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Know all Men by these Presents

THAT, WHEREAS, there are no restrictions on the manner of use, improvement and enjoyment of certain of the lots or parts of lots in BRAND'S ADDITION, in Oregon Township, Lucas County, Ohio, and BRANDVILLE SUBDIVISION in Oregon Township, Lucas County, Ohio; and

WHEREAS it is desirable that restrictions upon the manner of use, improvement and enjoyment of all lots and parts of lots, now owned by the undersigned, be imposed upon the same;

NOW, THEREFORE, in order to provide a uniform general plan for improvement, development, use, occupancy and enjoyment of said lots in BRAND'S ADDITION and BRANDVILLE SUBDIVISION, as a desirable residence district, we, the undersigned, owners of lots, parts of lots, or parcels of land, located in said BRAND'S ADDITION and BRANDVILLE SUBDIVISION, in consideration of the premises, the benefits accruing to us individually, jointly, and severally, and the mutual covenants herein contained, do hereby, for ourselves, our executors, administrators and assigns, restrict the improvement, use, occupancy and enjoyment of all of the property in said Addition and Subdivision for the period and in the manner following, to-wit:

(1) The premises shall be used for residence or agricultural purposes only, and no building or structure of any kind shall be erected or maintained on the premises other than a dwelling house designed for one family or two families only, and a private garage for the sole use of the owner or occupant.

(2) The covenants and conditions of this agreement shall become effective on June 6th 1950, and shall run with the land, and shall be binding on the signatories hereunto and on each and every person who shall hereafter become the owner of any interest in any lot or part
of a lot in said BRAND'S ADDITION and/or said BRANDVILLE SUBDIVISION, now owned by the parties hereto, until January 1st 1980, at which time said covenants and conditions or any portion thereof may be extended for a further twenty-five year period and for successive twenty-five year periods thereafter upon the written approval and agreement of sixty percent of the then owners of the lots restricted by this agreement.

(3) The provisions of this agreement shall bind and inure to the benefit of, and be enforceable by, the respective heirs, legal representatives, successors, and assigns of any lot owner, and failure by any lot owner or his heirs, legal representatives, successors or assigns to enforce any of said covenants and restrictions shall not be deemed a waiver of the right to thereafter enforce the same by mandatory injunction or otherwise. Invalidation of any one or more of the foregoing covenants or restrictions by judgment or court order shall in no wise affect any of the other which shall remain in full force and effect.

(4) All lot owners signing this agreement, covenant and agree to incorporate the foregoing covenants and restrictions by reference in any deed of conveyance or mortgage, or land contract, which may subsequently be made for any of the property covered by this agreement.

(5) Any lot owner in said BRAND'S ADDITION or BRANDVILLE SUBDIVISION, who has signed, consented to and agreed to be bound by these restrictions may enforce the same by injunction or other appropriate legal or equitable remedy against any other lot owner in said BRAND'S ADDITION and BRANDVILLE SUBDIVISION who has signed, consented to and agreed to be bound by said restrictions, it being acknowledged by all lot owners who sign this agreement or consent thereto in writing that this agreement represents a general plan for the improvement of all the lots in BRAND'S ADDITION and BRANDVILLE SUBDIVISION now fronting on
Grasser Road, between Jerusalem Road and Pickle Road, and therefore for the benefit of each and every lot owner therein.

(6) This agreement and the covenants herein contained shall insure to the benefit of, and be binding upon, the heirs, executors, administrators, and assigns of all persons signing this agreement.

IN WITNESS WHEREOF, we, the undersigned, as owners of the lot or lots or part thereof indicated opposite our names in said BRAND'S ADDITION and/or BRANDVILLE SUBDIVISION do evidence our consent to and our agreement to be bound by the foregoing restrictions by signing our names (on West side and 90% of owners on East side of Grasser Road) (later) hereto, when 98% of owners/have signed this agreement, and as to/individual signers as of the date of their signature, and when property now owned by John W. & Zorah Brown on Grasser Road is covered by this Covenant.

Signed by Richard M. McIntire as owner of the premises in question, and other owners of property in said additions.