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PROTECTIVE COVENANTS FOR MINTON PARK PLAT TWO
A SUBDIVISION IN THE CITY OF TOLEDO, 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, August 14, 1956, the undersigned are the owners of all lots in MINTON PARK PLAT TWO, a Subdivision in the City of Toledo, Lucas County, Ohio, wherein there are fifty-two (52) lots; and the undersigned, Hampton Building & Supply Co., is the owner of the majority of the lots, located at 2211 Berdan Avenue, Toledo, 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 quality 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 3 1/2 feet in height, nor shall extend into the
building set back area. All houses on lots numbered eighty-one (81) to one hundred and thirty (130) both inclusive, shall be of brick or stone veneer construction or other material approved in writing by the Architectural Control Committee.

C-3. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than $8000.00 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 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 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 800 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.

C-5. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot.

C-6. 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-7. 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-8. VILLAGE ZONING RESTRICTIONS

In addition to the foregoing covenants, MINTON PARK PLAT TWO is further protected by the full Zoning Restrictions and requirements of the City of Toledo with which these covenants agree.

PART G. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP

The architectural control committee is composed of Raynor
B. Pyle, Birdie N. Pyle (husband and wife) both of 2211 Berdan Avenue Toledo, Ohio, and C. C. Rooney, of 1964 Upton Avenue, Toledo, 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 committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 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 MINTON PARK PLAT TWO, Hampton Building & Supply Co. does hereby declare and establish the foregoing covenants and restrictions, and executes the same at Toledo, Ohio, this 14th day of August, 1956.
Executed August 14, 1956 by Ronald Keeler and Wallace Montri as to the premises in question and other owners as to other lots.

Received for record October 22, 1956 and recorded in Volume 1817 of Mortgages, page 147.

AN AMENDMENT TO PROTECTIVE COVENANTS FOR
MINTON PARK, PLAT TWO

We, the undersigned, a majority of the property owners in Minton Park, Plat Two and in accordance with the provisions of the Protective Covenants for Minton Park, Plat Two, hereby amend Part C, Section D-1 of recorded restrictions known as "Protective Covenants for Minton Park, Plat Two, a Subdivision in the City of Toledo, Lucas County, Ohio" which are duly recorded in Volume 1817, page 147, Record of Mortgages, in the Office of the Recorder of Lucas County, Ohio, in the following respects:

"The Architectural Control Committee, effective as of the date of the recording of this Amendment, is composed of Howard F. Snyder of 2515 Brenner Court, William Godlewski of 2507 Melva Court, Louis Tomaszewski of 2516 Overy Court, Charles A. Swinghammer of 1523 Torisdale Court and Jack W. Kriener of 2531 Torisdale Court, all in Toledo, Ohio."

(Signed) John Q. Carey, et al.

Received for record October 22, 1957 at 10:00 A.M., and recorded in Volume 1826 of Mortgages, page 309.