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.
RESTRICTIVE COVENANTS

WHEREAS, GLASS CITY CONSTRUCTION CO., an Ohio Corporation, filed in the Office of the Lucas County Recorder, Toledo, Ohio, on the 10th day of November, 1955, Plat No. II, MIRACLE MILE MANOR, City of Toledo, Lucas County, Ohio, which Plat was recorded in Volume 55, pages 3 and 4, Book of Plats in said office, which Plat includes Lots Nos. 90 to 153, inclusive, in MIRACLE MILE MANOR PLAT II, 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. Lots Nos. 90 to 153, inclusive, of said recorded Plat II 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 lines 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
herin 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, or nearer than 20 feet to any
side street line. No building shall be located nearer than 5 feet
to an 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. Easements 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 of 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 purposes.

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 inciner-
ators 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 issuance 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 January 6, 1956 by Glass City Construction Co.

Received for record January 10, 1956 and recorded in
Volume 1772 of Mortgages, page 145.

NOTE 1: By Instrument dated December 12, 1956, filed for
record December 12, 1956 at 1:02 P.M. and recorded in Volume 1824 of
Mortgages, page 529, appears a release of Restrictive Covenants as
follows:

Glass City Construction Co., the owner of lots numbers 90 to
94 inclusive, 96 to 100 inclusive, 102 to 105 inclusive, 108 to 110
inclusive, 112 to 116 inclusive, and 118 to 151 inclusive, and 153,
in Miracle Mile Manor Plat II, an Addition in the City of Toledo,
Lucas County, Ohio, does hereby for itself, its successors and assigns
release and waive the provisions of the Restrictive Covenants filed
and recorded in the Office of the Lucas County, Ohio Records on
January 10, 1956 in Volume 1772, page 145 of Deeds, as to lots 145
to 151 inclusive and no other lots in said addition, and this waiver
and release shall be operative only for the following uses and
purposes, permitting any purchaser of said lots, not withstanding
any provisions in said Restrictive Covenants to the contrary, to
construct a church, a parish house or other buildings for religious
purposes and a parking lot used in conjunction therewith.

NOTE 2: By Instrument dated January 31, 1957, received for
record February 15, 1957 at 4:15 P.M. and recorded in Volume 1832 of
Mortgages, page 333, appears a release of Restrictive Covenants as
above set forth signed by the owners of the remaining lots in said
Addition.