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DECLARATION OF RESTRICTIONS FOR VIEWMONT, A SUBDIVISION IN
WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

PART A. PREAMBLE
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, being the
present owners of each and every of the lots in the subdivision of the Town-
ship of Washington, Lucas County, Ohio, known as Viewmont, the plat of which
is recorded in Volume 55, Pages 23 and 24, of the Record of Plats, Lucas County,
Ohio; for the benefit and protection of ourselves and each of the future owners
of each of the lots of said addition, and in order that there may be established
a general plan of restrictions covering the use and occupancy of each of said
lots, do hereby declare that each and every of said lots hereinafter sold, con-
veyed or transferred, including transfers by operation of law, shall be deemed
to be sold, conveyed and/or transferred subject to the following covenants, con-
ditions, agreements, and restrictions, to-wit:

PART B. AREA OF APPLICATION
B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part
C in their entirety shall apply to all of the lots in the entire subdivision.

PART C. RESIDENTIAL AREA COVENANTS
C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential
purposes. No building shall be erected, altered, placed, or permitted to remain
on any lot other than one detached single-family dwelling not to exceed one and
one-half stories in height and a private garage for not more than two cars, or
one single-family dwelling not to exceed one and one-half stories in height with
private garage attached for not more than two cars.
C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered
on any lot until the construction plans and specifications and a plan showing the
location of the structure have been approved by the architectural control committee
as to quality of workmanship and materials, harmony of external design with existing
structures, and as to location with respect to topography and finish grade eleva-
tion. No fence or wall shall be erected, placed or altered on any lot nearer to
any street than the minimum building setback line unless similarly approved.
Approval shall be as provided in Part D.
C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any
lot at a cost of less than $11,000.00 based upon cost levels prevailing on the
date these covenants are recorded, it being the intention and purpose of the
covenant to assure that all dwellings shall be of a quality of workmanship and
materials substantially the same or better than that which can be produced on
the date these covenants are recorded at the minimum cost stated herein for the
minimum permitted dwelling size. The ground floor area of the main structure,
exclusive of one-story open porches and garages, shall be not less than 900 square
feet.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the
front lot line or nearer to the side street line than the minimum building set-
back lines shown on the recorded plat. In any event no building shall be located
on any lot nearer than 50 feet to the front lot line, or nearer than 25 feet to
any side street line. No building shall be located nearer to an interior lot line
than may be from time to time fixed by the local governmental agency granting
building permits or fixing zoning regulations. No dwelling shall be located on
any interior lot nearer than 40 feet to the rear lot line. For the purposes of
this covenant, eaves, steps, and open porches shall not be considered as a part
of a building, provided, however, that this shall not be construed to permit any
portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having
a width of less than 60 feet at the minimum building setback line nor shall any
dwelling be erected or placed on any lot having an area of less than 9,000 square
feet.

C-6. EASEMENTS. Basements for installation and maintenance of utilities and
drainage facilities are reserved as shown on the recorded plat and over the rear
five feet of each lot.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any
lot, nor shall anything be done thereon which may be or may become an annoyance
or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer,
basement, tent, shack, garage, barn, or other outbuilding shall be used on any
lot at any time as a residence either temporarily or permanently.

C-9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall
be raised, bred or kept on any lot, except that dogs, cats or other household
pets may be kept, provided that they are not kept, bred or maintained for any
commercial purpose.

C-10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a
dumping ground for rubbish. Trash, garbage or other waste shall not be kept
except in sanitary containers. All incinerators or other equipment for the stor-
age or disposal of such material shall be kept in a clean and sanitary condition.
PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of James E. Nightingale, Ruth O. Nightingale, and Stuart J. Dunavan, all of 2708 Laskey Road, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we the undersigned, as owners, of the lot, lots or part thereof indicated opposite our names hereinbelow, or as the owners of any interest therein by right of dower or otherwise, have hereto subscribed our names and executed this Declaration of Restrictions this 24th day of September, 1956.

Signed by Nightco, Inc., by James E. Nightingale, President, and Ruth O. Nightingale, Secretary, as to all lots in subdivision except lots 13 and 19, LeBay and Titgemeyer Builders, Inc., by Kenneth F. LeBay, Pres., James A. Titgemeyer,______.
as to lot number 19, and Doris Ann DeLong and Billie Dean DeLong, wife and husband, as to lot number 13.

Two witnesses.

Acknowledged September 24, 1956 by all parties, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 26, 1956 at 12:27 P. M., and recorded in Volume 1813 of Mortgages, page 47.