HALLMARK SQUARE

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DECLARATION OF RESTRICTIONS
HALLMARK SQUARE

KNOW ALL MEN BY THESE PRESENTS that Whereas Hall-Mark, Inc. is the owner of all lots in Hallmark Square, City of Oregon, Lucas County, Ohio, the same being described as lots 1 to 41 inclusive, and

WHEREAS, said Hall-Mark, Inc. for the mutual benefit and protection of itself and of future owners of said lots, desires to establish and carry out a general plan of development;

NOW, THEREFORE, in consideration of the premises, Hall-Mark, Inc., for itself, its successors and assigns, hereby declares and agrees that the property hereinbefore described shall be, and is hereby held, and shall be conveyed, subject to the following conditions and restrictions:

(1) Lots numbers 1 to 41 both inclusive, shall be restricted to one-family dwellings and not to exceed a two-car garage or carport for private use. Detached garages shall conform architecturally to the residence and shall be located within 5 feet of the rear lot line.

(2) All dwellings erected on lots described in paragraph 1 above shall be one story, story and a half, split-level or two story and may include attached garages or carports not to exceed 24 feet in width. All dwellings on said lot shall have a minimum living area of not less than 1,000 square feet. No dwelling shall be permitted on any building site at a cost of less than $18,000.00, 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 dwellings shall be of 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.

(3) Hall-Mark, Inc. may subdivide or convey less than the whole of any lot, but no grantee or successor in title shall do so without first obtaining the written consent of Hall-Mark, Inc.

The minimum dimensions of any building plot shall be 50 feet wide as the building set back line and 120 feet in depth.

(4) All buildings and the locations thereof shall comply with the building code and regulations of the City of Oregon and with the recorded plat. All or some buildings may be located behind setback lines shown on recorded plat if approved by the Architectural Control Committee.

(5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(6) No dwelling, garage, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected or maintained, nor shall any alteration, addition or change be made on any lot or to the buildings located on any lot until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings
and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level. Architectural Control Committee to set all house grades. All roofs to be of gable or hip type construction with minimum pitch of 3" in 12". Maximum ridge height for two story building to be 24 feet above first floor level. No first floor line shall be more than 24" above average grade of adjoining property.

(7) Said Architectural Control Committee shall be composed of Fred C. Hall and Albert L. Marquardt. Hall-Mark, Inc. shall have charge of and keep all records of said Committee.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of Hall-Mark, Inc., 2035 Woodville Road, Oregon, Ohio 43616. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

(8) No noxious or offensive trade or activity shall be carried on upon any residential lot or part thereof nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(9) No animal, fowl or livestock of any kind shall be kept harbored on any lot in said Addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in the Addition.

(10) No trailer, basement, tent, shack, garage, barn or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed.

(11) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved
container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot outside of the buildings.

(12) All clotheslines shall be confined to the yard to the rear of the dwelling.

(13) No sod or earth shall be removed from any lot except to permit building foundations.

(14) No signs shall be permitted on any vacant residential lot without the approval of Hall-Mark, Inc.

(15) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend above the finished grade at the back of said retaining wall. No fence within 5' of lot line shall exceed 4' in height.

(16) All the covenants, agreements, easements, reservations, restrictions contained herein are to run with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 1986, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for effective periods of ten (10) years unless waived or modified in writing by the then owners of three-fourths of the lots in the Addition. Said modifications of the restrictions to be effective must be recorded in the office of the Recorder of Lucas County prior to the expiration date.

(17) Hall-Mark, Inc. reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Hall-Mark, Inc., and Hall-Mark, Inc. shall not, by reason thereof, be deemed guilty of any manner of
trespass for such entry, abatement or removal. A failure of
Hall-Mark, Inc. to enforce any of the restrictions, rights, reserva-
vations, limitations, agreements, covenants and conditions herein
shall in no event be construed, taken or held to be a waiver thereof
or acquiescence in or consent to any continuing, further or succeeding
breach or violation thereof, and Hall-Mark, Inc. shall at any and all
times have the right to enforce the same.

(18) Invalidation of any one of these covenants by judgment
or court order shall in no wise effect any of the other provisions
and they shall remain in full force and effect.

In WITNESS WHEREOF, said Hall-Mark, Inc. sets its hand by
Fred C. Hall, President, and Albert L. Marquardt, Vice-President
this 4th day of April, 1966.

Fred C. Hall, President
Albert L. Marquardt, Vice-President.

Two witnesses.

(Signed) Shirley J. Peschel, Notary Public
Lucas County, Ohio.

Received for record April 11, 1966 and recorded in Volume
2180 of Mortgages, page 86.