OTTAWA MANOR

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Deed dated January 22nd 1926, received for record January 22nd 1926 at 1:45 P.M., and recorded in Volume 664 of Deeds, page 36, conveying said premises, contains the following restrictions:


The following covenants, agreements, conditions, provisions, easements, restrictions and charges have been adopted by the grantor hereto for its own and its respective successors, heirs and assigns forever, in pursuance of a general plan for the better and uniform improvement and benefit of all of the lots in Ottawa Manor, and for the benefit and protection of all of the persons who are or may hereafter become owners thereof.

In all cases these covenants, agreements, conditions, provisions, easements, restrictions and charges shall be given that interpretation which will best tend toward the consummation of the general plan aforesaid and toward their strict enforcement, and if necessary they shall be so extended or enlarged by implication as to make them fully effective.

The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions,
provisions, easements, restrictions and charges herein set forth.

No covenants, provisions, conditions, restrictions or recitals in any subsequent deed or deeds for said property shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforcement no other restriction or restrictions or any part thereof shall be thereby affected or impaired.

All the restrictions herein set forth are made and created in consideration of the benefits to accrue to all the lots in said Addition and to the parties to this instrument and their respective successors, heirs and assigns, and to all persons who may be or become owners of any of said premises.

Said restrictions shall all be conclusively deemed to have a substantial value, and no proof to the contrary shall be permitted.

No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the expiration of the time mentioned in Subdivision J. hereof.

The word "street" as used herein is intended to mean any street, highway or other thoroughfare shown upon the plat of said addition or hereafter laid out, whether designated as a street, avenue, road, lane, alley or pathway.

A corner lot shall be deemed to front on a street upon which it has its smallest frontage."

The word "building" as used in this instrument is intended to mean either a detached building or a block of two or more attached buildings.

The word "plot" as hereinafter used is intended to mean any piece or parcel of land on which, in accordance with the provisions
hereof, the owner shall have the right to erect a single building or a single block of buildings.

b. Nuisances.

There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any lot or part of any lot any nuisance of any character.

Any stable, cattle "yard" or pasture, hog pen, fowl yard, pen or house, vault or any form of vault or cess pool, catch basin or other receptacle for the collection of liquid or other waste matter other than the underground storage of automobile or heating fuel, shall be conclusively deemed to be a nuisance.

Any factory, plant, manufacturing works, shops, store, establishment or structure designed or used for the purpose of carrying on any profession or trade or business whatsoever shall be conclusively deemed to be a nuisance.

Any live poultry, hogs, cattle or other live stock except the draft animals used during the development and maintenance of the property, shall be conclusively deemed to be a nuisance, and any crematory, grave yard, jail, penitentiary, house of correction, work house, reformatory, house of detention, hospital, asylum, sanitorium or institution of like or kindred nature, shall be conclusively deemed to be a nuisance.

No owner or occupant of any lot or part of a lot shall keep, suffer or permit thereon the admission into the open air of dark smoke or thick grey smoke and the admission of any such smoke shall be conclusively deemed to be a nuisance.
No signs of any character shall be erected, posted, posted or displayed upon or about any lot, except signs placed thereon by or (with the written consent of the grantor advertising lots for sale) and the grantor reserves to itself the right to summarily remove and destroy all unauthorized signs.

If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used or operated on any lot, such nuisance shall be forthwith abated upon notice or demand to that effect from the grantor, and upon default so to do the grantor or any owner or occupant of any lot, may summarily abate such nuisance, using such force as may be necessary and entering upon such lot as may be necessary for the purposes, and neither the grantor, or its successors, representatives, or assigns, or any owner or occupant, or their successors, heirs, representatives or assigns shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the owner of the lot on which such nuisance was committed all the costs and expenses including attorney fees, incurred or expended in abating such nuisance.

The determination by the grantor, as to what constitutes a nuisance within the meaning of this subdivision shall be conclusive and binding and no owner, nor other person, shall be entitled to any injunction to prevent the grantor from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.

c. Use of land.

All of the lots shall be used for private residence purposes only. No more than one residence shall be built upon each lot. No building nor buildings of any character whatsoever shall be erected or maintained upon any lot except private dwelling houses of not less than two stories designated, and constructed for use by one family only, and private garages for the sole use of the respective owners of the lots on which the garages are located. The minimum cost of
each residence, exclusive of interior decorations and lighting fixtures shall be seven thousand five hundred dollars ($7500.00).

d. Set-backs.

No buildings or part thereof, except as hereinafter provided, shall be erected or maintained on any lot closer to any street than is shown by the set-back lines on the plat.

Only open porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than ten feet from the front foundation.

Steps and/or terraces, no part of which is more than three feet above the level of the first floor of the building may be built and maintained on any part of such restricted areas.

First story bay, bow and oriel windows not more than fifteen feet in height exclusive of foundation or any support may encroach on such restricted areas by projecting thereon not more than three feet, but the total horizontal plain area of such encroachment on one side of a detached building shall not exceed thirty square feet.

Garages not constructed as part of dwelling houses directly connected with them shall be set back so that the rear wall shall be not more than five feet from the rear line of the lot upon which they are erected.

Hedges, shrubbery and plantings on the front or sides of lots having street frontage shall be set back at least three feet from said front and side lines.

e. Open Spaces Between Buildings.

Free or open spaces shall be left on any plot built upon, on both sides of every building erected thereon, which free or open spaces shall extend the full depth of the plot and shall be in addition to and independent of any free or open spaces pertaining to or required
for any other building on any other plot. No part of any building, except as hereinafter provided, shall encroach on these free spaces.

The aggregate width of such free or open spaces required on both sides of any building shall be not less than forty per cent (40%) of the width of the building erected thereon and in any case the foundation shall be at "least" seven and one-half feet from each side line of all lots which are fifty feet or more in width.

If the width of any building, by reason of its irregular shape or otherwise, or if location of the free or open spaces required herein, be uncertain, the grantor herein, its successors or assigns, or Messrs. Gerow, Conklin & Hobbs, architects of Toledo, Ohio, may in all such cases, determine what is to be deemed the width of such buildings and the location of such free or open spaces, and any such determination in respect thereto shall be final.

f. Approval of plans.

No building, fence, wall or other structure contemplated or planned shall be commenced, erected, or maintained, nor shall any addition to it or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, dimensions, floor plans, outside color scheme, grade of main foundation, location or structure and proximate cost of such construction or work to be done and the contemplated plan of grading and planting of the plot to be built upon have been submitted to and approved in writing by the grantor its successors or assigns, or Messrs. Gerow, Conklin & Hobbs, architects, of Toledo, Ohio, and a copy thereof as finally approved lodged with the parties approving the same, and the right to refuse to approve any such plans or specifications which are not suitable or desirable for aesthetic or other reasons, in the opinion of the party to whom the same shall be submitted, is hereby reserved.
g. Easement.

Easements and rights of way are hereby expressly reserved in, upon and over the rear four feet and two feet on each side of each lot for the following purposes for the erection, construction and maintenance of poles, wires and conduits and the necessary and proper attachment in connection therewith, for the transmission of electricity, telephone and other purposes; for the construction and maintenance of storm, water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat or for any other public or quasi public purpose and wholly functioned, maintained or performed by or in any method, beneath the surface of the ground.

The right is hereby reserved to the grantor, its successors, and assigns, to enter upon such strips of land to construct and maintain said lines, sewers, pipes and equipment for which said easements and rights of way are reserved.

h. Right to Abate Violations.

Violation of any restriction shall give the grantor, its successors or assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation exists, and summarily to abate and "removed" at the expense of the owner thereof any erection, thing or condition that may be or exists thereon, violating the provision hereof and they shall not thereby be deemed guilty of any manner of trespass by any such entry, removal, or abatement.

i. Right to Enforce.

The provisions herein contained shall run with and bind each and every part of the land in said addition and shall enure to the benefit of and be enforceable by the grantor, and the future owners of record of lots in said addition, and their successors, heirs or assigns, and the failure to object to any violation or to enforce any restriction herein contained, shall in no event be deemed a waiver of the right to abate any violation or enforce any restrictions thereafter as to
the same breach or as to one occurring prior or subsequent thereto.

j. Duration of Restrictions.

All the restrictions, conditions, covenants, charges, easements and agreements contained herein shall continue in force only until the first day of June, 1976, but which in whole or in part may be extended for a period of twenty-five years from that date, and thereafter for successive periods of twenty-five years, provided that prior to said first day of June, 1976, and prior to the expiration of each extension appropriate instruments in writing consenting to such extension shall be filed for record, signed, executed and acknowledged by the then owners of record (not including mortgagees or lien or land contract holders) of two-thirds (2/3) in area of the lots in the addition exclusive of public streets and public parks.

k. Acceptance of Obligations.

The grantor hereby accepts each of the duties and obligations imposed upon it herein. It however, shall not be or become liable to owners or other persons for any act of thing done or permitted in good faith in or about the performance of the terms, covenants, agreements, provisions and restrictions herein set forth, and it shall be liable only for acts or things done or permitted to be done in bad faith or for its gross negligence.

l. Right to Assign.

Any and all of the rights and powers, easements, trust and estate reserved herein to the grantor may be assigned to any one or more corporations or associations, public or private that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join and therein consent to accept and assume the said rights, powers, duties and obligations and such assignee or transferee shall
thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the grantor, said grantor thereupon being fully released therefrom and from all further liabilities hereunder.