VANDERBILT TERRACE

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

WHEREAS, The Ohio Citizens Trust Company, Trustee, an Ohio Corporation, the Lake Erie Construction Company, an Ohio Corporation and Milton L. Keil (hereinafter called the Owners) are the Owners of the following described property, to-wit:

Lots numbered 18 to 24, both inclusive; the north 10 feet of Lot 25; the south 30 feet of Lot 26; the north 30 feet of Lot 27; the south 20 feet of Lot 27; the north 40 feet of Lot 28; the south 10 feet of Lot 28; the north 5 feet of Lot 29; the south 10 feet of Lot 30; Lot 31; the south 20 feet of Lot 35; Lots numbered 36, 37, 38; the south 40 feet of Lot 39; Lots number 43 to 50, both inclusive; Lots 53 and 54; Lots 57 and 58; and Lots numbered 93 to 137, both inclusive, all in the REPLAT of VANDERBILT TERRACE, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, said Owners desire to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property in said addition is now held and is to be conveyed by the Owners.

NOW, THEREFORE, said The Ohio Citizens Trust Company, Trustee, the Lake Erie Construction Company and Milton L. Keil, in consideration of the enhancement of the value of said property to themselves and to afford purchasers from the Owners due and ample protection in the uses and occupancy thereof for the purpose for which it is designed, hereby declare that said real estate is held by the Owners and shall be conveyed subject to all the restrictions, conditions, covenants, charges and agreements hereinafter set forth, viz:
ARTICLE I

NUISANCES.

There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land above described any nuisance of any character.

No signs of any character shall be erected, posted, posted, or displayed upon or about any lot or part of said land without the written permission of The Ohio Citizens Trust Company, Trustee, and it shall have the right in its uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs may summarily remove and destroy all unauthorized signs.

If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of said land, whether public or private, whether heretofore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from The Ohio Citizens Trust Company, Trustee, and upon failure to do so, The Ohio Citizens Trust Company, Trustee, or any Owner or Occupant of said land may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose, and neither The Ohio Citizens Trust Company, Trustee, nor its successors or assigns, or any Owner or Occupant shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the Owner of the land on which such nuisance was committed, all the cost and expense, including attorney fees, incurred or expended in abating such nuisance.

The determination by The Ohio Citizens Trust Company, Trustee, its successors or assigns, as to what constitutes a nuisance within the meaning of the Article shall be conclusive and binding, and no Owner of land, and no other person, shall be entitled to any injunction to prevent the said The Ohio Citizens Trust Company, Trustee, from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.
ARTICLE II
USE OF LAND.

All of said property shall be used for private single or two-family residence purposes only except the south 20 feet of Lot 35; Lots 36, 37, 38, south 40 feet of 39 and Lots numbered 112 to 118, both inclusive, which said lots may be used for commercial purposes and commercial buildings may be built thereon and used for such purposes subject, however, to the provisions of Article number four.

ARTICLE III
SET BACKS.

No building, or part thereof, shall be erected or maintained on any part of said lots closer to any street than is shown by the set back lines on the recorded plat of said Replat of Vanderbilt Terrace Addition.

Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

No building, or part thereof, shall be erected or maintained on any part of any building plot closer than 5 feet from the side line of said building plot.

ARTICLE IV

No building shall be commenced, erected or maintained nor shall any additions to or change or alteration therein be made until the plans and specifications thereof showing the exterior design and materials to be used, the location on the building plot, grade and approximate cost thereof have been submitted to and approved, in writing, by The Ohio Citizens Trust Company, Trustee, their successors or assigns or architect appointed by it, its successors or assigns in writing, and the right to refuse to approve the same for esthetic or other reasons is reserved.

ARTICLE V
RIGHT TO ENFORCE.

The provisions herein contained shall run with and bind
the land and shall inure to the benefit of and be enforceable by the owner of any of said land, their respective legal representatives, heirs, successors and assigns, the failure by any land owner, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE VI

DURATION OF RESTRICTIONS.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then Owners of the lots it is agreed to change said covenants in whole or in part.

ARTICLE VII

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said land shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

AND, Margaret R. Keil, wife of Milton L. Keil, in consideration of the sum of $1.00, receipt of which is hereby acknowledged, joins in the execution of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF, The Ohio Citizens Trust Company, Trustee, has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its Vice-President and Assistant Secretary, and the Lake Erie Construction Company has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, and Milton L. Keil
and Margaret E. Keil have hereunto set their hands, all this 10th day of February, 1950.

(Signed) THE OHIO CITIZENS TRUST COMPANY, TRUSTEE

By Thomas H. Kiley, Vice President

By Franklin Barger, Ass't. Secretary

LAKE ERIE CONSTRUCTION COMPANY

By James R. Newell, President

By Milton L. Keil, Secretary

Milton L. Keil

Margaret E. Keil

Four witnesses, two as to each signature.

Acknowledged February 10, 1950 by The Ohio Citizens Trust Company, Trustee, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Acknowledged February 10, 1950, by Lake Erie Construction Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Acknowledged February 10, 1950, by Milton L. Keil and Margaret E. Keil before a Notary Public, Lucas County, Ohio, (Seal).

Received for record February 14, 1950 and recorded in Volume 1454 of Mortgages, page 306.