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INDENTURE OF RESTRICTIONS UPON
FULLER'S FOREST GROVE ADDITION IN
WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

This indenture entered into by and between the parties hereto on the day and year hereinafter written; and

WHEREAS, Fuller's Forest Grove Addition is a subdivision in Washington Township, in Lucas County, Ohio, which has been subdivided and laid out into lots which are numbered consecutively from number 1 to 31 both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 89 at page 8 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, improvements and enjoyments of said land by all of the owners thereof, their vendees, grantees, devisees, tenants or occupants together with all persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots or part thereof located and situated in Fuller's Forest Grove Addition in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable residential district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.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 premises, and in consideration of the benefits accruing to the undersigned 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 Fuller's Forest Grove Addition, and to include all lots or any part thereof now owned and held by the undersigned, we hereby covenant and agree that all the lots or any part thereof owned by the undersigned in Fuller's Forest Grove Addition, a Subdivision in Washington Township, Lucas County, Ohio will henceforth be held, occupied and conveyed by us subject to certain restrictions set forth hereinafter, and the undersigned for itself and its successors and assigns specifically agree to include said restrictions in any and all instruments or conveyances affecting said premises, it being hereby covenanted that said restrictions shall run with the land, and that the following restrictions are hereby imposed upon the ownership, use improvement and enjoyment of any interest in and to all lots or parts thereof in said Fuller's Forest Grove Addition as a general plan, and shall be binding upon all owners of any interest in and to said property, their grantees, tenants, heirs, executors, administrators, legal representatives, successors and/or assigns in the manner following to wit:

(a) All lots in said tract shall be known and described as residential lots for single family occupancy. No structure shall be erected, altered, placed or permitted to remain on any lot other than herein described and shall not exceed two stories in height and a private garage for not more than two cars.

(b) No house shall be erected on any lot nearer than the distance shown on the recorded plat to the front lot line, nor nearer than 5 feet to any side lot line. Detached garages not in excess of two car capacity may be built not nearer than 3 feet to any side lot line.
(c) No manufacturing, trade or business enterprise shall be conducted upon any lot in said Fuller's Forest Grove Addition; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(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 any stable, catlleyard, hog pen, fowl house, or yard, cesspool privy vault or any form of privy; nor shall any live poultry, hogs, cattle or other live stock or noxious, dangerous or offensive thing, whether of the character of those herein before enumerated or not, be permitted or maintained thereon.

(f) A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

(g) On lots 1 to 31 inclusive, which may be used only for one family occupancy, the ground floor area thereof shall not be less than 988 square feet in the case of a one story or one and a half story structure, and not less than 570 square feet in the case of a two story structure.

No dwelling shall be built having a width of less than 26 feet exclusive of an attached garage.

(h) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot therein known and described as a residential lot.

(i) A chain link fence, not in excess of 42" in height may be built in the rear or side yards. No solid type fence or wood fence shall be permitted.

(j) These covenants are to run with the land and shall be binding upon and inure to the benefit of all lot owners and all persons claiming under them until 30 years after date hereof, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(k) No building or other structure shall be erected, moved or maintained on any lot unless erected, moved 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 in duplicate to undersigned owner and developer, or a committee selected by it, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said owner and developer, or its successors may at its option disapprove any plan which in their opinion may not blend with the houses either built or planned for the future in said Fuller's Forest Grove Addition by reason of architectural design, appearance, harmony, taste, type of material or esthetic appeal.
(1) If any lot owner 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 for such violation or both.

(m) 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.

IN WITNESS WHEREOF, the undersigned, as owner of all of the lots in Fuller's Forest Grove Addition, has hereunto subscribed its name and executed this Declaration of Restrictions this 11th day of March, 1961.

Hillway Development Co.

Paul J. Fuller, Pres.

Two witnesses.

Frederick R. Fuller, Asst. Secy.

Acknowledged March 11, 1961 by Hillway Development Co.

(an Ohio Corporation) by Paul J. Fuller, President and Frederick R. Fuller, Secretary, and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (Seal).

IN WITNESS WHEREOF, the undersigned as mortgagee of all of the lots in Fuller's Forest Grove Addition, under mortgage recorded in Volume 1997, Page 326 of Lucas County Mortgage Records, has hereunto subscribed its name and executed this Declaration of Restrictions, in order to join therein, this 11th day of March, 1961.

(Corporate Seal) First Federal Savings and Loan Association of Toledo

Robert D. Davidson, President

Two witnesses.

Florence J. Lupe, Secretary

Acknowledged March 11, 1961 by First Federal Savings and Loan Association of Toledo, a United States Corporation, by Robert D. Davidson, President and Florence J. Lupe, Secretary, and by authority of the Board of Directors before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 20, 1961 and recorded in Volume 2003 of Mortgages, page 503.