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DECLARATION OF PROTECTIVE COVENANTS
FOR
EASTGATE ADDITION
MAUMEE, OHIO

Eastgate Addition comprises all that part of River Tracts 20 and 21, Town 3, United States Reserve, Adams Township, Lucas County, Ohio, bounded and described as follows; Beginning at the intersection of the center line of Eastgate Avenue with the North line of said River Tract 21; thence West, along said North line of River Tract 21, a distance of 999.51 feet, to a point that is 150.0 feet East of the West line of River Tract 21; thence 50° 32' 52"W, and parallel to said West line of River Tract 21, a distance of 918.61 feet; thence N56° 13' 34"E, a distance of 1189.78 feet; thence N59° 18' 49"E, a distance of 152.0 feet, to the said center line of Eastgate Avenue; thence N30° 31' 51"W, along the said center line, a distance of 221.50 feet, to the point of beginning, and is subdivided into individual lots numbering consecutively, from number one through sixty-one.

The following expressed conditions, provisions, and covenants shall be made a part thereof.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
Approval shall be as provided an architectural control committee composed of John V. Berucha, Donald G. Feak and John F. Berucha, all of 1045 South Reynolds Road, Toledo 14, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee’s approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully complied with.

3. No dwelling shall be permitted on any lot at a cost of less than $10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum
building setback lines shown on the recorded plat. In any event no
building shall be located on any lot nearer than 25 feet to the front
lot line, or nearer than 25 feet to any side street line. No building
shall be located nearer than 5 feet to an interior lot line, except
that no side yard shall be required for a garage or other permitted
accessory building located 75 feet or more from the minimum building
setback line. No dwelling shall be located on any interior lot nearer
than 25 feet to the rear lot line. For the purpose of this covenant,
eaves, steps, and open porches shall not be considered as a part of
a building, provided, however, that this shall not be construed to
permit any portion of a building, on a lot to encroach upon another
lot. However, dwellings located on corner lots, numbers 1h, 19, 40,
53, 54, and 58 may be placed within ten feet of the rear lot line
when said dwelling is built with the front elevation facing the long
dimension of the lot.

5. No dwelling shall be erected or placed on any lot having
a width of less than 10 feet at the minimum building setback line nor
shall any dwelling be erected or placed on any lot having an area of
less than 6000 square feet.

6. Easements for installation and maintenance of utilities
and drainage facilities are reserved as shown on the recorded plat and
cover the rear five feet of each lot.

7. No noxious or offensive activity shall be carried on upon
any lot, nor shall anything be done thereon which may be or may become
an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement,
tent shack, garage, barn, or other outbuilding shall be used on any
lot at any time as a residence either temporarily or permanently.

9. No barns or other out-buildings shall be allowed to be
erected on any of the lots of this addition without special written
approval of the architectural control committee.

10. No cows, horses, chickens, or other livestock shall be
kept or maintained on any of these lots.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

In witness whereof, the said RERUCHA-PEAK LAND DEVELOPING COMPANY and Robert J. Ballner have hereunto subscribed their names; on this 25th day of August, Nineteen Hundred and Fifty-Nine.

Signed by Rerucha-Peak Land Developing Co. by John V. Rerucha President and Donald O. Perks Vice-President and Robert J. Ballner.

2 Witnesses

Received for record August 26, 1959 and recorded in Volume 19h3 of Mortgages page 392.