EVERGREEN PLACE

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DECLARATION OF RESTRICTIONS
UPON EVERGREEN PLACE, A
SUBDIVISION IN WASHINGTON
TOWNSHIP, LUCAS COUNTY, OHIO.

This indenture, made this 17th day of April, 1947, entered into by ERNEST MYERS, unmarried, as grantor, and grantees of property hereinafter described; and

WHEREAS, Evergreen Place is a subdivision in Washington Township, Lucas County, Ohio, which has been subdivided and laid out into lots which are numbered consecutively from number one (1) to sixty (60) both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 48 at pages 12 and 13 of the Plat Records of the Recorder of Lucas County, Ohio; and

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use, improvement and enjoyment of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants, together with all the persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in said EVERGREEN PLACE in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

NOW THEREFORE, in consideration of the mutual execution hereof, and the benefits accruing jointly and severally to 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 said
EVERGREEN PLACE, it is hereby agreed that the restrictions set forth hereinbelow shall be included in any and all instruments or conveyances affecting said premises, and it being hereby further agreed that said restrictions shall run with the land, and are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and to all lots or parts thereof in said EVERGREEN PLACE as a general plan, and shall be binding upon all owners of any interest in and to said property, their grantees, heirs, executors, administrators, successors and assigns, in the manner following to wit:

(a) All lots in said tract, numbered one (1) to sixty (60) both inclusive, shall be known and described as residential lots, except lot numbered one (1) which may be used for two-family house or duplex, and also excepting lot numbered two (2) which may be used for commercial building one or two family residence, or duplex, or semi-commercial building; and said residential lots shall be used for residence purposes only and no building or structure of any kind shall be erected or maintained on said lots other than single residences of one or two stories designed for use of one family only and private garages for the sole and private use of the owner of said premises. Not more than one such residence shall be built upon any one lot.

(b) There is designated upon the said lots shown upon the recorded plat of said EVERGREEN PLACE a building line, and no building, or any part thereof shall be erected or maintained closer to any street than the building line so marked and designated upon the recorded plat of said premises.

(c) No noxious or offensive trade shall be maintained, operated or conducted upon any lot in said EVERGREEN PLACE, nor
shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; and no residence, building, fence, wall, sign, or other structure shall be erected or maintained on said lots unless erected and maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall be submitted to the committee hereinafter referred to, and approved by them and the approval thereof endorsed thereon in writing by them.

(d) No basement, garage, nor any other structure other than as permitted hereinafore, 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 lot for any purpose whatsoever.

(e) There shall not be erected, permitted or maintained on said lot or lots, any stable, cattle yard, hog pen, fowl yard or house, excepting fowl yard and house as hereinafter designated and on lots specifically herein named and numbered, and no cesspool, privy vault or any other form of privy, nor any dangerous or offensive thing, whether of the character of those hereinbefore enumerated or not, be permitted or maintained thereon.

On the following lots, to wit: numbered twenty (20) to twenty-eight (28), fifty-three (53) to sixty (60), and twenty-nine (29) to thirty-two (32), all numbers inclusive; poultry may be raised for private use and consumption, and fowl house may be erected and yard maintained on the rear of the above numbered respective lots.

(f) A perpetual easement is reserved over the rear 5 feet of each lot, or wherever required, and as shown on said recorded plat, of the said premises herein, for use of utility installations,
including electric wiring, and maintenance thereof; and reservation, is hereby made for the laying of conduits for water, sewer, gas, and all other necessary service lines, and the maintenance of same.

(g) The minimum cost of any residence, or commercial building, of one or two story structure, in said EVERGREEN PLACE, shall be as follows:

On Lots numbered one (1) and two (2), both inclusive, Ten Thousand ($10,000.00) Dollars;
On Lots numbered three (3), four (4) and five (5), all numbers inclusive, Six Thousand ($6,000.00) Dollars;
On Lots numbered six (6) to twelve (12), all numbers inclusive, Ten Thousand ($10,000.00) Dollars;
On Lots numbered thirteen (13) to nineteen (19), all numbers inclusive, Five Thousand ($5,000.00) Dollars;
On Lots numbered twenty (20) to thirty-one (31), all numbers inclusive, Forty-five Hundred ($4,500.00) Dollars;
On Lots numbered thirty-two (32) to sixty (60), all numbers inclusive; Five Thousand ($5,000.00) Dollars.

(b) No wines, liquors, beer or other intoxicants shall be manufactured, stored, or sold on any lot in EVERGREEN PLACE.

(1) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, as purchasers of a lot or lots in said EVERGREEN PLACE,
and his or her successors, heirs, executors, administrators, or assigns, until January 1, 1972, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of said premises it is agreed to change same in whole or in part.

(k) The Committee hereinabove referred to shall consist of three members, namely: Ernest Myers, Gertrude M. Collins and George L. Bucklen; and no building, fence, wall or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type material, color scheme and location of such structure, which shall be submitted to said committee, and approval thereof endorsed thereon in writing.

In case a vacancy occurs in said Committee, then same is to be filled and the successor named by the one or two remaining members of same.

(l) All of the rights, powers, easements, estates, and liens, given to the said Ernest Myers hereby may be assigned and transferred to a corporation or association that will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions hereof.

Any such assignment or transfer shall be made by proper instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by
said Ernest Myers to the same extent as though named in the place and stead of Ernest Myers in this instrument, and the said Ernest Myers shall thereupon be released from all obligations and duties hereunder.

(m) If the parties hereto, or any of them, or their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in said 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 prevent him or them from so doing or to recover damages for such violation.

(n) If any of the covenants and restrictions hereinafore 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.

IN WITNESS WHEREOF, the said ERNEST MYERS heretounto set his hand this 17th day of April, 1947.

Ernest Myers.

Two witnesses.

Acknowledged April 17, 1947 before a Notary Public, Lucas County, Ohio, (seal).

Received for record April 18, 1947 and recorded in Volume 1338 of Mortgages, page 228.