MAXWELL PLACE
PLAT TWO

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DECLARATION OF RESTRICTIONS
FOR MAXWELL PLACE PLAT TWO
SUBDIVISION

WHEREAS, Haymon R. Pyle and Birdie M. Pyle are the owners of the property herein referred to and described as Maxwell Place Plat Two and comprises lots 17 to 49 both inclusive and Ridgedale Road as vacated in Herbstor Place as recorded in Volume 44, page 48, Lucas County Plat Records and the west 1/2 of the west 1/2 of the northeast 1/4 of the northeast 1/4 of Section 17, Township 9 South, Range 7 east, Washington, Lucas County, Ohio except the north 621.01 thereof and except lots 18 to 23 both inclusive Maxwell Place Plat 1.

WHEREAS, the said owners desire to make known the restrictions, conditions, protective covenants, and agreements, subject to which all of the said property referred to herein is now owned by them respectively.

NOW THEREFORE, They hereby adopt this subdivision into lots as shown and dedicate for public use the ways herein shown. They hereby reserve for themselves, their successors, and assigns the right to use and permit the use of a strip of land 5 feet in width, along the rear of each lot, and a strip of land 5 feet in width along the side of each of several lots, as shown hereon, for the construction and maintenance of public or quasi-public utilities or plan for the better and uniform improvement and development of Maxwell Place Plat Two Subdivision, and for the benefit and protection of all persons who may hereafter become owners of lots therein. In consideration of the mutual execution hereof and the enhancement of value of said property to the respective owners thereof, and to afford purchasers of all said property due and ample protection in the use and occupancies thereof for the purposes for which designed, and shall be conveyed by it subject to all the restrictions, conditions, protective covenants and agreements hereinafter set forth:

1. Said lots shall be used for residence purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than a one (1) detached single-family dwelling not to exceed one story in height and a private garage for not more than 2 cars.

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 architectural control committee as to the quality of the workmanship and materials, harmony of external design with existing structures, and to the 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 a minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot at any cost of less than $9500.00 based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenants to assure that all the 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 herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of 1 story open porches and garages, shall be not less than 768 square feet for a 1 story dwelling.

4. No building shall be located on any lot nearer than the minimum building setback lines for front lines and side street lot lines as shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet of the front lot line, or nearer than 25 feet of any side street lot line. No building shall be located nearer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eves, 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.

5. No dwelling shall be erected or placed on any lot having a width of less than 32 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 768 square feet.

6. No noxious or offensive activity shall be carried on 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, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. All restrictions herein contained shall be construed together, but if it shall be held that any restrictions, or any part of any restriction, is invalid or unenforceable for any reason whatsoever, no other restriction or any part thereof, shall be affected or impaired.

9. 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.

10. The aforesaid restrictions shall be in full force and effect until the first day of January 1990.

Dated June 28, 1954. Signed: Raynor B. Pyle

Birdie H. Pyle

Received for record January 28, 1955 and recorded in Volume 1709 of Mortgages, page 524.