MAUMEE MEADOWS
PLATS 5 AND 6

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DECLARATION OF RESTRICTIONS AS TO LAND LOCATED IN MAUMEE MEADOWS PLATS 5 AND 6

WHEREAS, Wanamaker Development Co., hereinafter referred to as the owner, holds title in fee simple to the following described parcels of land situated in the City of Maumee, Lucas County, Ohio, to-wit:

Lots 126 to 166, both inclusive, in Maumee Meadows Plat 5, a Subdivision in the City of Maumee, Lucas County, Ohio,

and

Lots 167 to 174, both inclusive, in Maumee Meadows Plat 6, a Subdivision in the City of Maumee, Lucas County, Ohio.

and said parcels will hereafter be referred to as Maumee Meadows Plats 5 and 6;

WHEREAS, Wanamaker Development Co., the owner, desires to establish restrictions upon the manner of use, improvement, and enjoyment of the above described lots in Maumee Meadows Plats 5 and 6.

WHEREAS, other lot owners in Maumee Meadows Plats 5 and 6 join in said restrictions by consent thereto;

NOW, THEREFORE, in consideration of the premises, and in consideration of the enhancement in value thereof, and to afford purchasers due and complete protection in the use and occupancy thereof for the purposes of which the same are designated and to provide a uniform general plan for the development, improvement, use, occupancy and enjoyment of Maumee Meadows Plats 5 and 6 as an architectural, harmonious, artistic and desirable residential district, Wanamaker Development Co., for itself, its successors and assigns, hereby declares and stipulates that the above described land is hereby restricted in accordance with the restrictions hereinafter set forth, and agrees that
each lot in Maumee Meadows Plats 5 and 6 hereafter be conveyed by it, its successors and assigns, subject to these restrictions:

1. These covenants and restrictions are to run with the land and shall be binding on Wanamaker Development Co., its successors and assigns, and each and every person who shall hereafter become the owner of any interest in any lot or any part of a lot in said tract and shall continue until January 1st, 1983, at which time said covenants shall be automatically extended for successive periods of 10 years each unless the owners of the majority of the foot frontage of the lots covered by these restrictions shall agree in writing to change these restrictions in whole or in part.

2. All lots, subdivisions of lots, and portions of Maumee Meadows Plats 5 and 6 shall be restricted to residence purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a single residence designed for the use of one family only, and a private garage for not more than two cars for the sole use of the occupier of said premises. No more than one residence shall be built upon any lot.

3. No noxious or offensive trade or activity shall be carried on in Maumee Meadows Plats 5 and 6, nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, travel or house trailers, automobiles, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions
on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes. Only 1 house dog and 1 house cat may be kept on any one building site.

4. No trailer, basement, tent, shack, garage, barn, house-car or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. The type of residential structure which shall be permitted shall be the conventional two story house, the story and a half house, the one floor "ranch type" house and the tri-level house. The ground floor area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall be not less than 936 square feet of foundation area for a story and a half and the tri-level house except where the garage is attached the foundation area under the living area may be reduced to 884 square feet; not less than 624 square feet of foundation area for a two story house exclusive of garage; not less than 1200 square feet of foundation area for a ranch type home exclusive of attached garage. The roof pitch of a ranch type home shall be a minimum of 4 inches pitch or rise in 12 feet, and the minimum roof overhang for a ranch type house shall be 16 inches. Windows shall be fully weather-stripped wood windows or if of another material must be of a quality and type approved by the Property Committee.

The exterior construction of any and all buildings shall be brick, brick veneer, stone, wood, or if another material it must be of a quality and make approved by the Property Committee. Stone veneer may be used only to enhance the frame or brick construction, and the amount and type used shall be as determined by the Property Committee.

No open car ports shall be constructed and all garages shall be enclosed on three sides and equipped with conventional type doors.
6. No part of the main foundation shall be placed nearer to the front line of a building site than the building line or lines shown on the plat; no foundation shall be nearer the side line of any building site than ten per cent of the width of such building site; no porch shall project forward from the main foundation more than 10 feet. Houses with attached garages will be encouraged but where detached garages are permitted no part of said detached garage shall be located more than 30 feet from the rear line of any lot, provided, however, that where lots are not rectangular or do not have uniform depth, the location of the garage shall be determined by the Property Committee. No detached garages permitted on Lots 160, 161, 162, 163, and 164, inclusive.

7. Provision for the construction of a sidewalk, which shall be of concrete construction 4 feet wide by at least 4 inches in depth, shall be included in each and every contract for the construction of a residence. Such sidewalk shall be located at the point on the lot as shown on the Plat of the Subdivision, and its construction must be completed within three months after the occupancy of any residence.

8. No so-called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of 8 feet in width.

9. No fence shall be more than 3 feet 6 inches in height, excepting the 5 chain link fence at the rear of Lots 160, 161, 162, 163 and 164, inclusive. Nor shall any fence be erected or maintained closer to the street than the building line or lines set forth on the plat.

10. No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected, or maintained, nor shall any addition to, or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost
of such structure or work to be done, and the grading plan of the plot
to be built upon shall have been submitted to and approved in writing
by at least a majority of a Property Committee consisting of Richard
W. Dalton, James W. Rauh, Dale H. Harms and Charles P. Metty, or the
survivors of them, and also by the Wanamaker Development Co. In the
event of the resignation, death or failure to act by any committee
member, the remaining member or members shall have the power to appoint
his successor. The above committee then shall serve until another
committee is elected as hereinafter provided. The committee shall have
the right to refuse to approve any plans or specifications or grading
plans, which are not desirable or suitable, in its sole and exclusive
opinion, for aesthetic or other reasons; and in so passing upon such
plans, specifications and grading plans, the committee shall have the
right to take into consideration all of the restrictions contained
herein and shall further have the right to consider whether or not the
external design, grading, and the location of the buildings conform
and are harmonious with the existing buildings in said Plat and
surrounding territory. In the event such committee shall fail to
approve or disapprove such plans, specifications and grading plans
within 30 days after the same have been submitted to it, then such
approval will not be required, provided, however, the design of the
structure, size, construction and its location on the building site
conforms to and is in harmony with existing buildings in Maumee Meadows
Plats 5 and 6 and the restrictions contained herein. The members of
the committee shall not be entitled to any compensation. After Wanamaker
Development Co., its successors or assigns, has sold 75% of the lots
in the final Plat of Maumee Meadows, a committee shall be elected by
the owners representing a majority of the front footage of the lots or
building sites in the whole of said Maumee Meadows which shall then pass
of these matters. This committee shall serve indefinitely and changes
in its personnel may be made as provided for in the original committee
set-up. Upon the election of this committee, a written instrument setting forth the names and addresses of the person serving on such committee shall be recorded in the Recorder's Office of Lucas County, Ohio.

11. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Wanamaker Development Co., its successors, legal representatives, and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

12. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots 126 to 166, both inclusive, in Maumee Meadows Plat 5, a Subdivision in the City of Maumee, Lucas County, Ohio

and

Lots 167 to 174, both inclusive in Maumee Meadows Plat 6, a Subdivision in the City of Maumee, Lucas County, Ohio,

Wanamaker Development Co., as owner, hereby declares and establishes the foregoing restrictions and covenants and executes the same at Toledo, Ohio, this 20 day of January, 1972.

WANAMAKER DEVELOPMENT CO.

By Richard W. Dalton, President

By Dale H. Harms, Secretary

Two witnesses.

Acknowledged January 20th 1972 by said company, by said officers.

before a Notary Public, Lucas County, Ohio. (Seal).

Received for record January 21st 1972 and recorded in Volume 2435 of Mortgages, page 139.