EASTMORELAND AND EASTMORELAND 1ST EXTENSION

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 EASTMORELAND, EASTMORELAND FIRST EXTENSION AND EASTMORELAND II, ADDITIONS SITUATED IN OREGON TOWNSHIP, LUCAS COUNTY, OHIO.

This indenture entered into by and between the parties hereto on the day and year hereinafter written for convenience dated October 9, 1941,

WITNESSETH:

WHEREAS, Eastmoreland is an Addition situate in Oregon Township, Lucas County, Ohio, which has been subdivided and laid out into lots numbered 1-65 & 71-108, both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 41, at Pages 22 and 23, of the Plat Records in the office of the Recorder of Lucas County, Ohio, and

WHEREAS, Eastmoreland, First Extension, is an Addition situate in Oregon Township, Lucas County, Ohio, which has been subdivided and laid out into lots numbered 109-130, both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 41, at Page 41, of the Plat Records in the office of the Recorder of Lucas County, Ohio, and,

WHEREAS, Eastmoreland II, is an Addition situate in Oregon Township, Lucas County, Ohio, which has been subdivided and laid out into lots numbered 131-386, both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 42, at Pages 109 and 110, of the Plat Records in the office of the
Recorder of Lucas County, Ohio, and

WHEREAS, the lots in said Additions are subject to certain conditions, covenants and restrictions as set forth in Volume 819 of Deeds, Page 75, upon the records in the office of the Recorder of Lucas County, Ohio, and

WHEREAS, in order to enhance the value and to maintain the desirability of said Additions as residential districts, it is desired that a uniform set of restrictions be adopted, which restrictions shall continue and be in force and effect for a definite period of time, and shall constitute and be a general plan affecting the lots in said Additions as a perpetuation and continuation of the general plan originally effective upon the lots in said Additions.

NOW, THEREFORE, in order to provide a uniform general plan affecting the ownership, disposition, improvement, development, use, occupancy and enjoyment of said Additions as architecturally harmonious, artistic and desirable residential districts, in consideration of the premises, and of the benefits accruing to us individually, jointly and severally and in consideration of the mutual covenants of the undersigned similarly to restrict the ownership, disposition, improvement, development, use, occupancy and enjoyment of all lots owned by each of the undersigned in said Additions 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 Eastmoreland, Eastmoreland First Extension and Eastmoreland II, including all lots or parts thereof now owned and held by the undersigned, we hereby agree among and between ourselves that
the lot, lots, or any parts thereof owned by each of us in
Eastmoreland, Eastmoreland First Extension and Eastmoreland II,
will henceforth be held, occupied and conveyed by us subject to
certain restrictions set forth hereinbelow, and the undersigned
as the owners of lots or parts thereof in said Additions,
individually, jointly and severally for ourselves, our heirs,
legal representatives, successors and assigns hereby 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,
disposition, improvement, development, use, occupancy and enjoy-
ment of any interest in and to all lots or parts thereof in
said Eastmoreland, Eastmoreland First Extension, and Eastmoreland
II as a general plan, and shall be binding upon and for the
benefit of all owners, of any interest in and to said property,
their grantees, heirs, executors, administrators, legal represen-
tatives, successors and/or assigns for the period and to the
extent and in the manner following, to-wit:

a) All lots in said Additions shall be known and
described as residential lots and used for residential purposes
only, except lots numbered 349 to 352, both inclusive, which lots
so excepted may be used for business and commercial purposes,
and any commercial structure erected thereon must be constructed
of brick or other fireproof material and not more than two
stories in height.

b) No structure shall be erected on any residential
lot except one detached dwelling and a one, two, or three car
garage. No such dwelling shall exceed two stories in height and no such dwelling shall be occupied by more than one family.

c) No building shall be erected on any residential lot nearer than thirty feet to nor farther than forty feet from the front property line, nor nearer than five feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear one-quarter of a lot except that such garage shall be at least three feet from the side line of said lot. No building shall be erected on any corner lot nearer than fifteen feet from said corner side lot line, and any garage located on such corner lot shall be attached to the dwelling on said lot in such a manner as to be an integral part of said dwelling structure.

d) No residential lot or lots shall be resubdivided into building sites, nor shall any building be erected on any residential lot having an area or street frontage of less than that shown on the original recorded plat. However, a dwelling may be erected on two or more lots with due regard to restrictions as outlined in Article C above, applicable to adjoining owners' lot lines.

e-1) No building or other structure shall be erected, moved or maintained on any lot in said Additions unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location thereof, and further showing said building or structure to be architecturally harmonious with and in keeping with existing buildings in the immediate vicinity, which plans and specifications shall be submitted for approval to the
Eastmoreland Sales Company and the Building Committee of Eastmoreland-Euclid Park Improvement Association, Inc., and the approval by them of said plans and specifications shall be endorsed upon said plans and specifications in writing. No changes shall be made during the process of construction of any building until plans and specifications showing the proposed changes shall have been submitted to and approved by said Eastmoreland Sales Company and the Building Committee of Eastmoreland-Euclid Park Improvement Association, Inc. No construction shall be begun or continued on any lot in said plat unless and until said written approval is endorsed on the plans and specifications therefor as hereinabove provided.

e-2 The Committee referred to in the preceding paragraph shall consist of five members, each of whom shall be the owner in fee simple of property in said Additions, and shall serve without compensation. The members of this Committee shall be appointed by the President of said Eastmoreland-Euclid Park Improvement Association, Inc. Vacancies on said Committee shall be filled by the selection of a successor in the same manner. One member of said Committee shall be selected by said Committee to serve as its Chairman.

e-3 In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of Eastmoreland, Eastmoreland First Extension and Eastmoreland II as architecturally harmonious, artistic and desirable residential Additions in accordance with the general plan as hereinbefore mentioned, and in approving or withholding approval of any plans and specifications so submitted, said
Committee and the Eastmoreland Sales Company may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot on which it is proposed to be erected or made, and such other matters and considerations as said Committee and the Eastmoreland Sales Company may deem to be to the interest and benefit of the owners of lots in said Additions as a whole with reference to said plan of development; and any determination made by them in good faith shall be binding upon all parties in interest.

f) No noxious or offensive trade shall be carried on upon any lot in said Additions, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

g) No basement, garage nor any 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 lots for any purpose whatsoever.

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

i) No signs of any character shall be erected, posted, posted or otherwise displayed on or about any lot without the written permission of the Building Committee and the Eastmoreland
Sales Company. Said Committee and the Eastmoreland Sales Company shall have the right at their discretion, to prohibit, restrict and control the size, construction, material, wording, location and height of all signs, the erection, pasting, posting and/or display of which may be authorized as above.

j) No fences exceeding 36 inches in height shall be erected or permitted on any residence lot, and any fence so placed on said lots shall be of an ornamental type. No fence shall be erected or permitted upon any such lots without the written consent of the Eastmoreland Sales Company or the committee hereinabove referred to.

k) A perpetual easement is hereby granted and/or reserved over the rear four feet of each lot for utility installation and maintenance.

l) No dwelling and garage shall be constructed in Eastmoreland, Eastmoreland First Extension and Eastmoreland II, costing less than the amounts stipulated in the schedule below, applicable to the various streets, avenues and drives within the confines of these subdivisions:

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Minimum Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastmoreland Drive</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Sewell Drive</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Randall Drive</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Sylvandale Avenue</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Starr Avenue</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Robindale Avenue</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Wheeling Street</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Bellhaven Drive</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Bellcourt Drive</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Location</td>
<td>Minimum Investment,</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Berlin Avenue</td>
<td>Minimum investment,</td>
</tr>
<tr>
<td>Grasser Street</td>
<td>&quot;</td>
</tr>
<tr>
<td>Whittlesey Street</td>
<td>&quot;</td>
</tr>
</tbody>
</table>

No dwelling shall be erected, moved or maintained upon any residential lot in said Additions unless it shall have a ground floor area of not less than 700 square feet with a minimum elevation of 21 feet above grade for the main structure in the case of a one story building, nor less than 500 square feet in the case of a one and one-half story or two story structure. No building on any residential lot having a frontage of forty feet or less shall have a width of more than 26 feet, except a dwelling with garage attached facing the street on which such lot fronts, in which case the width of said building including garage shall not exceed 30 feet. No building shall be erected on any of the commercial lots hereinabove referred to costing less than $6,500.00 exclusive of the cost of the land, and the plans and specifications for such commercial structure shall be submitted for approval to said Building Committee and the Eastmoreland Sales Company, and their approval shall be endorsed in writing thereon, as hereinabove at article "e".

m) Concrete or stone sidewalks of not less than 4 feet in width shall be installed to serve each residential property before being occupied, and are to be installed at the expense of the builder or purchaser.

n) No wines, liquors, beer or other intoxicants shall be manufactured, or sold on any lot herein for consumption on the premises.
o) No person or persons other than of the Caucasian race shall have the right to own or occupy any of the lots or parcels of land in said Additions, and the sale by any of the parties hereto, or of any person claiming through said parties hereto to persons other than of the Caucasian race is hereby restricted and prohibited, provided however, that this restriction shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant upon the premises.

p) The covenants and restrictions hereinabove shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until June 30, 1975, at which time said covenants and restrictions herein contained or any portion thereof may be extended for a further ten year period and for successive ten year periods thereafter on the written approval or agreement of the owners of two-thirds of the lots in said Additions.

q) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lots in said Additions may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, to prevent him or them from so doing, to cause the removal of any violation and recover damages or other dues for such violation and/or attempted violation.
x) 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.

We further covenant and mutually agree for ourselves, our heirs, executors, administrators, legal representatives, successors and/or assignees that the aforesaid covenants, provisions and restrictions constitute a general plan for the improvement, development, use, occupancy and enjoyment of said Additions as an integral part of the major plan of Eastmoreland, Eastmoreland First Extension, and Eastmoreland II as originally platted and as now improved; that said covenants, provisions and restrictions are "Covenants Real", run with the land and shall be an encumbrance upon said property to the extent and for the period or periods specifically set forth herein, and that these covenants, provisions and restrictions cancel and supersede all other covenants, provisions and restrictions affecting said property which are now of record, contained in deeds, or otherwise in full force and effect, provided however, that this instrument shall not cancel said restrictions as to lots, the owners of which do not join herein.

IN WITNESS WHEREOF, we, the undersigned, as owners of the lot, lots or part thereof indicated opposite our names hereinbelow, or as the owners of any interest therein by right of dower or otherwise, have hereunto subscribed our names and executed this Declaration of Covenants, Provisions and Restrictions this 30th day of December 1941.
(Signed)

Two witnesses.
Acknowledged

Received for record December 31, 1941 and recorded in Volume 1188 of Mortgages, page 171.
CONSENT TO AMENDMENT OF INDENTURE OF
RESTRICTIONS DATED OCTOBER 9, 1941, AND
RECORDED IN VOLUME 1188 OF MORTGAGES,
PAGE 171, LUCAS COUNTY, OHIO, RECORDER'S
RECORDS, UPON EASTMORELAND, EASTMORELAND
FIRST EXTENSION, AND EASTMORELAND II,
ADDITIONS SITUATED IN OREGON TOWNSHIP,
LUCAS COUNTY, OHIO.

The undersigned, being the owner respectively of the lot,
lots or parts of lots set forth opposite their respective names, situated
in Eastmoreland, Eastmoreland First Extension, and Eastmoreland II,
Additions situated in Oregon Township, Lucas County, Ohio, in con-
sideration of the mutual advantages which will accrue in the enhance-
ment and desirability of lots in Eastmoreland, Eastmoreland First
Extension, and Eastmoreland II, Additions situated in Oregon Township,
Lucas County, Ohio do hereby consent to the following change in the
restrictions pertaining to the ground floor area and minimum height
elevation as provided for in paragraph I of the Indenture of Restrict-
ions, recorded in Volume 1188, page 171, Lucas County, Ohio Recorder's
Records.

In order to permit the construction of the so-called ranch-
type house, the minimum elevation may be reduced to sixteen (16) feet,
provided, however, that the ground floor area for said ranch-type home
shall not be less than nine hundred and fifty (950) square feet.

This amendment of restrictions shall be applicable only to
lots numbers 131 to 231 inclusive, and shall be binding upon each
and every person who now is or shall hereafter become the owner of
any interest in and to the lots situated in Eastmoreland, Eastmoreland
First Extension, and Eastmoreland II, Additions situated in Oregon
Township, Lucas County, Ohio, until June 30, 1975 or until any
extension thereof has been provided for in the Indenture of Restrictions
upon Eastmoreland, Eastmoreland First Extension, and Eastmoreland II, Additions situated in Oregon Township, Lucas County, Ohio.

The undersigned further covenant and mutually agree that the aforesaid amendment of restrictions shall be binding upon themselves, their heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, we, the undersigned, as owners of the lot, lots or part thereof indicated opposite our names hereinbelow, or as the owners of any interest therein by right of dower or otherwise, have hereunto subscribed our names and executed this Amendment to Indenture of Restrictions, this 1st day of June, 1952.

(Signed by numerous and sundry owners of various lots in said Addition.)

Received for record June 20, 1952 and recorded in Volume 1570 of Mortgages, pages 155 to 163 inclusive.