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DECLARATION OF RESTRICTIONS

WHEREAS, it is the desire of the undersigned owner of all the lots in DELTA ADDITION, Oregon Township, Lucas County, Ohio, to provide restrictions which will be suitable and desirable for the use and occupancy of the lots in said Addition, and which will operate to the use and benefit of each lot holder and/or his successors and assigns.

NOW THEREFORE, in order to provide a uniform and general plan for the improvement, development, use, occupancy and enjoyment of said lots in DELTA ADDITION, as an architecturally harmonious, artistic and desirable residential district, the restrictions hereinafter contained are adopted pursuant to said general plan for the better and uniform improvement and development of DELTA ADDITION, and for the benefit and protection of the owner of the lots herein referred to, and of all persons who may hereafter become the owners of said lots.

I, the owner of lots in DELTA ADDITION, individually, jointly and severally, for myself, my heirs, executors, administrators, legal representatives, and/or assigns, who shall in the future be the owner, occupant, tenant, or own or acquire any interest in and to any lot or lots, or parts thereof, now owned by me, in the improvement, development, use, occupancy and enjoyment of said Addition known as DELTA ADDITION, an Addition in Oregon Township, Lucas County, Ohio, by the execution and recording of this Indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of the property in said Addition owned by the undersigned, for the period and to the extent, and in the manner following, to-wit:

1. Said premises shall be used exclusively for residence purposes.

2. There shall not be erected, placed or suffered to remain on said premises any building or structure whatever other than 1 private dwelling house, designed and intended for the occupancy of 1 family only, with garage and/or other outbuildings appurtenant thereto, and such dwelling house, garage and/or other outbuildings shall be constructed, erected, placed, located and/or maintained only pursuant to, and in accordance with, all and singular the covenants and agreements of the grantee herein contained and not otherwise.

3. The main cost of each residence erected upon said premises, based on year 1956 costs, shall be not less than $17,500.00.

4. Every residence constructed on said lot shall be of Ranch Type construction and shall be only 1 story in height; the floor space of each dwelling shall not contain less than 1100 square feet, breezeway and garage excluded.

5. No building or part thereof, except as hereinafter provided, shall be erected or maintained on any lot closer to the front line thereof, than is shown by the set back lines on the plat, and the side foundation walls of such structure shall be at least 1/10 the width of the lot, from the side lines.
6. No intoxicating liquor shall be manufactured or sold on said premises.

7. Said premises shall not be used for any purpose or in any way which may endanger the health or unreasonably disturb the quiet of any occupant of adjacent or neighboring premises.

8. Said premises shall not be used for boarding house, rooming house, fraternity house, sorority house, boarding school, hotel apartment, school, hospital, sanitarium or dance hall purposes, or for any other purpose whatsoever other than private residence purposes. The intent of this covenant is that said premises shall be used exclusively for private residence purposes, and for no other purpose whatsoever whether of the kind specified in this paragraph or otherwise. The enumeration herein of certain prohibited uses of said premises being in addition to, and not exclusive of any use thereof other than for purely private residence purposes.

9. Building plans and specifications are to be approved by a Committee. No such dwelling house, garage or outbuilding shall be erected, placed or suffered to remain on said premises unless and until the plans and specifications therefor shall have been approved in writing by a Committee composed of Henry W. Fleitz of Toledo, Ohio; James R. Kirby of Toledo, Ohio; and Howard H. Fleitz of Toledo, Ohio. In the event there is a resignation or death of any member of the said Committee, the surviving members shall choose his successor.

10. The front of the lot is to be used for lawn purposes only. No portion of said premises within 60 feet of the street or highway on which said premises front shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prohibit walks, driveways, trees, shrubbery, ornamental plants, flowers, fountains and similar ornaments, but no vegetables or grains shall be grown or suffered to remain thereon. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

11. Said premises shall not be resubdivided.

12. Each residence shall be equipped with a septic tank and leaching bed and the construction of the same shall comply with the County and State Health Regulations.

13. No building of any kind shall be moved upon said premises and no building shall be constructed upon said premises that shall contain second hand material of any kind. No composition siding shall be used for the construction of any building.

14. The grantor further covenants that he holds all other lands in DELTA ADDITION subject to the same restricting covenants as are set forth, for the benefit of the grantee, his heirs and assigns, and that each deed given by him for any of said lands shall contain the same restricting covenants that are herein set forth, which shall inure to and be for the benefit of the grantee herein and his heirs and assigns.

15. Easements and rights of way are hereby expressly reserved in, upon and over the rear 5 feet, the front 5 and 2
feet on each side of each lot for the following purposes: For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith, for the transmission of electricity, telephone and other purposes; for the construction and maintenance of storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat or for any other public or quasi-public purpose and wholly functioned, maintained, or performed by or in any method beneath the surface of the ground.

The right is hereby reserved by Howard H. Fleitz or his assigns, to enter upon such strips of land to construct and maintain said lines, sewers, pipes and equipment for which said easements and rights of way are reserved.

16. If any structure of any character shall at any time be erected, constructed, used, operated or maintained on said premises, or any part thereof, contrary to or in violation of either or any of the covenants, conditions, restrictions or reservations hereof, the same shall be forthwith abated, upon notice and demand therefor from the undersigned or from any owner or owners of other premises in said plat, and upon failure to so immediately abate said nuisance, said undersigned may, and the owner or occupant of the premises hereinbefore described shall, summarily abate such nuisance, using such force as may be necessary therefor, and neither the undersigned, his heirs, executors or assigns, nor any other person shall be liable for damage in law or equity, but shall be paid by the recovery from the owner or occupant of said premises upon which such structure is erected or such nuisance committed, all costs and expenses, including attorney fees incurred or expended, in abating the same.

The determination by the undersigned or his assigns as to what constitutes an unlawful use or nuisance within the meaning of this restriction, shall be conclusive and binding, and no owner of any land in said plat or any other person shall be entitled to an injunction or other judicial order to prevent the undersigned from determining whether or not a breach of the conditions, reservations and restrictions hereof has occurred, or from enjoining the abatement thereof.

17. The covenants and conditions and restrictions and reservations contained herein shall run with the land and shall be operative and binding on the owners of the lots in said Addition, their heirs, administrators, executors and assigns to July 1, 1977.

If any of the covenants or restrictions or conditions or reservations 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, the owner has hereunto set his hand this 18th day of May, 1956.

Howard H. Fleitz.

Two witnesses.
Acknowledged May 18, 1956 in Lucas County, Ohio, before a Notary Public, State of Ohio (seal).
Received for record May 22, 1956 and recorded in Volume 1792 of Mortgages, page 429.