MIRACLE MILE MANOR - PLAT I

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RESTRICTIVE COVENANTS

WHEREAS, GLASS CITY CONSTRUCTION CO., an Ohio corporation, filed in the office of the Lucas County Recorder, Toledo, Ohio, on the 27th day of May 1955, Plat No. I, MIRACLE MILE MANOR, City of Toledo, Lucas County, Ohio, which Plat was recorded in Volume 54, pages 33 and 34 Book of Plats in said office, which Plat includes Lots Nos. 2 to 89, inclusive, in MIRACLE MILE MANOR, PLAT I, in the City of Toledo, Lucas County, Ohio; and

WHEREAS, the said GLASS CITY CONSTRUCTION CO., desires for itself and the protection of all future owners of said lots, to provide for a uniform plan of improvement;

IT IS HEREBY PROVIDED AS FOLLOWS:

1. LAND USE AND BUILDING TYPE.

(a) Lots Nos. None

are hereby designated as commercial lots and commercial type buildings may be constructed thereon, subject to the setback lines as set up on the recorded Plat.

(b) Lots Nos. 2 to 89 inclusive,

of said recorded Plat No. I shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

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 GLASS CITY CONSTRUCTION CO., its successors or assigns, as to quality or 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.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $7,500.00 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 720 square feet for a one-story dwelling.

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. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street 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 75 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 75 feet to the rear lot line. For the purpose of this covenant, eaves, 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. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building

setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

6. EASEMENTS. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. NUISANCES. 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.

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

9. PROCEDURE. In the event GLASS CITY CONSTRUCTION CO., its successors, assigns, 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.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five 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 has been recorded, agreeing to change said covenants in whole or in part.

11. 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.

12. SEVERABILITY. Invalidation of any one 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.

13. Notwithstanding anything herein to the contrary, the building setback lines and utility reservations set forth in the recorded plat shall apply.

14. LIVESTOCK AND POULTRY. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

Executed June 6" 1955 by Glass City Construction Company.

Received for record June 30" 1955 and recorded in Volume 1738 of Mortgages, page 52.