Coleman Addition

This information is taken from public records filed with the Wood County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.

AMENDED

PROTECTIVE COVENANTS

Pertaining to

COLEMAN ADDITION

Bowling Green, Ohio

The undersigned, being all the owners of the real property known as Coleman Addition, in order to provide a uniform general plan affecting the ownership, disposition, improvement, development, use and occupancy of said addition as an architecturally harmonious residential district, which will be a creditable development to the City of Bowling Green, Ohio, do hereby covenant that:

1. No lot shall be used except for residential purpose. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. All dwellings built on the lots shall be of wood, brick, stone, or a combination thereof, and all dwellings shall have harmony of external design with existing dwellings, and as to location with respect to topography and finished grade elevation. The finished first floor of all dwellings shall be erected at a minimum of two (2) feet above the finished grade of the street in front of the lot upon which said dwelling is situated. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line.

3. No dwelling shall be permitted on any lot at a cost of less than $10,000.00, based upon cost levels prevailing in April of 1956, 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 would be produced in April of 1956, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 900 square feet.

4. 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 35 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 40 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.

5. No lots shall be re-subdivided into building lots.

6. 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.

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BOWLING GREEN, OHIO

7. 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. 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. 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.

10. It is further provided and agreed that this subdivision shall be classified under the City Zoning Ordinance as "A - Residential District", and these restrictions shall not be construed in any way to annul or abrogate the terms and conditions of the zoning ordinance of the City of Bowling Green, but shall be and are hereby considered additional independent provisions and conditions thereto.

11. These covenants are to run with the land and shall be binding upon 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 ten 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. These covenants, as set forth herein, supersede and shall take precedence over, the protective covenants of Coleman Addition recorded in Vol. 358, page 463 of the Deed Records of Wood County, Ohio.

12. 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.

In Witness Whereof, the undersigned, the fee simple owners of the lots in Coleman Addition, have hereunto set their hands this 27th day of November, 1959.

	Lot #
John C Hallock	#227 #234
George Herman	Lot # 4229
Ann R. Herman	"
Susan E. Howe	#4062
Sue H Howe	"
James R. Tuttle	Lt # 4246
Helen E Tuttle	"

In the presence of:

Fred W Gabel

Mayme Kime

JOHN C. HALLOCK
ATTORNEY AT LAW
BOWLING GREEN, OHIO

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Arthur Roy Atkin #4234

Carlon M. Atkin #4239

Hazel Atkin #4236

Mae E. Atkin #4230

Walter Conrad #4240

Kenneth W. Clark #4261

Pauline Clark "

Richard Kinney #4232

Violet L. Kinney "

Lawrence McMahon #4237

Margaret J. McMahon "

Ella M. Hyde #4242

Grant T. Hyde "

Lucas Co. Bank #4246

THE BOWLING GREEN DEVELOPMENT COMPANY

By _____
President

And _____
Secretary

JOHN C. HALLECK
ATTORNEY AT LAW
BOWLING GREEN, OHIO

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State of Ohio, Wood County, ss:

Before me, a notary public in and for said county and state, personally appeared John C. Halleck; George Herman and Fern R. Herman; Burton R. Horne and Sue H. Horne; James R. Tretter and Helen L. Tretter; Arthur Roy Atkin and Charlette M. Atkin; H. Paul Atkin and Mae E. Atkin; Brian Sutton-Smith and Shirley Sutton-Smith; Robert I. Gamble and Jean Gamble; Walter Conrad and Carrie M. Conrad; Robert W. Clark and Maudine Clark; Richard V. Kinney and Violet R. Kinney; James M. Murnane and Marjory J. Murnane; Duane I. Tucker and Margaret J. Tucker; John H. Hepler and Janet T. Hepler; Seymour L. Benstock and Constance Benstock; and John E. Pendleton and John C. Halleck, President and Secretary respectively of The Bowling Green Development Company, who acknowledged that they did sign and seal the foregoing instrument and that the same is the free act and deed of each of them personally and the free and corporate act and deed of the said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Bowling Green, Ohio, this 27th day of November, 1959.

Margaret Koons

MARGARET KOONS
Notary Public, Wood County, O.
My Commission Expires Dec. 9, 1959

JOHN C. HALLECK
ATTORNEY AT LAW
[illegible]
BOWLING GREEN, OHIO

RECORDER'S OFFICE, WOOD CO. OHIO
Filed ... 11:57 A.M.
Recorded ... 11:57
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Wood Co. Ohio
Recorder

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