Meadow Wood Heights Plat 3

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title & Trust Company assumes no liability for the accuracy or completeness of the information herein
DECLARATION OF RESTRICTIONS

In order to create a more harmonious development we, Great Lakes Business Brokers, Inc., as Owners of the following pieces or parcels of real estate:

Lots, numbers 1, 2, 3, 9, 10, 14 and 15 in the Assessor's Plat of Section number thirty-six (36), Township two (2), in the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, in the City of Maumee, Lucas County, Ohio as recorded in Volume 2A of Plats, Page 46 of Lucas County,

Ohio records excepting therefrom that portion of said lands as are included in Meadow Wood Heights Plat 2, as shown on the recorded Plat thereof in Volume 56, Page 77, of Lucas County, Ohio.

Map records

We hereby declare the following restrictions on the use and occupancy of said lands if and when any Plat or Plats are recorded upon any part, or the whole of the above described premises, said lots that lots shall be subject to the following restrictions:

1. 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 a half stories in height and a private garage for not more than two cars.

2. No excelling shall be permitted on any lots in said subdivision having a ground floor area of less than 250 sq. ft. The case of a one story dwelling or 650 sq. ft., in the case of a one and a half story dwelling, these figures are exclusive of garages and such dwelling shall not exceed 1,000 sq. ft., and on the cost levels prevailing on the date of the recording of these covenants.

3. No residence shall be located nearer to the front lot line than the building line indicated on the recorded Plat. Cemeteries and terraces are excluded from this regulation. Nor shall the residence be built closer to a side lot line than 3 ft. except where shown otherwise on the recorded Plat.

4. No out-buildings shall be erected on any lot, except a one or two-car garage which may be built at front or rear, which must be built not less than 3 ft. nor more than 3 ft. from the side line and not less than 2 ft. nor more than 10 ft. from the rear lot line, unless the same is attached to the residential structure, either directly or with a breezeway.

5. No sign shall be permitted on any lot or house built thereon, except as may be necessary for the sale of the premises.

6. No fence shall be constructed forward of the main rear house line, and any fence shall be constructed of decorative material as chain link or wood picket.

7. No noisy or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

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

9. Before any structure can be built on any lot, the plans and specifications for the same must be approved in writing by The Northern Ohio Investment Company or its nominee.
Nothing herein contained, however, shall be construed as to preclude or prohibit the use of any part of these lands for public or religious purposes. The construction of the necessary facilities for these purposes shall not be considered a violation of these restrictions.

11- These restrictions shall run with the land for a period of twenty-five (25) years from the date of recording hereof and shall be renewable for an additional twenty-five (25) year period upon the approval of a majority of the then owners of all the lots.

12- The owner of any lot may enjoin in a court of competent jurisdiction any attempt to violate any of these restrictions. The invalidation of any of these covenants by a court of competent jurisdiction shall not render the other covenants invalid but the same shall remain in full force and virtue.

WITNESSES:

Robert J. Cullen

STATE OF OHIO) SS

COUNTY OF LUCAS)

Before me, a Notary Public, in and for said County and State, personally appeared John F. Coble and E. C. Ritenour, who are the President and Assistant Secretary, respectively, of Great Lakes Business Brokers, Inc., who acknowledge that they did sign the foregoing instrument and that the same is their free act and deed both personally and as such officers and the free act and deed of Great Lakes Business Brokers, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Toledo, Ohio this 3rd day of April, 1938.

RECEIVED & RECORDED AT 3:31 PM APR 4 1938 RIDGEWOOD, LUCAS COUNTY, OHIO DORE

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