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.
AGREEMENT

WHEREAS, the parties to this agreement are the owners of record of the lots in ECHO PARK, an addition in WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO, designated after the signatures of the respective parties to this agreement; and

WHEREAS, the building restrictions heretofore existing upon said lots expired on October 1, 1945; and

WHEREAS, it is the desire of the parties hereto to adopt new restrictions on said lots in order to enhance the value and desirability of property in ECHO PARK and to afford the owners and purchasers thereof due and ample protection in the use and occupancy thereof for the purpose for which the same is designed;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is specifically agreed by and between the parties hereto, for the benefit of themselves and all subsequent owners of lots in ECHO PARK, and addition in Washington Township, Lucas County, Ohio, than the lots in said addition owned by the parties to this agreement are held and shall be hereafter conveyed subject to the following restrictions and conditions:

1. Only single family residences shall be built upon said lots and not more than one such residence shall be built, erected or maintained on any one lot.

2. No dwelling house, residence or other structure of any kind whatsoever shall be built, erected or maintained in front of, or beyond the front building line established by

...
the plat of said premises thereby meaning the main foundation wall of any such residence or dwelling; porches or verandas belonging to said residence or dwelling shall not extend beyond the front building line to a greater distance than 10 feet; no building shall be constructed closer than 5 feet to any side lot line, this line restriction shall not apply to a garage located on the rear 1/4 of a lot, except that on corner lots no structure shall be permitted nearer than 5 feet to the side street line.

3. No garage building shall be erected or maintained on any one lot larger than a two car garage.

4. No dwelling house or residence shall be built, erected or maintained on any lot costing less than $5000.00 exclusive of out buildings.

5. No fence shall be built, erected or maintained on said premises over 4 feet in height.

6. No noxious or offensive trade. No stable, cattle yard, hog pen etc. (Noxious, dangerous or offensive). Nothing may be done which may become an annoyance.

7. No basement or garage may be used as a residence, temporary or permanent. No temporary residence of any nature. No Trailers or tents.

8. No wines, liquors, beer or other intoxicating drinks shall be made or sold.

9. No outside toilet shall be erected or maintained on said premises.

10. No building or other structure shall be erected,
placed or altered on any building lot, except in accordance with plans and specifications, showing the nature, kind, shape, type and material of such structure, which shall have been approved by endorsement thereon, in writing by a majority of the ECHO PARK COMMITTEE or their authorized representatives, for conformity and harmony of external design with existing structures in the subdivision and as to location of the structure in conformity with these restrictions. If the aforesaid Committee, or their duly authorized representatives fail to approve or reject such design or location within 30 days after plans have been submitted to such Committee, or if no suit, to enjoin the erection of such structure, or the making of such alterations, has been commenced prior to the completion thereof, then and in that event the owner may proceed with the erection of the building provided it conforms to the other conditions stated in these restrictions.

12. The majority of the lot owners have selected 5 persons, to-wit: Fred Rohrs, Kelly Fudge, Kenneth Lowden, Raymond Lottridge and Mrs. Opal Hupenbecker, to constitute the Echo Park Committee, who shall act without compensation and serve until April 30, 1950. In event any member of the committee sells, otherwise disposes of or loses his ownership or interest in all lots or parts of lots in Echo Park he shall thereby automatically cease to be a member of the Committee. In the event a member of the Committee refuses or is unable to perform his duties as a member of the Committee, the then recogd owners of a majority of the lots, which are subject to the covenants herein set forth, may remove said person as a member of the Committee, and declare a vacancy on said
Committee. In the event of the death of any member of the Committee a vacancy shall exist on the Echo Park Committee and in any event on April 30, 1950, the record owners of a majority of the lots which are subject to the covenants herein set forth shall elect new member or members by majority vote. In case of any vacancy on the Echo Park Committee and until such time as a vacancy may be filled, the surviving member or members shall have authority to perform the duties of the Echo Park Committee.

13. Cancellation of any one restriction will leave others as are.

14. The aforesaid covenants and restrictions shall run with the land, and shall be binding on all parties hereto and each and every person who shall hereafter become the owner of any interest in any lot in said addition until June 1, 1996. These restrictions may then be extended.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

In witness whereof, the parties hereto have hereunto set their hands on the dates set opposite their respective names.
Signed June 11, 1946 and July 25, 1946 by various owners including
as to lot
Two witnesses.
Acknowledged June 11, 1946 and July 3 and 25, 1946, before a Notary Public, Lucas County, Ohio (seal).
Received for record June 20, 1946 and recorded in Volume 1302 of Mortgages, page 134 and another copy received for record July 31, 1946 and recorded in Volume 1307 of Mortgages, page 339.