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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Whereas Marcella M. Wasserman, is the owner of all the lots in Shawnee Addition, Plat I, City of Maumee, Lucas County, Ohio, the same being described as lots numbers 1 to 14 inclusive, and

WHEREAS, said Marcella M. Wasserman for the mutual benefit and protection of herself and of future owners of said lots, desires to establish and carry out a general plan of development.

NOW, THEREFORE, in consideration of the premises, Marcella M. Wasserman, for herself, her heirs and assigns, hereby declares and agrees that the property hereinbefore described shall be, and is hereby held and shall be conveyed, subject to the following conditions and restrictions:

(1) Each building plot shall be restricted to one single dwelling and not to exceed a two car garage for private use conforming architecturally to the residence. Each residence shall have a garage which shall be constructed at the time of the construction of the residence building and shall be attached to the residence building.

(2) The exterior construction of the walls of all buildings shall be of face brick, face brick veneer, stone, stone veneer, or frame or a combination of two or more of said materials. The exterior construction of all foundations above grade shall be of face brick.

(3) No building shall be located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat. Steps, uncovered porches and terraces, no part of which is more than three feet above the level of the first floor, may be erected and maintained on such restricted area. No building shall be located nearer than seven feet to any side lot line.

(4) The minimum dimensions of any building plot shall be sixty feet wide at the building setback line, one hundred twenty feet in depth and 7200 square feet of area.
(5) No dwelling shall be permitted on any building plot having living space, exclusive of garage, of less than 1200 square feet.

(6) No building shall be commenced, erected, or maintained, nor shall any addition to or change or alteration be made on any building until the plans and specifications showing the kind, shape, heights, materials, floor plan, site color scheme, location and approximate cost of such building or the change, addition or alteration to be made and the grading plan of the plot to be built upon, shall have been submitted to and approved in writing by the control committee hereinafter described and until a copy of the plans and specifications as finally approved is given to said committee. The control committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its judgment, for aesthetic or other reasons. In passing upon such plans, specifications, and grading plans, the committee shall take into consideration the suitability of the proposed building, or the additions, changes, or alterations to a building and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and with the adjacent or neighboring property and the effect of the building on other structures, as planned and on the outlook from adjacent or neighboring property. Provided, however, if the control committee fails to act upon plans and specifications within thirty (30) days after submission they shall be deemed approved as submitted.

(7) The control committee shall be composed of C. F. Wasserman, 222 Colton Building and Marcella M. Wasserman, 2315 Castlewood Drive, Toledo, Ohio.

At any time after the execution of this agreement and after ten (10) days written notice to each lot owner the then record owners of lots in the addition shall have the authority and right to elect three committee members who shall immediately upon their election constitute the full committee membership and the acts of a majority shall bind the committee.

Said two-member committee or said three-member committee during its term of office may designate a representative to act on its behalf.
In the event of the death or resignation of any member of said two-
member committee or of said three-member committee, the remaining member or
members shall have full authority to designate a successor or successors.

The committee composed of C. F. Wasserman and Marcella M. Wasserman or
their successors, shall serve until an election is held for a three-member
committee herein provided for and all three-member committees shall serve
until a new three-member committee shall be elected.

Neither the members of the two-member committee or members of the
three-member committee nor a designated representative of either committee
shall be entitled to compensation for service rendered under the Declaration
of Restrictions.

In all of said elections each person entitled to vote, or his proxy,
shall have one vote for each lot or building plot owned of record by him.
The three persons receiving the highest number of votes shall be declared
elected.

(8) No noxious or offensive trade or activity shall be carried on
upon any lot or part thereof nor shall anything be done thereon which may
be or become an annoyance or nuisance to the neighborhood.

(9) No trailer, basement, tent, shack, garage, barn, or other out-
building now on or hereafter erected on any lot shall at any time be used as
a residence either temporarily or permanently, nor shall any structure of a
temporary character be used as a residence. No dwelling shall be occupied
until the exterior thereof has been fully completed.

(10) Easements affecting all lots are reserved as shown on the recorded
plat for utility installation and maintenance.

(11) No fence, wall, hedge, or mass planting shall be permitted to
extend near to any street than the minimum building setback line except that
nothing shall prevent the erection of a necessary retaining wall, the top
of which does not extend above the finished grade at the back of said
retaining wall.

(12) These covenants are to run with the land and shall be binding
on the undersigned and all persons claiming under her until January 1, 1969,
at which time said covenants shall be automatically extended for successive
periods of 10 years unless by a vote of a majority of the then owners of the lots (each person entitled to vote shall have one vote for each lot owned) it is agreed to change said covenants in whole or in part. Provided, however, that these restrictions shall cease to be effective or binding in the event the present zoning regulations affecting this property shall be changed to a lower classification.

(13) If the undersigned or any future owners of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said real property herein described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure by the undersigned or by any future lot owner to object to any violation or to enforce any condition or restriction in this declaration shall in no event be construed a waiver of the right to do so thereafter as to the same breach or to one occurring subsequent thereto.

(14) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions and they shall remain in full force and effect.

And C. F. Wasserman, husband of Marcella M. Wasserman, for a valuable consideration, joins in the execution of the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF, Marcella M. Wasserman and C. F. Wasserman have hereunto set their hands this 10th day of November, 1958.

Marcella M. Wasserman

C. F. Wasserman

Two witnesses.

Acknowledged November 10, 1958 before a Notary Public, State of Ohio, (Seal).

Received for record November 12, 1958 at 11:10 A.M., and recorded in Volume 1908 of Mortgages, page 469.