EAST HAMPTON PARK PLAT 3

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that The Port Lawrence Title and Trust Company, Trustee, is the owner (and Easthampton Development Company is the developer) of all lots in East Hampton Park, Plat Three, City of Oregon, Lucas County, Ohio, the same being described as lots 131 to 131 inclusive, and

WHEREAS, said The Port Lawrence Title and Trust Company, Trustee, for the mutual benefit and protection of itself and of future owners of said lots, desires to establish and carry out a general plan of development;

NOW, THEREFORE, in consideration of the premises, The Port Lawrence Title and Trust Company, Trustee, for itself, its successors and assigns, hereby declares and agrees that the property hereinbefore described shall be, and is hereby held, and shall be conveyed, subject to the following conditions and restrictions:

(1) All lots shall be restricted to one-family dwellings and not to exceed a two-car garage or carport for private use. Detached garages shall conform architecturally to the residence and shall be located within 5 feet of the rear lot line; provided however the Architectural Control Committee for good reason at its discretion may allow a variation from 5 feet by written consent.

(2) All dwellings erected on said lots shall be one story, story and a half, split-level or two story and may include attached garages or carports not to exceed 24 feet in width. All dwellings shall have a minimum living area of not less than 1,000 square feet except dwellings with an attached garage may have a minimum living area of 900 square feet.
(3) Easthampton Development Company may subdivide or convey less than the whole of any lot, but no grantee or successor in title shall do so without first obtaining the written consent of Easthampton Development Company.

The minimum dimensions of any building plot shall be 60 feet wide at the building setback line, 120 feet in depth and 7,200 square feet of area.

(4) All buildings and the locations thereof shall comply with the building code and regulations of the City of Oregon and with the recorded plat. All or some buildings may be located behind setback lines shown on recorded plat if approved by the Architectural Control Committee.

(5) All driveways shall be on the side of the lot approved by the Architectural Control Committee, excepting lots with attached garages and excepting all corner lots; provided, however, driveways on all corner lots shall not be closer than 5 feet from the rear property line.

(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(7) No dwelling, garage, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot until the plans and specifications of said improvement, or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, color scheme, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and
in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Any and all tanks must be buried below ground level. All finished ground grades shall conform to the detailed grading plans as filed with the City of Oregon. All roofs to be of gable or hip type construction with minimum pitch of 3" in 12". Maximum ridge height for two story building to be 25 feet above first floor level. No first floor line shall be more than 24" above average grade of adjoining property.

(8) Said Architectural Control Committee shall be composed of Robert Browning, C. F. Wasserman and John Browning. Any member of said Control Committee shall by his signature bind the Committee the same as if signed by all the members. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor or successors. When all the lots have been conveyed by The Port Lawrence Title and Trust Company, Trustee (excluding conveyances to Easthampton Development Company) the lot owners may by majority vote, after thirty days notice to the then record owners mailed to them at their last known address, elect three persons as members of the Control Committee and they shall succeed the members provided for hereinbefore. In the event of the death or resignation of any member of this new Committee, the remaining members shall have full authority to designate a successor or successors. All members of the new Committee shall act until death or resignation or until the election of new members which election shall be made by majority vote of the record lot owners after thirty days notice to all
record lot owners sent to their last known address.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of the Easthampton Development Company, 319 United Savings Building, Toledo 4, Ohio or to any member of the Lot Owners Committee upon their election. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission, or they shall be deemed approved.

(9) No noxious or offensive trade or activity shall be carried on upon any lot or part thereof nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(10) No animal, fowl or livestock of any kind shall be kept or harbored on any lot in said Addition. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in the Addition.

(11) No trailer, basement, tent, shack, garage, barn or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed.

(12) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot outside of the buildings.

(13) All clotheslines shall be confined to the yard to the rear of the dwelling.

(14) No sod or earth shall be removed from any lot except to permit building foundations.
(15) No signs shall be permitted on any vacant lot without the approval of Easthampton Development Company.

(16) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend above the finished grade at the back of said retaining wall. No fence within five feet of lot line shall exceed four feet in height.

(17) All the covenants, agreements, easements, reservations, restrictions contained herein are to run with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 1989, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for effective periods of 10 years unless waived or modified in writing by the then owners of three-fourths of the lots in the Addition. Said modifications of the restrictions to be effective must be recorded in the Office of the Recorder of Lucas County prior to the expiration date.

(18) Easthampton Development Company reserves and is 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 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Easthampton Development Company, and Easthampton Development Company shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Easthampton Development Company 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 thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Easthampton Development Company shall at any and all times have the right to enforce the same.

(19) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, the said The Port Lawrence Title and Trust Company, Trustee, has caused its corporate name to be signed by its Vice President and Assistant Secretary, and its corporate seal to be affixed and attested by its Secretary, both officers having been thereunto duly authorized this 20th day of February, 1969.

Signed by The Port Lawrence Title and Trust Company, Trustee, by Vincent J. Meyers, Vice-President and Maude Hibbard Niles, Assistant-Secretary.

Two witnesses.

Acknowledged February 20, 1969 by said Corporation, as Trustee, by said officers, before a Notary Public, Lucas County, Ohio (Seal).