MINOR PARK PLAT I

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

The undersigned being the owners of all the lots in "Morin Park, Plat #1, an Addition in Sylvania Township, Lucas County, Ohio", for the purpose of enhancing the value of said lots, and in consideration of mutual benefits, do hereby adopt the following covenants and restrictions, which covenants and restrictions shall run with the land and be binding upon all the parties hereto and all parties claiming under them until January 1, 1975.

1. All of the lots in said addition shall be known and described as residential lots and shall be used for residential purposes only and private garages, and not more than one one-family residence shall be built upon one lot, excepting lots 20, and 21, which may be subdivided into parcels having a street frontage of not less than 80 feet and an area of not less than 15,000 square feet, but said parcels shall be otherwise subject to the provision of this restriction. Necessary fences may also be constructed, which fences, unless hedges, shall not be over 60 inches in height from the level of the land immediately surrounding same.

2. No building shall be erected on any lot nearer than 50 feet to the front lot line, nor nearer than 30 feet to any side lot line. The side restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on
corner lots no structure shall be permitted nearer than 20 feet to the side street line. Where the terrain of the lot or some other factor shall make this restriction impractical, the plottors, or the committee hereinafter referred to, may waive or modify this restriction upon the request of the owner, but there shall be maintained a distance of at least 10 feet between houses on adjoining lots.

3. No porch or veranda shall be built upon any lot so that the same shall extend more than 10 feet beyond the minimum building line hereinafore established.

4. No residential lot shall be resubdivided into building lots having less than 15,000 square feet of area or a width of less than 80 feet each, nor shall any building be erected on any residential building plot having an area of less than 15,000 square feet or a frontage of less than 80 feet, except lots 14 to 19 both inclusive.

5. The plottors also reserve to themselves, their heirs and assigns, the right for a period of 20 years after April 1, 1930, to apply or petition for the installation of sewers of all kinds, water and water mains, and pavements, to and for the use of said lots, and the purchaser agrees to sign any proper and reasonable petition with the plottors and to pay the assessments assessed against the property, and said sewers, water and water mains shall be located in the strip of land designated "Public Utility Right-of-Way" on said Miner Park, Plat §1, whenever feasible to be so located.

6. A perpetual easement is reserved over the rear 4 feet of each lot for utility installation and maintenance.
7. No building shall be erected on any lot until the design and location have been approved in writing by the plators or by the committee hereinafter referred to. However, in the event that the plators or the committee hereinafter referred to fails to approve or disapprove said design or location within 30 days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

In any case, either with or without the approval of the plators or the committee hereinafter referred to, no dwelling costing less than $7500.00 shall be permitted, and the ground floor square foot area thereof shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two-story structure.

8. No intoxicating liquor shall ever be manufactured or sold upon any part of said addition and no obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No lots in said addition should be sold, leased, or transferred to any person other than people of the Caucasian race.

10. Until an approved public water supply is available, the location of all wells, other than drilled wells, and sufficiency and purity of the water supply shall be approved by the State or Local Board of Health.

11. Until such time as a sanitary sewer system shall have been constructed in Miner Park Subdivision #1, a sanitary septic tank constructed in accordance with the code of the State
of Ohio shall be installed for each dwelling house erected on said premises, and no other sanitary provision or device shall be permitted to remain thereon. The effluent from septic tanks shall not be permitted to discharge directly into a storm sewer, stream, open ditch or drain, but shall be discharged into an approved absorption field.

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1975, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation. On or after January 1, 1975, these restrictions may be renewed, modified or amended by agreement of two-thirds of the lot owners at that time.

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

14. When two-thirds of the lots in said subdivision have been sold by the original plotters, said plotters may appoint or designate a committee of lot owners, preferably residents in said subdivision, which committee shall pass upon those matters referred to in restrictions Nos. 2 and 7.

IN WITNESS WHEREOF the lot owners and purchasers of lot under land contract in said subdivision have hereunto set
their names this 10th day of April, 1939.

LOT OWNED

Glenn H. Reams
Margaret V. Reams
Isabelle S. Herzberg
Lillian R. Affleck
Georgia Virginia Rayburn

LOT OWNED

#s Six and Seven.

# Ten.

#s Three and Four

The South 225 feet of lot 21, except the west 501.35 feet thereof.

LOT OWNERS

Marguerite Stewart Welles
Aloy O. Smith

LOT OWNED

# Five.

(#s 1, 2, 8, 9, 11 to 20 inc., and
the North 225 feet of lot 21.

LAND CONTRACT PURCHASERS

Elizabeth S. Atkin
Claude A. Browster
Jessie May Browster

LOTS PURCHASED UNDER LAND CONTRACT

(The East 195.68 feet of the West 391.35 feet of the South 225 feet of lot 21.

(The West 195.67 feet of the South 225

)(feet of lot Number 21.

Received for record April 10, 1939 and recorded in Volume 232 of Deeds, page 375.
A deed from Homer D. Hyde and Alcy O. Smith to Glenn H. Beams and wife, conveying lots 6 and 7 in Miner Park, Plat I, dated October 28, 1923 and recorded in Volume 730 of Deeds, Page 346, contains the following restrictions:

1. For the protection of the various purchasers of lots in said Miner Park, Plat I, and in order to enhance the value thereof to said purchasers, the following restrictions, terms and conditions concerning the use of said lots have been adopted and will be embodied in the several deeds thereof.

2. No intoxicating liquor shall ever be manufactured or sold upon any part thereof.

3. That the said lots, excepting lots numbered 1 and 14, which shall be reserved for commercial purposes at the discretion of the sellers, their heirs and assigns, shall be used for residence purposes only and private garages, and no buildings of any kind shall be placed thereon except residence buildings and private garages to be used in connection therewith, and not more than one residence shall be built upon any lot except by the written consent of the sellers, their heirs and assigns, and with their consent not to exceed two residences may be built upon any one lot, excepting lots 20 and 21, which may be sub-divided into parcels having a street frontage of not less than 50 feet, but said parcels shall be otherwise subject to the provisions of this restriction, being number three.

Necessary fences may also be constructed and maintained on lot lines, which fences, unless hedges, shall not be over 60 inches in height from the level of the land immediately surrounding same. No residence shall be built which is designed to be occupied
by more than two families, and any residence to be occupied by
more than two families shall be of such exterior architectural design as to
conform to the appearance of a residence of but one family only.

4. The sellers also reserve to themselves, their heirs
and assigns, the right for a period of ten years after October 1,
1904, to apply or petition for the installation of sewers of all
kind, water and water mains and pavements, so and for the use of
said lots, and the purchaser agrees to sign petition with the
sellers and pay the assessment assessed against the property; and
said sewers, water and water mains shall be located in the strip
of land designated "Public Utility Right of Way" on said Minor
Park, Plat I, whenever feasible to be so located.

5. In order to avoid the setting of poles and stringing
of wires in the streets of said Minor Park, Plat I, the sellers,
their heirs and assigns, reserve the right to grant to such public
utilities corporations as they shall deem best, the right to
occupy, wherever feasible, the rear 4 feet of all lots in said
Minor Park, Plat I, for the purpose of setting poles, stringing
wires, and placing other apparatus and "appliances" thereon,
so that such public utilities corporations may furnish to the
purchasers of said lots electricity, light, heat or power,
telephone service, and any other conveniences of service at the
expense of the purchasers of said lots, except that the sellers
shall, at their expense, have poles and wires for electric house
lighting placed and strung in the strip of land designated "Public
Utility Right of Way" on said Minor Park, Plat I, or, if not
feasible, in some other location which the owners may deem best.

6. The minimum cost of all residence building to be
built upon lots in the said addition, excluding from said costs
interior decorations and chandeliers, shall be $7,500.00.
The plans and specifications of any house to be erected on any lot in said addition must be submitted to the sellers for their approval in writing, and all questions as to where it shall be placed and how set shall be determined by them.

7. The minimum distance from the front lines of lot at which building shall be erected upon said lots, based upon the front body lines of said residences, shall be as shown by building lines in said Minor Park, Plat I, and no building shall be erected nearer the side lines to said lots than 20 feet, nor on the rear 4 feet of said lots reserved for the use of public utilities.

8. No porch or veranda shall be built upon any lot so that the same shall extend more than 10 feet beyond the minimum building line hereinabove established.

9. Except as herein provided, the above restrictions shall be and remain in full force and effect and shall be binding upon each and every purchaser of lots in said Minor Park, Plat I, and their successors and assigns, for a period of 20 years from the 1st day of October, 1929.

10. No lot in Minor Park, Plat I, shall be sold, leased or transferred to any person except people of the Caucasian race.

11. These restrictions, terms and conditions shall apply to all lots in said Minor Park, Plat I, except that restrictions numbers 4, 5, last paragraph of restriction number 6, number 9, number 10 and number 12, only shall apply to lots numbers 1 and 14.

12. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto except only as hereinbefore excepted.
COVENANT AS TO RESTRICTIONS

The undersigned being the owners of all the lots in "Miner Park, Plat 31, an Addition in Sylvania Township, Lucas County, Ohio", for the purpose of enhancing the value of said lots, and in consideration of mutual benefits, do hereby adopt the following covenants and restrictions, which covenants and restrictions shall run with the land and be binding upon all the parties hereto and all parties claiming under them until January 1, 1975.

1. All of the lots in said addition shall be known and described as residential lots and shall be used for residential purposes only and private garages, and not more than one one-family residence shall be built upon one lot, excepting lots 20, and 21, which may be subdivided into parcels having a street frontage of not less than 80 feet and an area of not less than 15,000 square feet, but said parcels shall be otherwise subject to the provision of this restriction. Necessary fences may also be constructed, which fences, unless hedges, shall not be over 60 inches in height from the level of the land immediately surrounding same.

2. No building shall be erected on any lot nearer than 50 feet to the front lot line, nor nearer than 30 feet to any side lot line. The side restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on
corner lots no structure shall be permitted nearer than 20 feet to the side street line. Where the terrain of the lot or some other factor shall make this restriction impractical, the plattors, or the committee hereinafter referred to, may waive or modify this restriction upon the request of the owner, but there shall be maintained a distance of at least 10 feet between houses on adjoining lots.

3. No porch or veranda shall be built upon any lot so that the same shall extend more than 10 feet beyond the minimum building line hereinabove established.

4. No residential lot shall be resubdivided into building lots having less than 15,000 square feet of area or a width of less than 80 feet each, nor shall any building be erected on any residential building plot having an area of less than 15,000 square feet or a frontage of less than 80 feet, except lots 14 to 19 both inclusive.

5. The plattors also reserve to themselves, their heirs and assigns, the right for a period of 20 years after April 1, 1930, to apply or petition for the installation of sewers of all kinds, water and water mains, and pavements, to and for the use of said lots, and the purchaser agrees to sign any proper and reasonable petition with the plattors and to pay the assessments assessed against the property, and said sewers, water and water mains shall be located in the strip of land designated "Public Utility Right-of-Way" on said Liner Park, Flat #1, whenever feasible to be so located.

6. A perpetual easement is reserved over the rear 4 feet of each lot for utility installation and maintenance.
7. No building shall be erected on any lot until the design and location have been approved in writing by the plattors or by the committee hereinafter referred to. However, in the event that the plattors or the committee hereinafter referred to fails to approve or disapprove said design or location within 30 days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

In any case, either with or without the approval of the plattors or the committee hereinafter referred to, no dwelling costing less than $7500.00 shall be permitted, and the ground floor square foot area thereof shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half or two-story structure.

8. No intoxicating liquor shall ever be manufactured or sold upon any part of said addition and no obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No lots in said addition should be sold, leased, or transferred to any person other than people of the Caucasian race.

10. Until an approved public water supply is available, the location of all wells, other than drilled wells, and sufficiency and purity of the water supply shall be approved by the State or Local Board of Health.

11. Until such time as a sanitary sewer system shall have been constructed in Miner Park Subdivision #1, a sanitary septic tank constructed in accordance with the code of the State
of Ohio shall be installed for each dwelling house erected on said premises, and no other sanitary provision or device shall be permitted to remain thereon. The effluent from septic tanks shall not be permitted to discharge directly into a storm sewer, stream, open ditch or drain, but shall be discharged into an approved absorption field.

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1975, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation. On or after January 1, 1975, these restrictions may be renewed, modified or amended by agreement of two-thirds of the lot owners at that time.

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

14. When two-thirds of the lots in said subdivision have been sold by the original plotters, said plotters may appoint or designate a committee of lot owners, preferably residents in said subdivision, which committee shall pass upon those matters referred to in restrictions Nos. 2 and 7.

IN WITNESS WHEREOF the lot owners and purchasers of lot under land contract in said subdivision have hereunto set
their names this 10th day of April, 1939.

**LOT OWNED**

Glenn H. Reams
Margaret V. Reams
Issabelle S. Herzberg
Lillian R. Affleck
Georgia Virginia Rayburn

(The South 225 feet of lot 21, except
the west 501.55 feet thereof.

**LOT OWNERS**

Marguerite Stewart Welles
Alcy O. Smith

(#3 1, 2, 0, 0, 11 to 20 inc., and
the North 225 feet of lot 21.

**LAND CONTRACT PURCHASERS**

Elizabeth S. Atkin
Claude A. Browswer
Jessie May Browswer

(The East 195.60 feet of the West 501.55
feet of the South 225 feet of lot 21.

(195.67 feet of the south 225
feet of lot number 21.

Received for record April 10, 1939 and recorded in
A deed from Homer D. Hyde and Aloy O. Smith to Glenn H. Means and wife, conveying lots 6 and 7 in Minor Park. I, dated October 29, 1920 and recorded in Volume 700 of Deeds, page 340, contains the following restrictions:

1. For the protection of the various purchasers of lots in said Minor Park, Plat I, and in order to enhance the value thereof to said purchasers, the following restrictions, terms and conditions concerning the use of said lots have been adopted and will be embodied in the several deeds thereof.

2. No intoxicating liquor shall ever be manufactured or sold upon any part thereof.

3. That the said lots, excepting lots numbered 1 and 14, which shall be reserved for commercial purposes at the discretion of the sellers, their heirs and assigns, shall be used for residence purposes only and private garages, and no buildings of any kind shall be placed thereon except residence buildings and private garages to be used in connection therewith, and not more than one residence shall be built upon one lot except by the written consent of the sellers, their heirs and assigns, and with their consent not to exceed two residences may be built upon any one lot, excepting lots 20 and 21, which may be sub-divided into parcels having a street frontage of not less than 60 feet, but said parcels shall be otherwise subject to the provisions of this restriction, being number three.

Necessary fences may also be constructed and maintained on lot lines, which fences, unless hedges, shall not be over 60 inches in height from the level of the land immediately surrounding same. No residence shall be built which is designed to be occupied
4. The sellers also reserve to themselves, their heirs and assigns, the right for a period of ten years after October 1, 1981, to apply or petition for the installation of sewers of all kinds, water and water mains and pavements, exclusive for the use of said lots, and the purchaser agrees to sign petition with the sellers and pay the assessment assessed against the property; and said sewers, water and water mains shall be located in the strip of land designated "Public Utility Right of Way" on said Minor Park, Plat 1, whenever feasible to be so located.

5. In order to avoid the setting of poles and stringing of wires in the streets of said Minor Park, Plat 1, the sellers, their heirs and assigns, reserve the right to grant to such public utilities corporations as they shall deem best, the right to occupy, whenever feasible, the rear 4 feet of all lots in said Minor Park, Plat 1, for the purpose of setting poles, stringing wires, and placing other apparatus and "appliances" thereon, so that such public utilities corporations may furnish to the purchasers of said lots electricity, light, heat or power, telephone service, and any other conveniences or service at the expense of the purchasers of said lots, except that the sellers shall, at their expense, have poles and wires for electric house lighting placed and strung in the strip of land designated "Public Utility Right of Way" on said Minor Park, Plat 1, or, if not feasible, in some other location which the owners may deem best.

6. The minimum cost of all residence building to be built upon lots in the said addition, excluding from said costs interior decorations and chandeliers, shall be $7,500.00.
The plans and specifications of any house to be erected on any lot in said addition must be submitted to the sellers for their approval in writing, and all questions as to where it shall be placed and how set shall be determined by them.

7. The minimum distance from the front lines of lot at which building shall be erected upon said lots, based upon the front body lines of said residences, shall be as shown by building lines in said Hiner Park, Plat I, and no building shall be erected nearer the side lines to said lots than 20 feet, nor on the rear 4 feet of said lots reserved for the use of public utilities.

8. No porch or veranda shall be built upon any lot so that the same shall extend more than 10 feet beyond the minimum building line hereinabove established.

9. Except as herein provided, the above restrictions shall be and remain in full force and effect and shall be binding upon each and every purchaser of lots in said Hiner Park, Plat I, and their successors and assigns, for a period of 20 years from the 1st day of October, 1929.

10. No lot in Hiner Park, Plat I, shall be sold, leased or transferred to any person except people of the Caucasian race.

11. These restrictions, terms and conditions shall apply to all lots in said Hiner Park, Plat I, except that restrictions numbers 4, 5, last paragraph of restriction number 6, number 9, number 10 and number 12, only shall apply to lots numbers 1 and 14.

12. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto except only as hereinbefore excepted.