PERRY ADDITION

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.
Lots 1 to 30, both inclusive, in said Perry Addition are
subject to the following Restrictions, received for record November
2, 1953 and recorded in Volume 1544 of Mortgages, page 35, as
amended by instrument received for record on January 13, 1954 and
recorded in Volume 1652 of Mortgages, page 339.

Whereas, the undersigned, hereinafter referred to as the
owners, holds title in fee simple to the following described parcel
of land, situated in Washington Township, Lucas County, State of
Ohio:

Lots numbers one (1) to thirty (30), both inclusive,
in PERRY ADDITION, a Subdivision in Washington Town-
ship, Lucas County, Ohio.

And whereas, said owners desire to establish restrictions
upon the manner of use, improvements, and enjoyment of the above
described lots in Perry Addition and to hereby impose on said lots
in Perry Addition certain restrictions.

Now, therefore, in consideration of the premises, and in
consideration of the enhancement in value thereof, and to afford
purchasers due and ample protection in the use and occupancy thereof
for the purposes of which the same are designated, and to provide a
general plan for the development of said addition designed to make
the same more attractive for residential purposes, the undersigned
owners, for themselves, their heirs and assigns, hereby declare and
stipulate that each lot in said Perry Addition shall hereafter be
conveyed by them, their heirs and assigns, subject to the restrictions
hereinafter set forth:

1. These covenants are to run with the land and shall be
binding on said owners, and all persons claiming under or through
them until January 1, 1980, at which time said covenants shall be
automatically extended for successive periods of ten (10) years.
each, unless and except the then owners of the majority of said lots shall agree in writing to change these covenants in whole or in part.

2. If the owners, their heirs or assigns, shall violate any of these covenants it shall be lawful for any person, persons, firm, or corporation owning or having any interest in any part of said tract or any association not for profit composed of owners of parcels, lots or portions of said Perry Addition to prosecute proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate these covenants and either to prevent him or them from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants by judgment or other court order shall in no ways effect any of the other provisions which shall remain in full force and effect.

4. All of said lots shall be known as residential lots, plats, and sites; and no structure shall be erected on any such residential lot, plot or site other than one (1) detached single family dwelling, not to exceed one and one-half (1 1/2) stories in height, and a private garage of not more than three (3) passenger motor car capacity.

5. No dwelling shall be erected upon any lot, plot or site having a frontage of less than seventy-five (75) feet and a depth of less than one hundred thirty-four (134) feet. No one story or ranch type dwelling shall have a frontage less than thirty-eight (38) feet, exclusive of garage, and a depth of less than twenty-four (24) feet, and no one and one-half (1 1/2) story dwelling shall have, a first floor area of less than seven hundred and eighty (780) square feet.

6. No dwelling shall have a height of more than twenty-one (21) feet from the grade line to the roof ridge and shall not be
erected nearer than forty (40) feet to the front lot line nor nearer than five (5) feet to the side line of any lot, plot or site.

7. No building shall be erected, placed or altered on any building plot, or site, in said Perry Addition until the building plans, specifications and plot plan showing the location of such building or said building site, have been approved in writing as to conformity and harmony to external design with the existing structures in the said Perry Addition as to the location of the building with respect to topography and finished ground elevation, by Personco Realty, Inc. or a committee to be appointed by Personco Realty, Inc. when 50% of said lots have been sold by Personco Realty, Inc. In the event Personco Realty, Inc. or such committee shall fail to approve or disapprove such design and plans within thirty (30) days after the same has been submitted to it, then such approval will not be required, providing, however, that the design of the structure and its location on the lot or building site conforms to and is in harmony with existing structures in said Perry Addition and under such circumstances this covenant will be deemed to be fully complied with. Neither the members of such committee, its designated agent or any successors shall be entitled to compensation for services performed pursuant to this covenant. Upon the election of a new committee hereunder, a written instrument shall be executed by the record owners of a majority of the lots and duly filed with the recorder of Lucas County, Ohio setting forth the names and addresses of the persons serving on such committee together with their chairman and representative, which persons shall hereinafter constitute such committee, provided for hereunder.

8. No noxious or offensive trade or activity shall be carried on upon any part of said Perry Addition nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners in said Perry Addition.
9. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be maintained or used as a residence temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior thereon has been completed as specified and called for in the plans and specifications thereof.

10. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house for keeping of any animal, foul or bird which may cause a nuisance; nor storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass, or any reclaimed products; nor shall said premises be used for any business purposes whatsoever; nor shall any noxious, dangerous or offensive things be permitted or maintained thereon. Nor shall any mercantile, manufacturers, storage, boarding house, rooming house, hotel, inn, public or private hospital or infirmary or any other use except for single family residential purposes, providing, however, nothing contained herein shall prohibit the keeping of two (2) house dogs and one (1) house cat.

11. No sign shall be displayed on any building, site, home or lot in Perry Addition other than the following: A For Sale sign not to exceed two foot by four foot in size placed at least fifty (50) feet from the center line of the road upon which premises fronts.

AMENDMENT TO DECLARATION OF RESTRICTIONS
for
PERRY ADDITION, A SUBDIVISION IN
WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

Whereas, a Declaration of Restrictions for Perry Addition, a Subdivision in Washington Township, Lucas County, Ohio, dated the 2nd day of November, 1953, was filed for record by Personco Realty, Inc., as owner and was recorded in Volume 1044, page 55 of the Mortgage Records of Lucas County, Ohio, and,

Whereas, said Personco Realty, Inc., and other lot owners desire to amend said Declaration of Restrictions by deleting therefrom an unconstitutional clause.

Now, therefore, in consideration of the premises, said declaration of restrictions dated December 2nd 1953, is hereby amended in the following respects, to-wit:

Paragraph 12 of said Declaration of Restrictions shall be stricken out and deleted from said restrictions.

In Witness Whereof, the undersigned owners of the lots set after their names have hereunto set their hand this 12th day of January, 1954.

Signed by Harold Fahrer, owner of Lot No. 27, et al.

Received for record January 13th 1954 at 3:07 P.M., and recorded in Volume 1652 of Mortgages, page 339.