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DECLARATION OF RESTRICTIONS

FOR MARJORIE MANOR, THIRD EXTENSION, A
SUBDIVISION IN WASHINGTON TOWNSHIP,
LUCAS COUNTY, OHIO.

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

Lots numbers 77, 80, 81 to 85 inclusive, and 87 to 104
inclusive and 106 to 114 inclusive, in Marjorie Manor, Third Extension,
a Subdivision in Washington Township, Lucas County, Ohio;

and

WHEREAS, Manor Construction Company is the owner in fee of
the following described real estate, to wit:

Lots numbers 79, 86 and 105 in Marjorie Manor, Third Extension
a Subdivision in Washington Township, Lucas County, Ohio;

and

WHEREAS, Joseph G. Palenca and Gertrude Palenca of 3010½
Lagrange Street, Toledo, Ohio are the owners in fee of the following
described real estate, to-wit:

Lot number 78 in Marjorie Manor, Third Extension, a
Subdivision in Washington Township, Lucas County, Ohio;

and

WHEREAS, Matthew Sobb and Margaret Sobb of 1401½ Vance Street,
Toledo, Ohio are the owners in fee of the following described real
estate, to wit:

Lot number 82 in Marjorie Manor, Third Extension, a Subdivision
in Washington Township, Lucas County, Ohio;

and

WHEREAS, the said Trust Company and the said Manor Construction
Company desire to make known the restrictions, conditions, covenants,
charges and agreements, subject to which all of said property herein-
above 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 Trust Company and the
said Manor Construction Company 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, 1980, 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 one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot until the constructions, plans and specifications and a plan showing the location of the structure have been approved by the Marjorie Manor 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 $3000.00, based upon costs 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. The ground floor area of the main structure, exclusive of one story, open porches and garages, shall not be less than 900 square feet for a one story or less than 720 square feet for a one and one-half story dwelling.

4. No dwelling 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 30 feet to the front lot line, or nearer than 7 feet to any side street line, collateral and arterial streets. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 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. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 6000 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

7. 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.

8. 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.

9. The architectural control committee is composed of Joann E. Ach, 3504 Woodley Road; Arthur F. Ach, 3504 Woodley Road, Toledo, Ohio; and Thomas J. Mattimore, 1111 Edison Building, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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 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 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.

10. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

Dated November 15, 1954.

Executed by The Title Guarantee and Trust Company, Trustee, Manor Construction Company and by Joseph G. Palencsar, Gertrude Palencsar, Matthew Sobb and Margaret Sobb.

Received for record November 17, 1954 and recorded in Volume 1700 of Mortgages, page 129.
MARJORIE MANOR 3RD EXTENSION

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