SECOR TERRACE

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Secor Terrace

By Instrument dated July 1" 1944, received for record January 13" 1945 at 9 24 A.M.. and recorded in Volume 1160 of Deeds, page 417. Harry W. Hankinson and Ila I. Hankinson and Nellie A. Zeigler, as owners of the tract of land upon which Secor Terrace is laid out, mutually entered into an agreement which creates an easement 50 feet wide for ingress and egress from Secor Road to the eastern boundary of the property on which above Plat is laid out, for the purpose of making it possible for said parties to divide their respective properties and sell the same by metes and bounds independently of each other. The 50 foot easement created above and referred to in paragraphs I. and O. following is dedicated to public use by above plat and is shown thereon as Corydon Drive. Said instrument further recites as follows

The following restrictive covenants are adopted, accepted and confirmed by the parties hereto, and shall be legally binding upon them. their heirs, administrators, executors and assigns and all persons claiming under them, until July 1st 1969 at which time said restrictive covenants shall be automatically extended for successive

periods of ten years, unless by a vote of a majority of the then owners of said properties or parcels of land in said properties, it is agreed to change said restrictive covenants in whole or in part.

RESTRICTIVE COVENANTS

A. No structures shall be erected, altered, placed or permitted to remain on any parcel of land, a part of the above described properties herein, 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 Henry Sigg, Nellie A. Zeigler and Harry W. Hankinson or by a representative designated by a majority of the members of said Committee. In the event of 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 thirty days after said plans and specifications have been submitted to it or, in any event, if no such alterations has been commenced prior to the completion thereof, such approval will not be required and this 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 this 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 25 feet or nearer to a side street line than 10 feet. provided, however, that this 10 foot restriction shall not apply to any parcel abutting on Secor Road.

D. No residence shall be erected on any parcel farther than 25 feet from the front line of any parcel.

E. No residential structure shall be erected or placed on any parcel, which has an area of less than 8,273 square feet or a width of less than 57 feet at the front building set-back line; as to parcels located on Secor Road, no residential structure shall be erected or placed on any parcel which has an area of less than 5760 square feet or a width of less than 45 feet at the front building set-back line.

F. No noxious or 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.

G. 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.

H. No dwelling, costing less than $4,000.00 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 one and one-half story or two story structure.

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

J. Deleted

K. 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.

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

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

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

O. All driveways shall be on the west 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 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.

Toledo, Ohio,

November 22" 1952.

To whom it may concern:

In as much as we no longer have any contact with or any interest in the sub-division known as "Secor Terrace", we the undersigned herewith present our resignation as members of a committee set up in the restrictive covenants of said "Secor Terrace" recorded in Volume 1160, page 417 of Deed Records in the Office of the Recorder of Lucas County, Ohio.

In submitting our resignation, effective November 22" 1952, we herewith designate and approve a new committee composed of the following three members namely: John D. Leppert, Jr., William L. Brounly and Carl F. Miller.

The powers and duties of said Committee are set forth in the restrictive covenants of "Secor Terrace" on record in the Office of the Recorder of Lucas County, Ohio.

(Signed) Nellie Zeigler,

Harry W. Hankinson,

Henry Sigg.

Received for record November 28" 1952 at 1:38 P.M., and recorded in Volume 1476 of Deeds, page 347.

By instrument dated June 4" 1956, received for record June 6" 1956 and recorded in Volume 1795 of Mortgages, page 149, Carl F. Miller resigned as a member of the Committee appointed by Volume 1476 of Deeds, page 347, and designated and approved Channing B. Parmelee as new Committee member.