SECOR TERRACE 1ST EXTENSION

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SECOR TERRACE EXTENSION #1

Restrictive Covenants

A. No structure shall be erected, altered, placed or permitted to remain on any parcel of land, other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than 3 cars.

B. No building shall be erected, placed, or altered on any building parcel in these properties until the building plans, specifications, and sketch showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the properties, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Adam Glemp, Odessa Glemp and Alonzo H. Bechtel, Sr., or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and the Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to
any compensation for services performed pursuant to the Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1st, 1975. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the parcels in these properties, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No residence shall be located nearer to the front line of any parcel of land than 35 feet or nearer to a side street line than ten feet.

D. No residence shall be erected on any parcel further than 35 feet from the front line of any parcel.

E. No noxious of offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other out-building erected on the properties herein described shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling, costing less than Four Thousand Dollars ($8000.00) shall be permitted on any parcel of land, a part of the above described property. Ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less
than 660 square feet, in the case of a one story structure, nor less than 480 square feet in the case of a 1 1/2 story or 2 story structure.

H. The Easement provided for herein shall be effective and binding upon all parcels of land which constitute a part of the above described premises.

I. "The Easement race shall be the same described in the deed describing the land herein described.

J. No fence of any kind whatsoever shall be permitted to enclose the yard in front of the building line, provided for herein, and no fence except one of an ornamental nature may be used to enclose side or rear areas, and in no case shall such fence be more than 3 feet in height.

K. No outside toilet may be used. All residences constructed must be equipped with a modern sanitary system, connected to a private septic tank or public sanitary sewer.

L. No driveway shall be nearer than 3 feet to any parcel line.

M. No garage may be erected or maintained nearer any parcel lot line than 3 feet and no garage shall be nearer the rear parcel line than 3 feet.

N. All driveways shall be on the north side of all interior parcels, and all garages erected on corner parcels shall have entrance from the open side of such parcel.

It is further agreed, by and between the parties hereto, that in the event either of the respective owners of the properties described herein shall hereafter sell or contract to sell all or any
part of their respective holdings herein, there shall be incorporated in any deed or contract executed by them, all of the restrictive covenants agreed upon herein, together with a reference to the Easement herein granted.

It is further agreed, that in the event the survey and plat referred to and incorporated herein shall hereafter be recorded in the office of the County Recorder of Lucas County, Ohio, by the parties hereto, or the then owners of the parcels of land constituting the properties herein, the parties hereto agree to execute in writing, and record a public dedication of the land constituting the easement provided for herein, together with such other land in said properties, which may have been retained and reserved from sale by the parties, for streets and drives in said properties.

Signed this _____ day of _____, 1945, at Toledo, Ohio.

Adam Glemp

Odessa Glemp

Received for record December 5, 1945 and recorded in Volume 1283 of Mortgages, page 42.