height of eighteen (18) feet to the peak of the house from the finished floor line; the roof must be gable or hipped; the floor area of the structure shall contain a minimum of twelve hundred (1200) square feet for the foundation, not including breezeway area or garage; and the exterior construction shall be limited to brick, brick veneer, stone, stone veneer, or frame.

6. No foundation shall be placed nearer than forty (40) feet from the front line of a building site which coincides with the building lines on said plat; no foundation shall be nearer the side line of any building site than ten (10) percent (%) of the width of the building site; no porch shall project forward from the foundation in any manner so as to be closer than thirty-five (35) feet from the front property line.
7. No fence shall be higher than three feet six inches and shall not be placed closer to the street than the building line set forth on the plat.

8. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, locations and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by at least a majority of a Property Committee consisting of Harry M. Smith, John A. Price, and Louis Lewandowski, or the survivors of them. In the event of the resignation, death or failure to act by any committee member, the remaining members shall have the power to appoint a member to succeed any of the above. The above committee then shall serve until another committee is elected as hereinafter provided. The committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the committee shall have the right to take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading, and the location of the buildings conform and are harmonious with the existing buildings in said Trail Acres Plat 3 and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within thirty (30) days after the same have been submitted to it, then such approval will not be required, provided however, the design of the structure, size, construction and its location on the building site conforms to and is in harmony with existing buildings in Trail Acres Plat No. 3 and restrictions contained herein. The members of the committee shall
not be entitled to any compensation. After Harry M. Smith, his heirs or assigns, has sold seventy-five (75) percent of the lots in Trail Acres Plat No. 3, or these restrictions have been in existence for five (5) years, a committee shall be elected by the owners representing a majority of the front footage of the lots or building sites in Trail Acres Plat No. 3, which shall then pass on these matters. This committee shall serve indefinitely and changes in its personnel may be made as provided for in the original committee set-up. Upon the election of this committee, a written instrument setting forth the names and addresses of the persons serving on such committee shall be recorded in the Recorder's Office of Lucas County, Ohio.

9. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Harry M. Smith, his heirs, legal representatives, and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

10. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as - Lots Numbered thirty-seven (37) to fifty (50), both inclusive, and fifty two (52) to fifty-seven (57), both inclusive, and Lots Lettered A. and B. in Trail Acres, Plat 3, an addition in Washington Township, Lucas County, Ohio, Harry M. Smith, as owner, and Maude Smith, wife of said Harry M. Smith, do hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 30th day of December, 1952.
Signed in the presence of:

Marcella Collins                  Harry M. Smith
Paul Rochte                      Maude Smith

STATE OF OHIO
LUCAS COUNTY

Before me, a Notary Public, in and for the county of Lucas and State of Ohio, personally appeared the above named Harry M. Smith and Maude Smith, who acknowledged that they did sign the foregoing instrument and the same is their free act and deed for the purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Toledo, Ohio, this 30th day of December, 1952.

Marcella Collins, Notary Public,
LUCAS COUNTY, OHIO (Seal).

Received for record December 31st 1952 at 2:59 P.M., and recorded in Volume 1600 of Mortgages, page 82.