TRAIL ACRES
PLATS 1 AND 2

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DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN
TRAIL ACRES PLAT NO. 1 AND PLAT NO. 2.

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 3 to 12 both inclusive, lots numbered 15, 18 and 19 and lot lettered "A" all in Trail Acres Plat 1, an Addition in Washington Township, Lucas County, Ohio; also lots numbered 20 to 29 both inclusive, lots numbered 31 to 36 both inclusive and lots lettered "A", "B" and "C" all in Trail Acres Plat 2, an Addition in Washington Township, Lucas County, Ohio, and said parcels will hereafter be referred to as Trail Acres Plat No. 1 and Plat No. 2.

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. 1 and Trail Acres Plat No. 2.

AND, WHEREAS, other lot owners in Trail Acres Plat No. 1 and Plat No. 2 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. 1 and Plat No. 2, as an architectural, harmonious, artistic and desirable residential district, Harry M. Smith, the owner, 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. 1 and Plat No. 2 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 1st 1975, at which time said covenants shall be automatically extended for successive periods of 10 years each unless the owners of the majority of the 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. 1 and Plat No. 2 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 100 feet frontage on a street.

3. No noxious or offensive trade or activity shall be
carried on in Trail Acres Plat No. 1 and Plat No. 2 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: dog, 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 1 house dog and 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 15 feet and a maximum height of 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 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 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 10% of the width of the building site; no porch shall project forward from the foundation in any manner so as to be closer than 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, location and approximately 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, Lee R. Shrewsbury, Harold A. Schneider, Arthur J. Van Tuinen and Louis H. 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 selected 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 No. 1 and Plat No. 2 and surrounding territory. In the event such committee shall fail to approve or disapprove such plans, specifications and grading plans within 30 days after the same have
been submitted to it, then such approval will not be required, providing, 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. 1 and Plat No. 2 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 75 per cent of the lots in Trail Acres Plat No. 1 and Plat No. 2 or if these restrictions have been in existence for 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. 1 and Plat No. 2, 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 3 to 12 both inclusive, lots numbered 15, 18 and 19 and lot lettered "A" all in Trail Acres Plat 1, an Addition in Washington Township, Lucas County, Ohio: Also lots numbered 20 to 29 both inclusive, lots
numbered 31 to 36 both inclusive and lots lettered "A", "B", and "C"
all in Trail Acres Plat 2, 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 executes the same at Toledo, Ohio, this
7th day of February, 1952.

(Signed) Harry M. Smith,
Maude Smith.

Two witnesses.

Acknowledged February 7th 1952 before a Notary Public,
Lucas County, Ohio, (Seal).

Received for record February 7th 1952 at 2:14 P.M., and
recorded in Volume 1550 of Mortgages, page 246.
Consent To and Declaration of Restrictions

By separate instrument received for record February 14, 1952 and recorded in Volume 1551 of Mortgages, page 164, above restrictions were consented to and affirmed by the following persons as owners of certain lots in said Trail Acres Plat 1 and Plat 2:

Arthur J. Van Tuinen and Jane Van Tuinen (husband and wife), as to lot number 1, Trail Acres Plat 1.

Lester A. Roudebush and Jewel Roudebush as to lot number 2, Trail Acres Plat 1.

Donald W. Collins and Florence Collins as to lot number 16, Trail Acres Plat 1.

Edgar H. Majot and Helen Majot as to lot number 17, Trail Acres Plat 1.

Wayne E. Price and Irene E. Price as to lot number 13, Trail Acres Plat 1.

Walter E. Conor, Jr., unmarried, as to lot number 14, Trail Acres Plat 1.

James G. Isaacs and Thelma G. Isaacs, husband and wife, as to lot number 30 in said Trail Acres Plat 2.

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Lee H. Shrewsbury and Arthur J. Van Tuinen having resigned, Howard Hughes and James C. Vollmayer were appointed members of the Property Committee established by Item 3 of above Declaration by the remaining members of said committee, viz: Louis Lewandowski, Harry M. Smith and Howard A. Schneider, by instrument dated July 11, 1952 and recorded in Volume 1579 of Mortgages, page 236.
-: RESOLUTION OF ELECTION :-

Whereas, the Declaration of Restrictions of Trail Acres Addition Numbers 1 and 2 provides that a Property Committee of five property owners from said addition shall be selected by a majority of front-foot property owners in said Trail Acres Addition #1 and #2, and

Whereas, a list of five names have been submitted and approved by a majority of front-foot property owners in said Trail Acres Additions #1 and #2 and

Whereas, the Declaration of Restrictions provides that the names of said Property Committee shall be filed with the Lucas County Recorder's Office.

Be it resolved that the following Property Committee has been duly elected and their names hereby recorded as provided by the Declaration of Restrictions:

Howard J. Hughes    President
Donald E. Shafer    Vice-President
Robert E. Durham    Treasurer
C. C. Ackerman    Secretary
Frank W. Eichenlaub    Committeeman

Certified this 26th day of February 1959.

C. C. Ackerman, Secretary.

Received for record February 26, 1959 at 2:05 P.M., and recorded in Volume 1918 of Mortgages, page 559.