INGRAHAM’S
SUBDIVISION
EXTENSION

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DECLARATION OF RESTRICTIONS FOR INGRAHAM'S SUBDIVISION EXTENSION, A SUBDIVISION IN JERUSALEM TOWNSHIP, LUCAS COUNTY, OHIO.

WHEREAS, Clifford E. Dunn, Alice Dunn, Leonard P. Martin, Ann Fazeckas, Andrew Fazeckas, Alice J. Long, Roger W. Bunte and Geraldine H. Bunte are the owners in fee simple of the following described real estate, to wit:

Lots Numbers 17 to 32 inclusive, in INGRAHAM'S SUBDIVISION EXTENSION, a Subdivision in Jerusalem Township, Lucas County, Ohio;

and

WHEREAS, the said Clifford E. Dunn, Alice Dunn, Leonard F. Martin, Ann Fazeckas, Andrew Fazeckas, Alice J. Long, Roger W. Bunte and Geraldine H. Bunte desire to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinabove described is now owned by them, and subject to which the lots aforesaid are to be conveyed by them, respectively.

NOW, THEREFORE, in consideration of the mutual execution hereof and of the enhancement of value of said property to the respective owners thereof, and to afford purchasers of all of said property due and ample protection in the uses and occupancies thereof for the purposes for which it is designed, the said Clifford E. Dunn, Alice Dunn, Leonard F. Martin, Ann Fazeckas, Andrew Fazeckas, Alice J. Long, Roger W. Bunte and Geraldine H. Bunte hereby declare that said real estate is held by them and shall be conveyed by them subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. Until January 1, 1959, no lot in herein described Subdivision shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than either a one detached single family dwelling not to exceed two stories in height with a private garage for not more than two cars, or a two story, two family residence commonly known as a duplex; it being expressly prohibited to erect more than one residential structure on any one lot.

2. 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 the Ingraham's Subdivision Improvements Committee, hereinafter described, 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 setback line unless similarly approved.

3. 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 dwellings shall be of a 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. The ground floor area of the main structure exclusive of one story open porches and garages, shall not be less than 720 square feet for a one or one and one-half story dwelling.
4. No building shall be located on any lot nearer to the front 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 thirty (30) feet to the front lot line, or nearer than seven (7) feet to any side street line, collateral and arterial streets. No building shall be located nearer than five (5) feet to an interior lot line, except that no said yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building setback line. 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. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot.

6. No noxious or offensive activity shall be carried 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. The architectural control committee is composed of Clifford E. Dunn and Alice Dunn, either of whom may act to represent said committee. In the event of death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated 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.

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 thirty (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.

9. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. 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.
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.

IN WITNESS WHEREOF, Clifford E. Dunn, Alice Dunn, Leonard P. Martin, Ann Fazekas, Andrew Fazekas, Alice J. Long, Roger W. Bunte and Geraldine H. Bunte, as owners of Lots Numbers 17 to 32, both inclusive, in Ingham's Subdivision Extension, a Subdivision in Jerusalem Township, Lucas County, Ohio, all have hereunto set their hands this 28th day of July, 1954.

Signed, acknowledged and delivered in the presence of: Two Witnesses

Acknowledged this 28th day of July, 1954, by Clifford E. Dunn, Alice A. Dunn, Leonard P. Martin, Ann Fazekas, Andrew Fazekas, Alice J. Long, Roger W. Bunte and Geraldine H. Bunte before me, a Notary Public, Lucas County, Ohio

Thomas J. Mattimoe
Notary Public

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