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 RESTRICTION

WHEREAS, H. L. WILSON BUILDER, INC., hereinafter called "OWNER" is the holder of the legal title to the following described real estate, to wit:

Lot Numbers Thirty (30) through Fifty-nine (59) both inclusive, in WILSON WEST PLAT II, a Subdivision in the CITY OF TOLEDO, LUCAS COUNTY, OHIO.

Lot Numbers Sixty (60) through Eighty-five (85) both inclusive, in WILSON WEST PLAT III, a Subdivision in the CITY OF TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinafter described is now owned by them, and subject to which the lots aforesaid are to be conveyed by them, respectively.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of said property and to afford purchasers thereof due and ample protection in the use and occupancy of the same and to provide a general plan of development of said lots in said Subdivision designed to make the same more attractive for the purchasers thereof, the undersigned Owner does hereby declare and stipulate that each of the Lots in said Subdivisions is made, and shall be held, subject to the following restrictions, covenants and conditions, to wit:

1. The covenants and conditions herein set forth shall run with the land and shall be binding on the undersigned and all persons claiming under or through the undersigned for a period of 25 years from the date hereof and continuing thereafter unless and until any proposed change shall have been approved in writing by the Owners of the legal title to a majority of said lots.

2. No building, wall, garage, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing ground or grade elevation, nature, kind, shape, type, material, color scheme and location of such structure on the lot, which have been submitted and approved in writing thereon by any one member of the Wilson West Committee, said Committee shall consist of officers of H. L. Wilson Builder, Inc. When 75% or more of the lots in other Subdivision have been sold then said lot owners shall select a committee except as to lots retained by H. L. Wilson Builder, Inc.; neither members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. Lots in said Subdivisions shall be used for resident purposes only and no structure, other than a dwelling and a private garage, which garage may be attached to or separate from the dwelling, of not more than two and one-half (2-1/2) car in size, shall be erected, altered or placed on said lots.

4. No single story residence, home or dwelling shall be erected or permitted upon any of said lots which contains a finished living area exclusive of open porches and garages, of less than 800 square feet.

5. No dwelling shall be permitted on any lot at a cost of less than $10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose 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.

6. No dwelling shall be located on any lot nearer to the front line than the minimum building setback lines shown on the recorded plat.
7. No structure of a temporary character, trailer, shack, basement, garage, tent, barn or other outbuilding, shall be used at any time on any of said lots as a residence, temporarily or permanently.

8. No noxious or offensive activities shall be carried on upon any of said lots nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, nor shall any commercial trade or activity or advertisement in connection therewith be conducted upon any of the lots herein described.

9. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building setback line shown on the recorded plat.

10. Upon the erection of a residence on any lot, lots or part thereof in either Subdivision, a public sidewalk conforming to regulation and requirements of the City of Toledo shall be installed.

11. If the owners of any of the lots in said Subdivisions, their heirs or assigns, shall violate any of the covenants herein contained it shall be lawful for any person, firm or corporation having any interest in any part of the lots herein described, to take necessary proceedings at law or equity to abate or enjoin such violation and to recover damages therefor, 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.

IN WITNESS WHEREOF, the M. L. WILSON BUILDER, INC. has caused its corporate name to be subscribed and by its duly authorized officers, this 8th day of November, 1971.

M. L. WILSON BUILDER, INC.

Two Witnesses

STATE OF OHIO

) SS:

COUNTY OF LUCAS

Be it known, that on this 8th day of November, 1971, before me a Notary Public in and for said County, personally appeared Marion L. Wilson of M. L. Wilson Builder, Inc., the corporation which executed the foregoing instrument, that they did sign said instrument as such and in behalf of said corporation and by authority of its Board of Directors; that said instrument is their free act and deed as such and respectively, and the free and corporate act and deed of said M. L. Wilson Builder, Inc. for the purposes herein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Received for record November 9, 1971 and recorded in Volume 2405 of Mortgages, page 76.