A.C. & J.C. Loop's
Second Addition

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, being the present owner of each and every of the lots known as Lots 236 to 241, inclusive and 245 to 262, inclusive, in A. C. and J. C. Loop's Second Addition to the Village of Walbridge, Wood County, Ohio, for the benefit and protection of ourselves and each of the future owners of each of said lots, and in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, do hereby declare that each and every of said lots hereinafter sold, conveyed or transferred, including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $8,000.00 based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 3 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

5. CONSTRUCTION RESTRICTIONS. Buildings or other structures erected on any lot shall be constructed on footers or on a poured slab and no building or other structure, due to sewer requirements, shall have a basement.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Quality Concrete Construction, Inc., an Ohio corporation, owner of all of the lots hereinabove set forth, has hereunto set its hand and corporate seal by Eldon G. Alspaugh, its President, and Galen H. Hines, its Secretary, this 28 day of April, 1958.

(Signed) THE QUALITY CONCRETE CONSTRUCTION, INC.

By Eldon G. Alspaugh, President

Two witnesses. By Galen H. Hines, Secretary

Acknowledged April 28" 1958 by said corporation, by said officers, before a Notary Public, Wood County, Ohio, (Seal).

Received for record June 10" 1958 at 10:50 A.M., and recorded in Volume 378 of Deeds, page 400, Wood County, Ohio Records.