FULLER'S HILLWAY PLATS 2-3

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

INDENTURE OF RESTRICTIONS UPON
PLAT NUMBER TWO AND THREE
FULLER'S HILLWAY ADDITION IN ADAMS
TOWNSHIP, LUCAS COUNTY, OHIO

This indenture entered into by and between the parties hereto on the day and year hereinafter written; and

WHEREAS, Fuller's Hillway Addition is a subdivision in Adams Township, in Lucas County, Ohio, which has been subdivided and laid out into lots which are numbered consecutively from number 22 to 125 both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 57 at page 57 and 58 of the Plat Records of the Recorder of Lucas County, Ohio; and

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvements and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots, or part thereof located and situated in Plat Number Two and Three in Fuller's Hillway Addition in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

NOW THEREFORE, in consideration of the premises, and in consideration of the benefits accruing to us jointly and severally and in consideration of the mutual promises of the undersigned to restrict all lots owned by each of us in said subdivision, and for the mutual benefit and protection of each and every person who is now or shall hereafter become the owner of any interest in and to any lot or part thereof in Plat Number Two and Three in Fuller's Hillway Addition, and to include all lots or any part thereof now owned and held by the undersigned, we hereby agree among and between ourselves that the lot, lots or any part thereof owned by each of us in Plat Two and Three, Fuller's Hillway Addition, a Subdivision in Adams Township, Lucas County, Ohio will henceforth be held, occupied and conveyed by us subject to certain restrictions set forth hereinbelow, and the undersigned for ourselves, our heirs, legal representatives, successors and assigns specifically agree to include said restrictions in any and all instruments or conveyances affecting said premises, it being hereby mutually agreed that said restrictions shall run with the land, and that the following restrictions are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and to all lots or parts thereof in said Plats Two and Three, Fuller's Hillway Addition as a general plan, and shall be binding upon all owners of any interest in and to said property, their grantees, heirs, executors, administrators, legal representatives, successors and/or assigns in the manner following to wit:

(a) All lots in said tract shall be known and described as residential lots for single family occupancy. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than herein described and shall not exceed two stories in height and a private garage for not more than two cars.

(b) No building shall be erected on any residential lot nearer than 30 feet to the front lot line, nor nearer than 5 feet to any side lot line. No structure shall be permitted nearer than 25 feet to any side street line.

(c) No noxious or offensive trade shall be upon any lot in said Plat Two and Three, Fuller's Hillway Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No basement, garage nor any other 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 on any lot for any purpose whatsoever.

(e) There shall not be erected, permitted or maintained on said lot any stable, cattleyard, hog pen, fowl house, or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, cattle or other live stock or noxious, dangerous or offensive thing, whether of the character of those hereinbefore enumerated or not, be permitted or maintained thereon.

(f) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(g) On lots 22 to 125 inclusive, which may be used for one family occupancy, the ground floor area thereof shall not be less than 1000 square feet in the case of a one story or one and a half story structure, and not less than 570 square feet in the case of a two story structure.

No dwelling shall be built having a width of less than 26 feet exclusive of an attached garage.

(h) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot therein known and described as a residential lot.

(i) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 20, 1989, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(j) 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 and location of such structure which shall be submitted in duplicate to Paul J. Fuller, Toledo, Ohio, or a committee selected by him, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Paul J. Fuller, or his successors may at their option disapprove any plan which in their opinion may not blend with the houses either built or planned for the future in said Plats Number Two and Three Fuller's Hillway Addition by reason of architectural design, appearance, harmony, color, taste, type of material or esthetic appeal.

(k) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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.

(l) 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.

IN WITNESS WHEREOF, we the undersigned, as owners of all of the lots in Plats Number Two and Three, Fuller's Hillway Addition, have hereunto subscribed our names and executed this Declaration of Restrictions this 17th day of March, 1959.

CENTRAL SECURITIES CORPORATION

By: Wm. S. Richards, President

Two witnesses.

Jane E. Welter, Asst. Secretary

Acknowledged March 17, 1959 by said Corporation, by said Officers, duly authorized, before a Notary Public, Lucas County, Ohio (seal).

Received for record March 23, 1959 and recorded in Volume 1921 of Mortgages, page 265.