BRANT PLACE

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, Secure Building Co. is the owner of lots numbers 27 to 80 both inclusive in BRANT PLACE, a Subdivision in Washington Township, Lucas County, Ohio, with certain streets dedicated to public use and reservations by way of easement for the installation and maintenance of public utility services and with building set back requirements in accordance with the original plat thereof recorded in Volume h2-B at page 129 of the Plat Records in the Office of the County Recorder of Lucas County, Ohio; and

Whereas said owner desires to impose reasonable and beneficial restrictions upon the use, occupancy, improvement and enjoyment of said property which are uniform in their provisions, duration, operation and effect.

Now, therefore, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said property as an architecturally, harmonious and desirable residential area, said owner for itself and its successors and assigns and for the regulation and protection of each and every person, his or her or its heirs, successors, executors, administrators, legal representatives and assigns, who shall in the future be the owner, occupant or tenant of any interest in or to any of said property, in the improvement, development, use, occupancy and enjoyment thereof, does by the execution and recording of this declaration of restrictions, hereby restrict the improvement, development, use, occupancy and enjoyment of said property to the extent and in the manner following, to-wit:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling not to exceed 2 stories in height and a private garage for not more than 2 cars.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications therefor and a plot plan showing the
location of the structure upon such lot, shall have been approved by said Secure Building Co. or its nominees therefor, 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 elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less that $11,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of quality of workmanship and materials of substantially the same or better quality than that which can be produced on the date of these covenants, at the minimum cost stated herein for the permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one story dwelling, nor less that 700 square feet for a one and one half story dwelling, nor less than 500 square feet for a two story dwelling.

4. 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 30 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. The side line restrictions shall not apply to an approved garage or other approved accessory building located on the rear one-quarter of any lot. 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 to encroach upon another lot.

5. Basements for the installation and maintenance of utilities are reserved over the rear 5 feet of each lot and the south 5 feet of lots numbers 9, 11, 15 and 80.

6. 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.

7. 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.
8. No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot.

9. Power of approval, interpretation and administration of these covenants shall be vested in the Secure Building Co. as long as said company shall retain ownership of any parcel of land. When the Secure Building Co. no longer retains ownership of any parcel of said land, power of approval, interpretation and administration shall be vested in an architectural control committee. The architectural control committee shall be composed of 3 members elected by the property owners of said land. Each owner shall have 1 vote regardless of amount of property owned. A majority of the committee may designate a representative to act for it. In 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 representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

10. 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.

11. 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 25 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 the change of said covenants in whole or in part.

12. 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.

13. Invalidation of any one of these covenants by judgment or order of court shall in no wise affect any of the other provisions which shall remain in full force and effect.
IN WITNESS WHEREOF, said Secure Building Co. has caused its corporate
name to be subscribed to these presents by its President and Secretary,
thereunto duly authorized, on this 12th day of February, in the year of our
Lord, one thousand nine hundred and fifty-eight.

(Signed) Secure Building Co.,
By A. B. Stanbery, President,

Two witnesses.

Acknowledged February 12, 1958 by said Company, by said officers, by
authority of its Board of Directors, before a Notary Public, Lucas County,
Ohio, (Seal).

Received for record February 11, 1958 at 3:42 P.M., and recorded in
Volume 1077 of Mortgages, page 226.

The above restrictions were received for record a second time
on November 14" 1960 and recorded in Volume 1991 of Mortgages, page 531,
said second record changing only the first sentence of paragraph 9 to
read as follows: "Power of approval, interpretation and administration
of these covenants shall be vested in Secure Building Co. as long as
said Company shall retain ownership of any parcel of said land".