3rd Extension of Fort Miami

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described parcels of real estate situated in the City of Maumee, Lucas County, Ohio, to-wit: Lots numbered 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286 and 287 in Plat I, and Lots numbered 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 and 325 in Plat II in the Third (3rd) Extension of Ft. Miami Addition to the City of Maumee, Ohio, is 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 enjoyment, will follow the general plan contemplated by the owner, said owner, for itself, its successors and assigns, hereby declares and stipulates 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, 1985, at which time said restrictions and covenants shall be automatically extended for successive periods of 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 Third (3rd) Extension of Ft. Miami Addition 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 two (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 seven hundred twenty (720) square feet ground floor area, not including breezeway, or attached garage.

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 30 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 30 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 or side of each lot, all as shown and expressed on the plat of said Third (3rd) Extension of Fort Miami Addition.

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, unattached 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.

15. All persons, firms or corporations who shall now own or hereafter become owners of lots or lands in any and all Plats of the Third Extension of Fort Miami Addition, consent to and agree that each and every lot or parcel of land in said Plats of the Third Extension of Fort Miami Addition shall be subject to charges or assessments as from time to time imposed by the City of Maumee, Ohio, in accordance with legal requirements for the operation, maintenance and renewal of the lift station and appurtenances located on Lot D of Plat I of said Third Extension of Ft. Miami Addition, and dedicated, constructed and operated as a part of the storm drainage system of said Addition. Each and every owner of a lot or parcel of land in any and all Plats in said Third Extension of Fort Miami Addition, for themselves, their heirs, executors, administrators, successors and assigns, by accepting a conveyance of any such lot or parcel of land, consents and agrees that the City of Maumee from time to time may charge and/or assess such lot or parcel for the ratable amount of all expenses of such operation, maintenance or renewal of said lift station and appurtenances, either as a special assessment or otherwise, as said City of Maumee may determine.

Duly executed this 9th day of May, 1961 by Ft. Miami Development Co. and by The Ohio Citizens Trust Company, Trustee.

Ft. Miami Development Co.
By: Walter E. Schmitt, Jr., President
Attest: Gail S. Schmitt, Secretary
(With Corporate Seal)
THE OHIO CITIZENS TRUST COMPANY, TR.
By: William S. Miller, Vice President
Attest: R. W. Philis, Assistant Secretary
(With Corporate Seal)

Four Witnesses.
Acknowledged May 9, 1961 by Ft. Miami Development Co., by Walter E. Schmitt, Jr., President and Gail S. Schmitt, Secretary and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged May 9, 1961 by The Ohio Citizens Trust Company, __________, by William S. Miller, Vice President and R. U. Phillips, Assistant Secretary, and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Received for record May 11, 1961 and recorded in Volume 2008 of Mortgages, page 666.
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described parcels of real estate situated in the City of Maumee, Lucas County, Ohio, to-wit: Lots numbered 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, and 360 in Plat III in the Third (3rd) Extension of Ft. Miami Addition to the City of Maumee, Ohio, is 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 enjoyment, will follow the general plan contemplated by the owner, said owner, for itself, its successors and assigns, hereby declares and stipulates 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, 1985, at which time said restrictions and covenants shall be automatically extended for successive periods of 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 Third (3rd) Extension of Ft. Miami Addition 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 two (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 seven hundred twenty (720) square feet ground floor area, not including breezeway, or attached garage.

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 30 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 30 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 or side of each lot, all as shown and expressed on the plat of said Third (3rd) Extension of Fort Miami Addition.

10. 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.

11. No structure of a temporary character, trailer, basement, tent, shack, unattached 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 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.

15. All persons, firms or corporations who shall now own or hereafter become owners of lots or lands in any and all Plats of the Third (3rd) Extension of Fort Miami Addition consent to and agree that each and every lot or parcel of land in said Plats of the Third (3rd) Extension of Fort Miami Addition shall be subject to charges or assessments as from time to time imposed by the City of Maumee, Ohio, in accordance with legal requirements for the operation, maintenance and renewal of the lift station and appurtenances located on Lot D of Plat I of said Third (3rd) Extension of Ft. Miami Addition, and dedicated, constructed and operated as a part of the storm drainage system of said Addition. Each and every owner of a lot or parcel of land in any and all Plats in said Third (3rd) Extension of Fort Miami Addition, for themselves, their heirs, executors, administrators, successors and assigns, by accepting a conveyance of any such lot or parcel of land, consents and agrees that the City of Maumee from time to time may change and/or assess such lot or parcel for the ratable amount of all expenses of such operation, maintenance or renewal of said lift station and appurtenances, either as a special assessment or otherwise, as said City of Maumee may determine.

Duly executed this 17th day of January, 1962, by Ft. Miami Development Co. and by The Ohio Citizens Trust Company, Trustee.

Ft. Miami Development Co.

By: Walter E. Schmitt, Jr., President
Attest: Gail S. Schmitt, Secretary

The Ohio Citizens Trust Company, Trustee

By: William S. Miller, President
Attest: R. W. Phillis, Assistant Secretary (with corporate seal)

Four witnesses, two as to each signature.

Acknowledged January 17, 1962, by Ft. Miami Development Co., by Walter E. Schmitt, Jr., President, by Gail S. Schmitt, Secretary, by authority of its Board of Directors, before a Notary
Public, Lucas County, Ohio, (seal).

Acknowledged January 17, 1962, by The Ohio Citizens Trust Company, by William S. Miller, Vice President, by R. W. Phillips, Assistant Secretary, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Received for record January 17, 1962 and recorded in Volume 2032 of Mortgages, page 714.
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described parcels of real estate situated in the City of Maumee, Lucas County, Ohio, to wit: Lots numbered 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286 and 287 in Plat I and Lots numbered 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 and 325 in Plat II in the Third (3rd) Extension of Ft. Miami Addition to the City of Maumee, Ohio, is 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 enjoyment, will follow the general plan contemplated by the owner, said owner, for itself, its successors and assigns, hereby declares and stipulates 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, 1985, at which time said restrictions and covenants shall be automatically extended for successive periods of 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 Third (3rd) Extension of Ft. Miami Addition 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 two (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 seven hundred twenty (720) square feet ground floor area, not including breezeway, or attached garage.

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 30 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 30 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 or side of each lot, all as shown and expressed on the plat of said Third (3rd) Extension of Fort Miami Addition.

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, unattached 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.

15. All persons, firms or corporations who shall now own or hereafter become owners of lots or lands in any and all plats of the Third Extension of Fort Miami Addition, consent to and agree that each and every lot or parcel of land in said plats of the Third Extension of Fort Miami Addition shall be subject to charges or assessments as from time to time imposed by the City of Maumee, Ohio, in accordance with legal requirements for the operation, maintenance and renewal of the lift station and appurtenances located on Lot D of Plat I of said Third Extension of Ft. Miami Addition, and dedicated, constructed and operated as a part of the storm drainage system of said Addition. Each and every owner of a lot or parcel of land in any and all plats in said Third Extension of Fort Miami Addition, for themselves, their heirs, executors, administrators, successors and assigns, by accepting a conveyance of any such lot or parcel of land, consents and agrees that the City of Maumee from time to time may charge and/or assess such lot or parcel for the ratably amount of all expenses of such operation, maintenance or renewal of said lift station and appurtenances, either as a special assessment or otherwise, as said City of Maumee may determine.

Duly executed this 9th day of May, 1961 by Ft. Miami Development Co. and by The Ohio Citizens Trust Company, Trustee.

Ft. Miami Development Co.
By: Walter E. Schmitt, Jr., President
Attest: Gail S. Schmitt,
Secretary
(With Corporate Seal)
THE OHIO CITIZENS TRUST COMPANY, TR.
By: William S. Miller, Vice
President
Attest: R. W. Phillips, Assistant
Secretary
(With Corporate Seal)

Four Witnesses.
Acknowledged May 9, 1961 by Ft. Miami Development Co., by Walter E. Schmitt, Jr., President and Gail S. Schmitt, Secretary and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged May 9, 1961 by The Ohio Citizens Trust Company, _______, by William S. Miller, Vice President and R. W. Phillips, Assistant Secretary, and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Received for record May 11, 1961 and recorded in Volume 2008 of Mortgages, page 666.