INDIAN RIDGE ACRES - PLAT 1

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DECLARATION OF RESTRICTIONS

WHEREAS, it is the desire of the undersigned owner of all the lots in INDIAN TRAIL ACRES, PLAT I (being lots numbered 1 to 7 inclusive), Waterville Township, Lucas County, Ohio, to provide restrictions which will be suitable and desirable for the use and occupancy of the lots in said Addition, and which will operate to the use and benefit of each lot holder and/or his successors and assigns.

NOW, THEREFORE, in order to provide a uniform and general plan for the improvement, development, use, occupancy and enjoyment of said lots in INDIAN TRAIL ACRES, PLAT I, an as architecturally harmonious, artistic and desirable residential district, the restrictions hereinafter contained are adopted pursuant to said general plan for the better and uniform improvement and development of INDIAN TRAIL ACRES, PLAT I, and for the benefit and protection for the owner of the lots herein referred to, and of all persons who may hereafter become the owners of said lots.

We, Mary H. Bucher and Orville D. Bucher, wife and husband, the owner's of the lots in INDIAN TRAIL ACRES, PLAT I, individually, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives, and/or assigns, who shall in the future be the owner, occupant, tenant, or own or acquire any interest in the improvement, development, use, occupancy and enjoyment of said Addition known as INDIAN TRAIL ACRES, PLAT I, an Addition in Waterville Township, Lucas County, Ohio, by the execution and recording of this indenture of covenants of restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of the property in said Addition owned by the undersigned, for the period and to the extent, and in the manner following, to wit:

1. Said premises shall be used exclusively for residence purposes.

2. There shall not be erected, placed or suffered to remain on said premises any building or structure whatever other than 1 private dwelling house, designed and intended for the occupancy of 1 family only, with garage and/or other outbuildings appurtenant thereto, and such dwelling house, garage, and/or other outbuildings shall be constructed, erected, placed, located and/or maintained only pursuant to and in accordance with, all and singular the covenants and agreements of the grantee herein contained and not otherwise.

3. No trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used as a residence, temporarily or otherwise.

4. Every residence constructed on said lot shall be 1 or 1 1/2 story, which includes split-level, in height; the floor space of each dwelling shall not contain less than 1100 square feet, breezeway and garage excluded.

5. No building or part thereof, except as hereinafter provided, shall be erected or maintained on any lot closer to the front line thereof, than is shown by the set back lines on the plat, and the side foundation walls of such structure shall be at least 1/10 the width of the lot from the sidelines.

6. No intoxicating liquor shall be manufactured or sold on said premises.

7. Said premises shall not be used for any purpose or in any way which may endanger the health or unreasonably disturb the quiet of any occupant of adjacent or neighboring premises.

8. No building or other structures shall be erected, moved or maintained on any lot unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind,

shape, type, material, color scheme and location of such structure which shall be submitted to a committee composed of Mary H. Bucher and Orville D. Bucher of Whitehouse, Ohio, or a committee selected by them, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Mary H. Bucher and Orville D. Bucher, or their successors may at their option disapprove any plan which in their opinion may not blend with the houses either built or planned for the future in said INDIAN TRAIL ACRES ADDITION by reason of architectural design, appearance, harmony, taste, type of material or aesthetic appeal.

9. No fences or walls exceeding 36 inches in height shall be permitted on any lot, unless approved by said committee.

10. Said premises shall not be resubdivided.

11. No composition siding shall be used for the construction of any building.

12. The grantor further covenants that it hold all other lands in INDIAN TRAIL ACRES, PLAT I, subject to the same restriction covenants as are set forth, for the benefit of the grantee, his heirs and assigns, and that each deed given by him for any of said lands shall contain the same restricting covenants that are herein set forth, which shall inure to and be for the benefit of the grantee herein and his heirs and assigns.

13. Easements and rights of way are hereby expressly reserved in, upon and over the rear 10 feet, the front 5 feet of each lot, for the following purposes: for the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith, for the transmission of electricity, telephone and other purposes; for the construction and maintenance of storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat or for any other public or quasi-public purpose which is wholly maintained beneath the surface of the ground.

The right is hereby reserved by Mary H. and Orville D. Bucher of said committee or it's assigns, to enter upon such strips of land to construct and maintain said lines, sewers, pipes and equipment for which said easements and right of way are reserved.

14. If any lot owner or tenant thereof, or any other occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Sep. 1" 1969, at which time said covenants shall be automatically extended for successive periods of ten 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.

16. If any of the covenants or restrictions hereinabove are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, we the udnersigned, as owners of all of the lots in the Plat I of INDIAN TRAIL ACRES, have hereunto subscribed our names and executed this Declaration of Restrictions this 15 day of January, 1959.

Signed by Mary H. Bucher, and Orville D. Bucher.

Two witnesses.

Acknowledged January 15, 1959 before a Notary Public, Lucas County, Ohio (Seal).

Received for record January 19, 1959 and recorded in Volume 1915 of Mortgages, page 231.