GARY PARK

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DECLARATION OF RESTRICTIONS

Declaration of restrictions by The American Lands Co., dated October 30th 1956, filed for record November 5th 1956 at 11:12 A.M., and recorded in Volume 1820 of Mortgages, page 81, as follows:

WHEREAS, The American Lands Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, hereinafter called "Owner", is the owner in fee simple of the following described real estate, to-wit:

Lots numbers 1 to 25, both inclusive, in GARY PARK, a Subdivision in Adams Township, Lucas County, Ohio, recorded in Volume 55 of Plats, pages 93 and 99, and,

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinafore described is now owned by it, and subject to which the lots of aforesaid are to be conveyed by it, respectively.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of said property and to afford purchasers thereof due and ample protection in the use and occupancy of the same and to provide a general plan of development of lots in said subdivision designed to make the same more attractive for the purchasers thereof, the undersigned Owner does for itself, its successors, and assigns, hereby declare and stipulate that each of the lots in the aforesaid subdivision shall be conveyed by it subject to the following restrictions, covenants and conditions, to-wit:

1. The covenants and conditions herein set forth shall run with the land and shall be binding on the undersigned and all persons claiming under or through the undersigned for a period of 25 years from
the date hereof and continually thereafter unless and until any proposed change shall have been approved in writing by the Owners of the legal title or a majority of said lots.

2. No building, fence, wall, garage, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing nature, kind, shape, type, material, color scheme and location of such structure on the lot, ground or grade elevations, has been submitted to and the approval thereof secured by endorsement in writing thereon of a committee of three persons known as Gary Park Committee consisting of Glen C. Draper, Ira R. Cole and Odie Brookhart. Upon the death or resignation of any member of said committee the vacancy so caused may be filled by the remaining two members of the committee and as and when 75% or more of the lots in said subdivision have been sold then said lot Owners may select a committee of three who shall have all the rights and powers herein vested in the original committee. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. The lots in said subdivision shall be used for residential purposes only and no dwelling shall be erected, altered or placed on said lots other than one single family dwelling, together with a private garage for not more than two automobiles.

4. There shall be maintained a minimum side yard area on either side of any dwelling structure constructed on said lots of 8', except where a detached garage is constructed, it shall be located on the rear 1/3 of said lot and not closer to side line than 1 1/2 feet.

5. No single story residence, home or dwelling shall be erected or permitted upon any of said lots which contains a ground floor area, exclusive of open porches and garages, of less than eight hundred sixty-four square feet.

6. No dwelling shall be permitted on any lot at a cost of less
than ($10,000.00) based upon cost levels prevailing on the date these
covenants are recorded, it being the intention and purpose of the
covenant to assure that all dwelling shall be quality of workmanship
and materials substantially the same or better than that which can be
produced on the date these covenants are recorded at the minimum cost
stated herein for the minimum permitted dwelling size.

7. No dwelling shall be located on any lot nearer to the front
line than the minimum building setback lines shown on the recorded plat.

8. No structure of a temporary character, trailer, shack,
basement, garage, tent, barn or other outbuilding shall be used at any
time on any of said lots as a residence, temporarily or permanently.

9. No noxious or offensive activities shall be carried on
upon any of said lots nor shall anything be done thereon which may be
or may become an annoyance or a nuisance to the neighborhood, nor shall
any live stock be kept on any lot, nor shall any commercial trade or
activity or advertisement in connection therewith be conducted upon any
of the lots herein described.

10. No fence, wall or hedge shall be erected or maintained
upon said lots nearer to the dedicated street line than the building
setback line shown on the recorded plat nor shall any such fence, wall,
or hedge be erected on any part of said lots in excess of 4 feet in
height, without prior written approval of the Gary Park Committee.

11. If the owners of any of the lots in said subdivision, their
heirs, or assigns, shall violate any of the covenants herein contained
it shall be lawful for any person, firm or corporation having any interest
in any part of the lots herein described to take necessary proceedings
at law or in equity to abate or enjoin such violation and to recover
damages therefor. Invalidation of any one of these covenants by judgment
or court order shall in no wise affect any of the other provisions which
shall remain in full force and effect.