NORTH RIDGE ESTATES

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PROTECTIVE COVENANTS FOR NORTHBRIDGE ESTATES
A SUBDIVISION IN THE CITY OF OREGON, 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, December 26, 1977 the undersigned are the owners of all lots in NORTHBRIDGE ESTATES, A Subdivision in the City of Oregon, Lucas County, Ohio, wherein there are sixty-two (62) lots; and the undersigned, Lewis E. Wagner and Phyllis J. Wagner, 8970 Cedar Point Road, Oregon, Ohio, are the owners of all the lots.

Part B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to lots 10 through 62 both inclusive, 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 two (2) stories in height and/or a private garage for not more than two (2) 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, artistic and architectural merits, cost, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and as to any other such matters as may be decided to be in the interest and benefit of the owners of lots in NORTHBRIDGE ESTATES.
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, excepting safety fences such as swimming pool fences, nor shall extend into the building setback area, except as approved by the Committee. The Architectural Control Committee shall have complete jurisdiction in all matters pertaining to acceptance of the final design and approval shall be in writing.

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a total cost of less than $50,000.00 including lot, 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 as 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.

No dwelling will be permitted on any lot with a total living space of less than 1200 square feet exclusive of one-story open porches and porches.

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 plan.

C-5 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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, recreational vehicle or other building shall be used on any lot at any time as a residence either temporarily or permanently.
C-8 SIDEWALKS

It will be the responsibility of each builder to construct a concrete sidewalk across the front of each lot according to the City of Oregon specifications.

C-9 VILLAGE ZONING RESTRICTIONS

In addition to the foregoing covenants, NORTH RIDGE ESTATES is further protected by the full Zoning Restrictions and requirements of the City of Oregon with which these covenants agree.

Part D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Architectural Control Committee is composed of John H. Ries, Lewis E. Wagner and Lewis J. Wagner. 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. When 75% or more of the lots have been sold, then said lot owners shall select a Committee except as to lots retained by Lewis E. Wagner and Phyllis J. Wagner.

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 thirty (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 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 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, by the then members of the Committee if they deem it necessary.

E-3 SEVERABILITY

Invalidation of any of these covenants by judgment or court order shall not 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 NORTH RIDGE ESTATES, Lewis E. Wagner and Phyllis J. Wagner to declare and establish the foregoing covenants and restrictions, and execute the same at Toledo, Ohio, this 26th day of December, 1971.

WITNESSED BY:

By: Lewis E. Wagner

By: Phyllis J. Wagner

The State of Ohio, Lucas County, ss.

BE IT REMEMBERED, That on the 26th day of December in the year of our Lord, One Thousand Nine Hundred and Seventy-one, the subscriber, a Notary Public within and for said county, personally came Lewis E. Wagner and Phyllis J. Wagner in the above conveyance, and acknowledged the signing thereof to be their voluntary act and deed, for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

RICHARD ERICKSON
Notary Public, Lucas County, Ohio

This instrument prepared by:

Matt J. Kehoe, Attorney-at-Law

Received for record December 28, 1978 at 8:35 A.M.
in Mortgage Record 78-1589A03, Lucas County, Ohio, Records.