



### Estate Parcels Available

Ramm Rd. between Whitehouse-Spencer and Eber (directly west of 10433 Ramm)

- 4 parcels
- Parcel A: 1.977 acres      SOLD  
Parcel B: 1.985 acres  
Parcel C: 1.988 acres      SOLD  
Parcel D: 1.988 acres      SOLD
- 130' x 665' (approx., see plat)
- Restrictions (attached)
- Buyer assumes water line assessment of approximately \$154.00 per half (each lot) for 20 years.
- \$69,900 each

For Information Call:

Jim McGowan  
419-654-4343

M c G O W A N   P R O P E R T I E S

PO Box 351057 . Toledo, Ohio 43635 . 419.720.4343 . 419.534.5417fax . [www.mcgowanproperties.com](http://www.mcgowanproperties.com)



[illegible]

WEST  
T.P.O.B.  
REMAINING PARCEL-  
WEST

LINE DRAWN  
665.00' S'LY OF  
AND PARALLEL WITH  
THE N. LINE, NE 1/4,  
SEC. 26

862.21'

LINE DRAWN 297.00'  
WLY OF AND PARALLEL  
WITH THE E. LINE,  
W 1/2, NE 1/4, SEC. 26.

RICHARD A. RECTENWALD  
OR 20040830--007193a : C D R

RICHARD A. RECTENWALD  
O.R. 20040830-0071238 L.C.D.R.  
TAX PARCEL NO. 38-41209

A diagram of a house with a dashed line indicating a path. The word "HOUSE" is written vertically next to the house.

## AREA OF FARM BUILDINGS

LINE DRAWN  
197.00' WLY OF  
AND PARALLEL  
WITH THE E.  
LINE, W 1/2,  
NE 1/4, SEC. 26

LINE DRAWN  
665.00' S'LY OF  
AND PARALLEL  
WITH THE N. LINE,

RICHARD A. RECTENWALD  
M.F. 00-00583 E03 L.C.D.R.  
TAX PARCEL NO. 38-41207

S 00°05'44" E 665.00'

N 00°05'44" W 665.00

LINE DRAWN 640.00'  
WLY OF AND PARALLEL  
WITH THE E. LINE,  
W 1/2, NE 1/4, SEC. 26  
E 665.00'

PARCEL A OVERALL  
86,126 SF.  
1.977 AC.±

PARCEL A PRO  
3,902 SF.  
0.090 AC.±

PARCEL A NET  
82,224 SF.  
1.887 AC.±

LINE DRAWN 554.26'  
ELY OF AND PARALLEL  
WITH THE W. LINE,  
NE 1/4, SEC. 26  
W 665.00'  
E 665.00'

PARCEL B OVERALL  
86,475 SF.  
1.985 AC.±

PARCEL B PRO  
3,903 SF.  
0.090 AC.±

PARCEL B NET  
82,572 SF.  
1.895 AC.±

665.00' E  
LINE DRAWN 424.17'  
ELY OF AND PARALLEL  
WITH THE W. LINE,  
NE 1/4, SEC. 26

PARCEL C OVER  
86,508 SF  
1.986 AC.

PARCEL C PRO  
3,903 SF  
0.090 AC.

PARCEL C NET  
82,605 SF  
1.896 AC.

665.00' W  
LINE DRAWN 294.09'  
ELY OF AND PARALLEL  
WITH THE W. LINE,  
NE 1/4 SEC. 26

PARCEL D OVERALL	PARCEL D PROCEEDS	PARCEL D NET
86,510 SF	3,903 SF	82,607 SF
1.986 AC.	0.090 AC.	1.896 AC.

S 00°11'40" E 1331.07'

RECTENWALD PROPERTY  
DECLARATION OF RESTRICTIONS

-  
This Declaration made and entered into by Richard A. & Kelly Rectenwald; hereinafter referred to as "OWNERS" this \_\_\_\_ day of August 2006.

WITNESSETH THAT: WHEREAS, the OWNERS are the owners of the following described real estate, as set forth in the attached Exhibit A which real estate is hereinafter for convenience referred to as the "Rectenwald Property" and, WHEREAS, the OWNERS desire to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of the Rectenwald Property, certain easements and rights in, over, and certain restrictions with respect to the use thereof. NOW THEREFORE, The OWNERS, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

**ARTICLE ONE**

**SECTION 1.** All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single, private residence purpose building containing a minimum of Two thousand five hundred square feet (2,500 sq. ft.) hereinafter for convenience called "DWELLING" and related out-buildings shall be erected, reconstructed, placed or suffered to remain thereon.

**SECTION 2.** No dwelling or out-building shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than 100 feet, or lines shown upon the subdivided lots of the said Rectenwald Property. This restriction as to the distance at which said dwelling house and out- buildings shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, porte cocheres, and other similar projections of said dwelling.

**SECTION 3.** No garage or out-building or addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof. No radio or television antennas or towers or satellite dishes exceeding twenty-four inches (24") shall be erected, reconstructed, placed or suffered to remain on said premises.

**SECTION 4.** No portion of the within described premises nearer to any highway than 100 feet shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees, or shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been constructed and

occupied on any lot on the Rectenwald Property, the entire yard shall be sodded or planted with lawn seed, to the street and lot lines.

**SECTION 5.** No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, oil or other substance, except water, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising devise shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of the OWNERS first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale or "For Rent" shall however be permitted. The right is reserved by OWNERS to erect small structures and place signs or improvements on any unsold lot.

**SECTION 6.** No pigs, cattle or cows, or sheep shall be kept upon or maintained on any part of any lot or tract.

**SECTION 7.** No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called shall be parked, stored or suffered to remain upon said premises unless parked or stored within a garage or out-building on said premises out of view. In no event shall any vehicle, whatsoever, be parked or stored upon an unpaved portion of the lot.

**SECTION 8.** Each builder of dwellings or out-buildings on any lots on the Rectenwald Property shall comply with the site grading plan requirements prescribed by Monclova Township and any other controlling entities.

**SECTION 9.** All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage or out-building, basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from Ramm Road in the front or at the side of the dwelling.

**SECTION 10.** OWNERS and their successors and assigns reserve and are hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, after sufficient notice to the property owner and failure on the property owner's part to abate the violation, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by OWNERS and OWNERS shall not, by reason

thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal.. A failure of OWNERS to enforce any of the restrictions, rights reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefore or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and OWNERS shall at any and all times have the right to enforce the same.

**SECTION 11.** No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the OWNERS.

**SECTION 12.** Whenever any of the foregoing covenants, reservation agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by OWNERS, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by OWNERS, or their successors and assigns or by any other person authorized in writing to sign deeds on behalf of OWNERS.

## **ARTICLE TWO**

**SECTION 1.** Each grantee of OWNERS, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of OWNERS, created or reserved by this Declaration of Restrictions or by Plat of Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interests therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give OWNERS or their successors or assigns, after sufficient notice to the properly owner and failure on the property owner's part to abate the violation, the right (a) to enter upon the land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and OWNERS or their successors and/or assigns, or their agents shall not thereby be deemed guilty of any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

**SECTION 2.** All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or thereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the

provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser as such, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

**SECTION 3.** No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

**SECTION 4.** The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

**SECTION 5.** OWNERS reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained.

**SECTION 6.** A violation of any of the rules and regulations adopted by OWNERS shall be deemed a violation of this Declaration and may be enjoined as herein provided.

**SECTION 7.** The rights, privileges and powers herein retained by OWNERS shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the OWNERS sign this Declaration on August\_\_\_\_, 2006.

\_\_\_\_\_  
Richard A. Rectenwald

\_\_\_\_\_  
Kelly Rectenwald

STATE OF OHIO     )  
                              )  
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2006 by Richard A Rectenwald and Kelly Rectenwald.

\_\_\_\_\_  
Notary Public