MARTEN’S 2ND ADDITION

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DECLARATION OF RESTRICTIONS

WHEREAS, it is the desire of the undersigned, being all the owners of lots numbered 226 to 275, inclusive, in MARTEN'S 2ND ADDITION in the Village of Walbridge, Wood County, Ohio, to provide restrictions which will be suitable and desirable for the use and occupancy of the lots in said Addition and which will operate to the use and benefit of each lot owner and/or their successors and assigns.

NOW, THEREFORE, in order to provide a uniform and general plan for the improvement development, use occupancy and enjoyment of said lots in MARTEN'S 2ND ADDITION as an architecturally harmonious, artistic and desirable residential district, the restrictions hereinafter contained are adopted pursuant to said general plan for the better and uniform improvement and development of MARTEN'S 2ND ADDITION, and for the benefit and protection of the owners of the lots herein referred to, and all of the persons who may hereafter become the owner of said lots.

We, the owners of lots in MARTEN'S 2ND ADDITION, individually, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives, and/or assigns, who shall in the future be the owner, occupant, tenant, or own or acquire an interest in and to any lot or lots, or parts thereof, now owned by us, in the improvement, development, use, occupancy and enjoyment of said addition known as MARTEN'S 2ND ADDITION, an Addition in the Village of Walbridge, Wood County, Ohio, by the execution and recording of this indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of the property in said Addition owned by the undersigned, for the period and to the extent, and in the manner following, to-wit:

1. Said premises shall be used exclusively for residence purposes.

2. There shall not be erected, placed or suffered to remain on said premises any building or structure whatever other than one (1) dwelling house, designed and intended for the occupancy of one (1) family only, and garage, and such dwelling house and garage shall be constructed, erected, placed, located and/or maintained only pursuant to, and in accordance with, all and singular the covenants and agreements herein contained and not otherwise.
3. No house trailers of any type or character shall be moved onto any or allowed to remain upon the premises.

4A. Every residence constructed on Lots 926 through 951 shall be of ranch type construction and shall not be over one (1) story in height; the floor space of each dwelling shall not contain less than eleven hundred fifty (1150) square feet, breezeway and garage excluded. Every residence is to have exterior of brick veneer or natural stone. Every residence is to have a garage with foundation not less than 20 by 20 feet attached to residence.

4B. Every residence constructed on said Lots 922 through 975 inclusive shall have eleven hundred fifty (1150) square feet on the first floor, if ranch; nine hundred (900) square feet if 1 story; and eight hundred (800) square feet if two (2) story. Every residence must have a brick or stone exterior on front of same. Every residence is to have a garage with a foundation not less than 20 by 20 feet attached to residence.

All buildings shall have eavestrough and down spout to be tied direct to storm sewer.

5. No building or part thereof, except as hereinafter provided shall be erected or maintained on any lot closer to the front line thereof than is shown by the set back lines on the plat, and the side foundation walls of such structure shall be at least five (5) feet from the side lines of said premises, except as otherwise shown by the building line on the plat.

6. No dog kennels shall be erected or allowed to remain upon the premises and no poultry or livestock shall be kept upon the premises.

7. Said premises shall not be used for any purposes or in any way which may endanger the health or unreasonable to disturb the quiet of any occupant of adjacent or neighboring premises.

8. No outside incinerators shall be allowed on the premises.

9. Building plans and specifications are to be approved by a Committee. No such dwelling house, garage or outbuilding shall be erected, placed or suffered to remain on said premises unless and until the plans and specifications therefor shall have been approved in writing by a Committee composed of
Frank E. Fisher and Wray K. White, and, in the event there is a resignation or death of any member of the said Committee, the surviving member shall choose a successor.

10. The front of the lot is to be used for lawn purposes only; no portion of said premises within forty (40) feet of the street or highway on which said premises front shall be used for any purposes other than that of a lawn; provided, however, this covenant shall not be construed to prohibit walks, driveways, trees, shrubs, ornamental plants, flowers, fountains and similar ornamentations, but no vegetables or grains shall be grown or suffered to remain thereon. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

11. Said premises shall not be re-subdivided.

12. No building of any kind shall be moved upon said premises and no building shall be constructed upon said premises that shall contain second hand material of any kind. No composition siding shall be used for the construction of any building. No buildings shall be constructed of pre-cut or pre-fabricated type of material.

13. Easements and rights of ways are hereby expressly reserved in, upon and over the rear ten (10) feet, the front five (5) feet and two (2) feet on each side of each lot for the following purposes:

a. For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith.

b. For the transmission of electricity, telephone and other purposes.

c. For the construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat.

d. For any other public or quasi-public purposes and wholly functioned, maintained or performed by or in any method beneath the surface of the ground.

The right is hereby reserved at all times to enter upon the premises covered by the easement for the purposes of constructing and maintaining the various utility services mentioned in this paragraph 13.

14. If any structure of any character shall at any time be erected, constructed, used, operated or maintained on said premises, or any part thereof,
contrary to or in violation of either or any of the covenants, conditions, restrictions or reservations hereof, the same shall be forthwith abated, upon notice and demand therefor from the undersigned or from any owner or owners of other premises in said plat, and upon failure to so immediately abate said nuisance, said undersigned may, and the owner occupant of the premises hereinbefore described shall, summarily abate such a nuisance, using such force as may be necessary therefore, and neither the undersigned, their heirs, executors, or assigns, nor any other person shall be liable for damage in law or equity, but shall be paid by and recovered from the owner or occupant of said premises upon which such structure is erected or such nuisance committed, all costs and expenses, including attorney fees incurred or expended, in abating, the same.

The determination by the undersigned or their assigns as to what constitutes an unlawful use or nuisance within the meaning of this restriction, shall be conclusive and binding, and no owner of any land in said plat or any other person shall be entitled to an injunction or other judicial order to prevent the undersigned from determining whether or not a breach of the conditions, reservations hereof has occurred, or from enjoining the abatement thereof.

The covenants and conditions and restrictions and reservations contained herein shall run with the land and shall be operative and binding on the owners of the lots in said Addition, their heirs, administrators, executors, and assigns to January 1, 1990.

If any of the covenants or restrictions or conditions or reservations hereinabove are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.
IN WITNESS WHEREOF, the Fisher White Development Company, a partnership, by Frank E. Fisher and Wray K. White, as sole partners, has hereunto executed and delivered the foregoing Declaration of Restrictions this 5th day of March, 1969.

FISHER WHITE DEVELOPMENT COMPANY

BY

Frank E. Fisher

Wray K. White

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Bereta M. Clark

Elizabeth P. Headling

STATE OF OHIO } SS
COUNTY OF LUCAS

BE IT REMEMBERED, that on the 5th day of March, 1969, before me, the subscriber, a Notary Public within and for said County, personally came Frank E. Fisher and Wray K. White, who acknowledged the signing of the foregoing instrument, individually, and as sole owners and partners of Fisher White Development Company; and that said instrument is the voluntary act and deed of the said Frank E. Fisher and Wray K. White.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5th day of March, 1969.

Bereta M. Clark
Notary Public
Lucas County, Ohio
Commission Expires 8/20/73

THIS INSTRUMENT PREPARED BY:

VIRGIL E. CLARK