MINTON PARK
PLAT IV

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PROTECTIVE COVENANTS FOR MINTON PARK PLAT IV
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 this subdivision designed to make the tract more attractive for residential purposes.

As of this date, April 28th, 1959, the undersigned are the owners of all lots in MINTON PARK PLAT IV, a Subdivision in the City of Toledo, Lucas County, Ohio, wherein there are thirty-five (35) lots; and the undersigned, Pyle Development Co., 2211 Berdan Avenue, Toledo, Ohio, is the owner of all the lots.

PART B. AREA OF APPLICATION

B-1 FULL 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. Said restriction is not meant to exclude split level structures.

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 3½ feet in height, nor shall extend into the building set back area, except as approved by Committee. All houses on lots numbered 113 to 177, 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 $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 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 1000 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 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 IV is further protected by the full Zoning Restrictions and requirements of the City of Toledo with which these covenants agree.
C-9 TRANSFERS AND/OR CONVEYANCES

No lot shall be sold, transferred, conveyed or deeded to any person or persons without first obtaining the written approval of at least two of the members of the Architectural Control Committee; it being the intent and purpose of this restriction to protect the owner or owners of other lots in this Plat from conveyances of property to persons or persons of questionable character and/or of undesirable moral standards.

PART C ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The architectural control committee is composed of Raynor B. Pyle, Birdis H. Pyle (husband and wife) both of 2211 Berdan Avenue, Toledo, Ohio, and C. C. Rooney, of 196th 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, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have 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 anyone of these covenants by judgment or court order shall in no wise affect 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 HINTON PARK FLAT IV, Pyle Development Co. does hereby declare and establish the foregoing covenants and restrictions, and executes the same at Toledo, Ohio, this 28th day of April, 1959.

PYLE DEVELOPMENT CO.,

By Raynor B. Pyle, President,

By Birdie H. Pyle, Secretary.

Two Witnesses.

Acknowledged April 28th 1959 by said Company, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 7th 1959 at 10:10 A.M., and recorded in Volume 1928 of Mortgages, page 167.