SECOR WOODS

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INDENTURE OF RESTRICTIONS UPON SECOR WOODS,
A SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS
COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS, That this indenture is
entered into by and between the parties hereto on the day and year
hereinafter written; and

WHEREAS, Secor Woods is a subdivision in Washington Township,
Lucas County, Ohio which has been laid out into lots, which lots are
numbered from 1 to 72, both inclusive, with certain streets and ways
dedicated to public use and certain reservations by way of easement
for the installation and maintenance of public utility service, in
accordance with the original plat thereof which is recorded at page
2 in Volume 48 of the Plat Records in the office of the Recorder
of Lucas County, Ohio; and

WHEREAS, some lots in Secor Woods are not restricted, other
lots in said subdivision are subject to articles of restrictions
which have been filed by the owners of such lots, and still other
lots in said subdivision are subject to restrictions contained in
deeds to the respective lots, all of which restrictions may expire
at different times and are not uniform in their provisions, require-
ments, and operations, it is, therefore, necessary, desirable and
beneficial to impose reasonable restrictions upon the use, occupancy,
improvement, and enjoyment of all of said properties which are uni-
form in their provisions, duration, operation and effect upon all of
the lots in said Secor Woods;

NOW, THEREFORE, in order to provide a uniform general plan
for the improvement, development, use, occupancy, and enjoyment of
said Secor Woods as an architecturally harmonious, artistic and
desirable residence district, in consideration of the premises, the
benefits accruing to us individually, jointly and severally and in
consideration of the mutual covenants set forth herein to restrict
the lots in said Secor Woods, we, the owners of all lots in Secor Woods, individually, jointly and severally for ourselves, our heirs, executors, administrators, legal representatives, successors and/or assigns for the regulation and protection of each and every person, his/her heirs, executors, administrators, legal representatives, and/or successors or assigns who now is or shall in the future be the owner, occupant, or tenant of any interest in and to any lot, lots, or part thereof in the improvement, development, use, occupancy, and enjoyment of said property by the execution and recording of this indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy, and enjoyment of all the property in said subdivisions for the period, to the extent, and in the manner following, to-wit:

(a) All lots in said subdivision shall be known and described as residential lots, and shall be used for residence purposes only. No structure shall be erected on any residential lot other than one detached dwelling not to exceed two stories in height, and not to be occupied by more than one family, and a one, two or three car garage.

(b) No building shall be erected on any residential lot nearer than 50 feet to the front property line, nor nearer than 5 feet to any side lot line. The side line restrictions shall not apply to a garage situated on the rear one-quarter of a lot, except that, on corner lots, no structure shall be permitted nearer than 10 feet to the side street property line.

(c) No residential lot or lots shall be resubdivided into building sites, nor shall any building be erected on any residential lot having an area or street frontage of less than that shown on the original recorded plat.

(d) No noxious or offensive trade shall be carried on upon any
lot in said Secor Woods, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No basement, garage nor any structure other than as permitted hereinabove, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted or used on any lot for temporary or permanent living quarters.

(f) There shall not be erected, permitted, or maintained on any lot any stable, cattle yard, hog pen, rabbit or fowl yard or house, cesspool, privy vault, or any form of privy; nor shall any dog kennel or any live rabbits, poultry, hogs, cattle or other livestock or any noxious, dangerous, or offensive thing, whether of the character of those hereinabove enumerated or not, be permitted or maintained thereon.

(g) No building or other structure shall be erected, moved, or maintained on any lot unless erected, moved, or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, the location thereof, and further showing said building or structure to be architecturally harmonious with and in keeping with existing buildings in the immediate vicinity, which plans and specifications shall be submitted to and approved in writing by the Secor Woods Civic Committee. The Secor Woods Civic Committee shall consist of 4 members, each of whom shall be the owner in fee simple of or have an inchoate right of dower in property of said subdivision and shall serve without compensation, and the term of the members of such Committee shall be at the sufferance of the authority by which they are selected. The members of such Committee shall be selected by the owners of a majority of the lots in said subdivision and vacancies occurring in the personnel of such Committee shall be filled by the selection
of new members to serve on said Committee by the owners of a majority of the lots in said subdivision. Each owner shall have votes equal to the number of lots owned of record. An initial Secor Woods Civic Committee, consisting of William Mackie, Edward B. Meinders, Lloyd J. Hawkins and Philip Clemens is hereby appointed and shall function as such until his/her successor/successors are selected as hereinbefore provided.

In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of said subdivision as architecturally harmonious, artistic, and desirable residential subdivision, in accordance with the general plan as hereinbefore mentioned, and, in approving or withholding its approval of any plans or specifications so submitted, such Committee may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot upon which it is proposed to be erected or made, and such other matters and considerations as such Committee may deem to be to the interest and benefit of the owners of lots in said subdivision as a whole with reference to such development; and any determination made by such committee in good faith shall be binding upon all parties in interest.

(h) No signs of any character shall be erected, pasted, posted, or otherwise displayed on or about any lot without the written permission of the Secor Woods Civic Committee, which shall have the right in its discretion to prohibit, restrict, and control the size, construction, material, wording, location, and height of all such signs.

(i) No wines, liquors, beer, or other intoxicants shall be manufactured or sold on any lot.
(k) No dwelling costing less than $10,000.00 exclusive of garage, shall be permitted on said Lots Numbers 1 to 40, both inclusive. All dwellings on said Lots Numbers 1 to 40, both inclusive, shall be of the Rambling Type Home and no dwelling on such lots shall be permitted, erected, moved or maintained upon any such lot having a first floor area of less than twelve hundred square feet, exclusive of utility rooms, approaches, breezeways and garages.

(l) No dwelling costing less than $8,500.00, exclusive of garage, shall be permitted on said Lots Numbers 41 to 72, both inclusive, and no dwellings shall be permitted, erected, moved or maintained on said Lots Numbers 41 to 72, both inclusive, of less than 1 1/2 story house and having less than seven hundred square feet of first floor area, exclusive of utility room, approaches, breezeways and garages, and a wall height of less than twelve feet from the surface of the first floor to the wall plates of the frame or masonry walls on at least two opposite exterior walls, thereof; and no such dwelling shall have a second floor area of livable rooms of less than 50% of the first floor area and a ceiling height of less than eight feet for at least 50% of each second floor room area.

(m) The covenants and restrictions hereinabove shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until July 1, 1975, at which time said covenants and restrictions herein contained or any portion thereof shall be automatically extended for a further ten year period and for successive ten year periods thereafter, unless by a vote of the then owners of a majority of the lots in said subdivision
it is agreed to change the said covenants in whole or in part. Each
owner shall have votes equal to the number of lots owned of record.

(n) Any violation or attempt to violate any of the covenants
or restrictions herein while the same are in force by the owners,
their heirs or assigns, shall be unlawful. Any other person, persons,
firm or corporation owning or having any interest in any other lots
in, or any association not for profit compose of owners of lots in
said subdivision may prosecute any proceedings at law or in equity
against the person, persons, firm or corporation violating or attempt-
ing to violate any such covenants or restrictions to prevent him,
them or it from so doing, to cause the removal of any violation and
to recover damages or other dues for such violation or attempted
violation.

(o) If any of the covenants or restrictions hereinabove are
held invalid by judgment or court order, the remainder of the
covenants or restrictions shall not be affected thereby and shall
remain in full force and effect.

We further covenant and mutually agree for ourselves, our heirs,
executors, administrators, legal representatives, successors and/or
assigns that the aforesaid covenants, provisions, and restrictions
constitute our general plan for the improvement, development, use,
occupancy, and enjoyment of Secor Woods as originally platted; that
said covenants, provisions, and restrictions are "Covenants Real",
run with the land, and shall be an encumbrance upon said property to
the extent and for the period or periods specifically set forth
herein; and that these covenants, provisions, and restrictions cancel
and supersede all other covenants, provisions, and restrictions
affecting said properties which are now of record, contained in deeds,
or otherwise in full force and effect.
IN WITNESS WHEREOF, we, the undersigned, as owners of the lot, lots, or part thereof indicated opposite our names hereinbelow, or as the owners of any interest therein by right of dower or otherwise, have hereunto subscribed our names and executed this Declaration of Covenants, Provisions, and Restrictions this 20th day of June, 1947.

Signed by

(other owners, other lots.)

Four witnesses, two as to each signature.

Acknowledged June 20th 1947 and July 18th 1947 before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record July 22nd 1947 and recorded in Volume 1350 of Mortgages, page 103.
Deed dated November 1, 1944, received for record November 8, 1944 at 2:10 P.M., and recorded in Volume 1154 of Deeds, page 384, conveying a tract of land of which Secor Woods is a part, contains the following restrictions:

Subject to any public utility or other easements now in use or of record, and subject further to the following restrictions upon the use thereof: The said lands shall be used only for residence purposes, including necessary outbuildings; all buildings shall have a solid foundation of concrete, cement block, masonry or brick and shall be finished and painted on the exterior before occupancy; no outside toilets shall be erected, installed or maintained; dwelling houses erected upon lands affected by these restrictions shall be of an area of 1200 square feet and a cost not less than $6,000.00; no building shall be erected upon the said lands nearer than 120 feet from the center of the road upon which the said land has such frontage.
By deed dated April 4, 1944, Newman Land Company, being then the owner of the premises in question and adjoining property, conveyed to Ray L. Forrester and Irene R. Forrester the following described real estate:

That part of the northeast 1/4 of Section 18, Town 9 south, Range 7 east, Washington Township, Lucas County, Ohio, described as: Beginning at a point in the center line of Secor Road, being the east line of Section 18, distant due south 615.45 feet from the intersection of the center lines of Secor and Laskey Roads, and proceeding thence due south along said center line of Secor Road 165.0 feet to a point: thence due west 1319.55 feet to a point: thence N. 0° 01' 30" E. east 165.0 feet to a point: thence due east 1319.48 feet to the point of beginning, excepting therefrom an easement over the westerly 20 feet which the grantor reserves for the installation, use and maintenance at all times of public utility services including water mains, sewers, and gas.

Subject to the following restrictions upon the use thereof:
The said lands shall be used only for residence purposes, including necessary outbuildings, all buildings shall have a solid foundation of concrete, cement block masonry or brick, and shall be finished and painted on the exterior before occupancy; no outside toilets shall be erected, installed, or maintained; the said lands shall
not be occupied by any person other than those of the Caucasian Race, provided that this restriction shall not apply to persons employed as servants to occupants of any dwelling house upon the said lands; dwelling houses erected upon lands affected by these restrictions shall be of an area of 1200 square feet and a cost not less than $6000.00; no building shall be erected upon the said lands nearer than 120 feet from the center of the road upon which the said land has such frontage.

Received for record April 10, 1944 and recorded in Volume 1132 of Deeds, page 43.