TRILBY HEIGHTS
PLATS II AND III

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DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN TRILBY HEIGHTS, PLAT II AND PLAT III.

WHEREAS, Wanamaker Development Co., Fred F. Pepin and Florence C. Pepin, hereinafter referred to as the owners, hold title in fee simple to the following described parcels of land situated in Washington Township, Lucas County, Ohio, to-wit:

Lots forty-two (42), forty-three (43) and forty-four (44) in Trilby Heights Plat II, a Subdivision in Washington Township, Lucas County, Ohio; and

Lots forty-five (45) to sixty-four (64), both inclusive, in Trilby Heights Plat III, a Subdivision in Washington Township, Lucas County, Ohio,

and said parcels will hereafter be referred to as Trilby Heights Plat II and Trilby Heights Plat III;

WHEREAS, Wanamaker Development Co., Fred F. Pepin and Florence C. Pepin, the owners, desire to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in Trilby Heights Plat II and Trilby Heights Plat III;

WHEREAS, other lot owners in Trilby Heights Plat II and Trilby Heights Plat III 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 Trilby Heights Plat II and Trilby Heights Plat III as an architectural, harmonious, artistic and desirable residential district, Wanamaker Development Co., Fred F. Pepin and Florence C. Pepin, for themselves, their heirs, successors and assigns, hereby declare and stipulate that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agree that each lot in Trilby Heights Plat II and Trilby Heights Plat III hereafter be conveyed by them, their heirs, successors and assigns, subject to these restrictions.
1. These covenants and restrictions are to run with the land and shall be binding on Wansmeyer Development Co., Fred F. Pepin and Florence C. Pepin, their heirs, successors 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, 1985, 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 floor 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 Trilby Heights Plat II and Trilby Heights Plat III shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private garage for not more than two cars for the sole use of the occupier of said premises. Not more than one residence shall be built upon any lot.

3. No noxious or offensive trade or activity shall be carried on in Trilby Heights Plat II and Trilby Heights Plat III, 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 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 type of residential structure which shall be permitted shall be the conventional two story house, the story and a half house, the "ranch type" or what is known as the tri-level house. The ground floor area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall be not less than eight hundred sixteen (816) square feet of foundation area for a story and a half house; not less than six hundred twenty-four (624) square feet of foundation area for a two story house; not less than nine hundred thirty-six (936) square feet of foundation area for a ranch type house; and not less than eight hundred sixteen (816) square feet of foundation area for a tri-level house. The roof pitch of a ranch type house shall be a minimum of four (4) inches pitch or drop in twelve (12) feet, and the minimum roof overhang for a ranch type house or a tri-level house shall be sixteen (16) inches.

The exterior construction of any and all buildings shall be brick, brick veneer, stone, wood, or one-half inch Insulite prered siding. Stone veneer may be used only to enhance the frame or brick construction, and the amount and type used shall be as determined by the Property Committee.

No open car ports shall be constructed and all garages shall be enclosed on three sides and equipped with conventional type doors.

6. No part of the main foundation shall be placed nearer to the front line of a building site than the building line or lines shown on the plat; no foundation shall be nearer the side line of any building site than ten percent (10%) of the width of such building site; no porch shall project forward from the main foundation more than ten (10) feet and no part of any detached garage shall be located more than thirty (30) feet from the rear line of any lot, provided, however, that where lots are not rectangular or do not have uniform depth, the location of the garage shall be determined by the Property Committee.

7. Provision for the construction of a sidewalk, which shall be of concrete construction four (4) feet wide by at least four (4) inches in depth, shall be included in each and every contract for the construction of a residence. Such sidewalk shall be located at the point on the lot as shown on the plat of the Subdivision, and its construction must be completed within three months after the occupancy of any residence.

8. No so-called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of eight (8) feet in width.
9. No fence shall be more than three (3) feet six (6) inches in height, nor shall any fence be erected or maintained closer to the street than the building line or lines set forth on the plat.

10. 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 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 the majority of the Property Committee consisting of Richard W. Dalton, James W. Bauh and Dale H. Harms, or the survivors of them, and also by the Wannamaker Development Co. In the event of the resignation, death or failure to act by any committee member, the remaining member or members shall have the power to appoint his successor. 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 sole and exclusive 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 Plat 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 Trilby Heights Plat II and Trilby Heights Plat III and the restrictions contained herein. The members of the Committee shall not be entitled to any compensation. After Wannamaker Development Co., its successors or assigns, has sold seventy-five percent (75%) of the lots in said Trilby Heights Plat II and Trilby Heights Plat III; 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 said Trilby Heights Plat II and Trilby Heights Plat III 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.

12. Notwithstanding anything contained in these restrictions, Fred F. Pepin and Florence C. Pepin shall have the right to move onto Lots Sixty-three (63) and Sixty-four (64) in Trilby Heights Plat III a residence now occupied by them located in Lot Twelve (12) in Ketcham's Suburban Place, Washington Township, Lucas County, Ohio. If moved on such lots such residence shall, however, be located in conformity to any and all building lines made or established under these restrictions and in accordance with the grade to be set by the project engineers. These restrictions shall, however, apply to any new residences which may be constructed on either or both of said lots.

13. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Wanamaker Development Co., Fred F. Pepin and Florence C. Pepin, their heirs, successors, 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.

14. 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 forty-two (42), forty-three (43) and forty-four (44) in Trilby Heights Plat II, a subdivision in Washington Township, Lucas County, Ohio; and

Lots forty-five (45) to sixty-four (64), both inclusive, in Trilby Heights Plat III, a subdivision in Washington Township, Lucas County, Ohio,

Wanamaker Development Co., Fred F. Pepin and Florence C. Pepin, as owners, hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 11 day of September, 1962.
Signed by Wanamaker Development Co., by Richard A. Dalton, President, by Dale H. Harms, Secretary, and by Fred F. Pepin and Florence C. Pepin.

Two witnesses.

Acknowledged September 11, 1962 by the above named parties before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 14, 1962 at 10:46 A.M., and recorded in Volume 2055 of Mortgages, page 760.