MAXWELL PLACE
PLAT ONE

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Maxwell Place I
1-17

PROTECTIVE COVENANTS FOR MAXWELL PLACE PLAT ONE, A SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

Part A. Preamble

The purpose of these covenants is to guarantee to present and future owners, their heirs and assigns, of the realty described below, that all dwellings built in this subdivision, maintain their character, attractiveness and value of each individual lot, and of the whole property; and further that there shall be a general plan of uniform restrictions known to each owner for the improvement of the subdivision designed to make the tract more attractive for residential purposes.

As of this date, May 2, 1955, Raynor B. Pyle, Birdie H. Pyle, Elbridge H. Crowell, Jeanne I. Crowell, Wilbur A. Hayes and Marjorie C. Hayes are the owners of lots numbered 5 to 17, both inclusive, in MAXWELL PLACE PLAT ONE, a SUBDIVISION in WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

Part B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to all lots in the subdivision.

Part C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for 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.

C-2. ARCHITECTURAL CONTROL

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 architectural control committee as to the ability 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. Approval shall be as provided in part D. No fence shall exceed 3½ feet in height.

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than $8,000.00 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 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 be not less than 768 square feet for a one-story dwelling.

C-4 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot 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 25 feet to any side street line. 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 building located 70 feet or more from the minimum building setback line. For the purpose 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, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH

No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than the area as shown on the recorded plat.

C-6. EASEMENTS

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

C-7. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Not more than one dog or one cat shall be permitted at any residence.

C-8. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. VILLAGE ZONING RESTRICTIONS

In addition to the foregoing covenants, MAXWELL PLACE PLAT ONE, is further protected by the full Zoning Restrictions and requirements of the Township of Washington with which these covenants agree.

Part D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP

The architectural control committee is composed of Raynor B. Pyle, Birdie H. Pyle (husband and wife) both of 2211 Berdan

Avenue, Toledo, Ohio, and W. K. Rose, of 4002 Bowen Road, Toledo 13, 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 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.

D-2. PROCEDURE.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committeeor its designated representative fails to approve or disapprove within 30 days after plans and specification 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.

Part E. GENERAL PROVISIONS

E-1. TERM

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

E-2. ENFORCEMENT

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.

E-3. SEVERABILITY.

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

In consideration of the premises and the enhancement in value of said MAXWELL PLACE PLAT ONE, Raynor B. Pyle, Birdie H. Pyle, Elbridge H. Crowell, Jeanne I. Crowell, Wilbur A. Hayes and Marjorie C. Hayes, do hereby declare and establish the foregoing covenants and restrictions, and execute the same at Toledo, Ohio, this 2nd day of May, 1955.

Signed by Raynor B. Pyle, Birdie H. Pyle, Elbridge H.

Crowell, Jeanne I. Crowell, Wilbur A. Hayes and Marjorie C. Hayes.

Two witnesses.

Acknowledged May 2, 1955, in Lucas County, Ohio, before a Notary Public, State of Ohio (seal).

Received for record May 10, 1955 and recorded in Volume 1728 of Mortgages, page 58.

148674

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As of this date, June 30, 1955, Richard M. Holmes, Margaret D. Holmes, Jerome S. Bocian, Alice R. Bocian, Robert E. Rogowski, Dorothy A. Rogowski, Rayner D. Pyle, Birdie H. Pyle are the owners of lots numbered Eighteen (18) to Twenty-three (23), both inclusive, in MAXWELL PLACE PLAT ONE, a SUBDIVISION in WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

Part B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to all lots in the subdivision.

Part C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE

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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. Approval shall be as provided in part D. No fence shall exceed 3½ feet in height.

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than $8,000.00 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 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

[redacted]

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 be not less than 768 square feet for a one-story dwelling.

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C-4. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot 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 25 feet to any side street line. 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 building located 70 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

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No structure of a temporary character; trailer, basement, tent, shack; garage; barn; or other building shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. VILLAGE ZONING RESTRICTIONS

In addition to the foregoing covenants, MAXWELL PLACE PLAT ONE, is further protected by the full Zoning Restrictions and requirements of the Township of Washington with which these covenants agree.

Part D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP

The architectural control committee is composed of Raynor B. Pyle, Birdie H. Pyle (husband and wife) both of 2211 Berdan Avenue, Toledo, Ohio; and W. K. Rose; of 4002 Bowen Road, Toledo 13, 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 entitles 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.

D-2. PROCEDURE

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E-1. TERM

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

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Enforcement shall be by proceedings at low or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY

Invalidation of anyone of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

In consideration of the premises and the enhancement in value of said MAXWELL PLACE PLAT ONE, Richard M. Holmes, Margaret D. Holmes, Jerome S. Bocian, Alice R. Bocian, Robert E. Rogowski, Dorothy A. Rogowski, Raynor B. Pyle, Birdie H. Pyle, do hereby declaire and establish the foregoing covenants and restrictions, and execute the same at Toledo, Ohio, this 30th day of June, 1955.

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WITNESSED BY

L. H. Spencer Brett

T E Owens

Richard M. Holmes

Margaret D. Holmes

Jerome S. Bocian

Alice R. Bocian

Robert E. Rogowski

Dorothy A. Rogowski

Raynor B. Pyle

Birdie H. Pyle

STATE OF OHIO

SS:

COUNTY OF LUCAS

BE IT REMEMBERED, That on the 30th day of June, in the year Nineteen Hundred and Fifty-five, before me, the subscriber, a Notary Public in and for said County, personally came Richard M. Holmes, Margaret D. Holmes, Jerome S. Bocian, Alice R. Bocian, Robert E. Rogowski, Dorothy E. Rogowski, Raynor B. Pyle, Birdie H. Pyle, the signers in the foregoing instrument; and then and there acknowledged the signing thereof to be their voluntary act and deed, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Thomas E. Owens

NOTARY PUBLIC, LUCAS COUNTY, OHIO.

THOMAS E. OWENS
Notary Public, Lucas County, Ohio
My Commission Expires April 9, 1957

RECEIVED & RECORDED
AT 12:50 P.M.
JUL 6 1955
Gerald J Cullen
RECORDER, LUCAS COUNTY, OHIO

#3.50 L.T.