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DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN
WYNDALE ADDITION, WASHINGTON TOWNSHIP, LUCAS
COUNTY, OHIO.

WHEREAS, Mildred T. Matthews, 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 1 to 11 both inclusive and lots lettered A, B
and C in Wyndale Addition, Washington Township, Lucas County, Ohio;
and said parcels will hereafter be referred to as Wyndale Addition.

WHEREAS, Mildred T. Matthews, the owner, desires to establish
restrictions upon the manner of use, improvement and enjoyment of the
above described lots in Wyndale Addition.

NOW, THEREFORE, in consideration of the enhancement in value
hereof, and to afford purchasers due and complete protection in the
use and occupancy thereof for the purpose of providing a uniform
general plan for the development, improvement, use, occupancy and
enjoyment of Wyndale Addition, as a desirable residential subdivision,
Mildred T. Matthews, for herself, her heirs and assigns hereby declare
and stipulate that the above described land is hereby restricted in
accordance with the restrictions hereinafter set forth, and agrees
that each lot in Wyndale Addition shall hereafter be conveyed by her,
her heirs and assigns subject to these restrictions:

1. These covenants and restrictions are to run with the land
and shall be binding on Mildred T. Matthews, her 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 February 15th, 1980, 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. Said lots, subdivision of lots and parts of Wyndale Addition shall be restricted to residential 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, except on lots 9, 10 and 11 in Wyndale Addition which lots may be used for the erection of two family duplex or income bungalow subject to the permission and approval of the Washington Township Zoning Board. Attached or detached private garage for the sole use of the occupier of said premises. Not more than one residence shall be built upon any building site which must have at least 50 feet frontage on a street.

3. No noxious or offensive trade or activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the foregoing it is expressly understood that no part of said premises may be used for junk yard, storage of trailers, automobiles, scrap iron, building materials or any reclaimed products, nor shall said premises be used for business or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, or for sale of wines, liquors, beer or other intoxicants. 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 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 lots. No building erected on said lots shall be used as a residence until the exterior has been
completed as specified and called for in the plans and specifications thereof.

5. No building shall be erected, placed or altered on any building lot in these properties until the building plans, specifications and sketch showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures and as to location of the building with respect to topography and finished ground elevation by Mildred T. Matthews or Clarence J. Matthews. In the event of death or resignation, the remaining member shall have full authority to approve, disapprove or modify such design and location or to designate a representative with like authority. In the event said committee or its designated representative, fails to approve, disapprove or modify such design and location within 30 days after such plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after February 15th, 1980.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in these properties, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

6. A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
7. No hedges or fences shall be permitted on any lot in said Addition except to enclose the portion of any lot extending back from a point 2 feet forward from the rear of house. No fence except an art fence shall be erected on any corner lot and no fence or hedge shall be more than three feet six inches high. No trash burner, outdoor fireplace or other device expelling smoke shall be placed within 10 feet of any line of adjoining lots.

8. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Mildred T. Matthews, her 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 legal remedy.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as lots numbered 1 to 11, both inclusive, and lots lettered A, B and C in Wyndale Addition, Washington Township, Lucas County, Ohio, Mildred T. Matthews, as owner and Clarence J. Matthews, husband of Mildred T. Matthews do hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 15th day of February, 1955.

(Signed) Mildred T. Matthews,

Two witnesses. Clarence J. Matthews.

Acknowledged February 15" 1955 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record February 17" 1955 at 3:35 P.M., and recorded in Volume 1713 of Mortgages, page 525.