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INDENTURE OF RESTRICTIONS UPON EUCLID PARK, AN ADDITION SITUATED IN OREGON TOWNSHIP, LUCAS COUNTY, OHIO.

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

WHEREAS, Euclid Park is an Addition situated in Oregon Township, Lucas County, Ohio, which has been subdivided and laid out into lots numbered 1 to 248, both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 40, at page 47, of the Plat Records in the office of the Recorder of Lucas County, Ohio, and

WHEREAS, the lots in said Addition are subject to certain conditions, covenants and restrictions as set forth in deed recorded in Volume 615 of Deeds, page 561, upon the records in the office of the Recorder of Lucas County, Ohio, which conditions, covenants and restrictions are still in force and will not expire until the year 1948, and

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

NOW, THEREFORE, in order to provide a uniform general plan affecting the ownership, disposition, improvement, development, use, occupancy and enjoyment of said Addition as an architecturally harmonious, artistic and desirable residential district, 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
Addition 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 Euclid Park, 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 part thereof owned by each of us in Euclid Park, 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 Addition, 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 enjoyment of any
interest in and to all lots or parts thereof in said Euclid Park
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 representatives,
successors and/or assigns for the period and to the extent and in
the manner following, to-wit:

(a) All lots in said Addition shall be known and described
as residential lots and used for residential purposes only, except
lots numbered 170-174 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 2 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 2 stories in height and no such dwelling shall be occupied by more than 1 family.

(c) No building shall be erected on any residential lot nearer than 30 feet to nor farther than 40 feet from the front property line, nor nearer than 5 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 3 feet from the side line of said lot. No building shall be erected on any corner lot nearer than 15 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 Addition 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 Euclid-Palmer 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 The Euclid-Palmer 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 Euclid Park, 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 Euclid Park as an architecturally harmonious, artistic and desirable residential Addition 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 Euclid-Palmer 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 Euclid-Palmer Company may deem to be to the interest and benefit of the owners of lots in Euclid Park 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 Euclid Park, nor shall anything be done thereon 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, pasted, posted or otherwise displayed on or about any lot without the written permission of the building committee and The Euclid-Palmer Company. Said Committee and the Euclid-Palmer 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 Euclid-Palmer Company or the committee hereinabove referred to.

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

(l) No dwelling costing less than $6,000.00, exclusive of
the cost of the land, shall be erected, moved or maintained upon any
residential lot in Euclid Park. No dwelling shall be erected, moved
or maintained upon any residential lot in Euclid Park 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 Euclid-Palmer 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)
(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 of said Euclid Park.

(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 Euclid Park 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.

(r) 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 assigns that the aforesaid covenants, provisions and restrictions constitute a general plan for the improvement, development, use, occupancy and enjoyment of Euclid Park as an integral part of the major plan of Euclid Park 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.

Attached hereto appears consent to said restrictions, signed

Received for record December 31, 1941 at 12:14 P.M., and recorded in Volume 1188 of Mortgages, page 136.