EXTENSION OF FORT MIAMI

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being the owners of the following described parcels of real estate situated in the City of Maumee and in Adams Township, Lucas County, Ohio, to-wit:

Lots Nos. 195, 196, 197, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 228, 229, 230, 231, 236, 237, 238, 239, 240, 241, 234 and 235, 194, 198, 199 in the EXTENSION OF FT. MIAMI, an Addition to the City of Maumee, Ohio, are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of realty;

NOW THEREFORE, in consideration of the premises and in consideration of the enhancement of the value of said realty and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development, will follow the general plan contemplated by the owners, said owners, for themselves, their heirs, successors and assigns, hereby declare and stipulate that each of said lots and parcels of realty shall be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until January 1, 1980, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless and until such time, within a period of 6 months immediately preceding the expiration of the original term of said restrictions or any successive term, the then owners of a majority of said lots shall have elected, in writing, to change, in whole or in part, or to terminate these restrictions and shall have placed said election of record.

2. If the owners, their heirs, successors or assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association or corporation owning, having any interest in or composed of the owners of any of the lots or
portions of lots above described to prosecute proceedings at law or in equity against a person, persons, firm, association or corporation violating or attempting to violate these covenants, and either to prevent him or them from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants shall not affect any other provision of this declaration.

4. All lots, subdivisions of lots and portions of the lots hereinabove enumerated in said Extension of Ft. Miami shall be used for single family residential purposes only. No building of any kind shall be placed thereon except one detached single family dwelling not to exceed one and one-half (1 1/2) stories in height and a private garage for not more than 2 cars, which garage shall not be used for dwelling purposes.

5. 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 Ft. Miami Development Co., its successors or assigns, as to quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No sign, 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.

6. In the event Ft. Miami Development Co., its successors, assigns 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 have been deemed to have been fully complied with.

7. No dwelling shall be permitted on any lot of less than 720 square feet ground floor area, not including breezeway or porch.

8. 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
setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line, except that no side yards shall be required for a garage or other permitted accessory building located 25 feet, or more, from the minimum building setback line. For the purpose 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.

9. Easements for installation and maintenance of utilities are reserved over the rear 5 feet of each lot.

10. No obnoxious 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.

11. 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.

12. 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.

13. 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 storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No trade, business, profession or use whatsoever other than for residential purposes and no sale of intoxicating liquors, whether for profit or otherwise, shall be permitted, carried on or conducted on any lot.
Dated this 27th day of July, 1954.

Signed by Ft. Miami Development Company and by William A. Weaver, Mabel I. Weaver, Arthur M. Hornby and Jessie Marie Hornby.

Received for record October 5, 1954 and recorded in Volume 1693 of Mortgages, page 26.