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INDENTURE OF RESTRICTIONS UPON
PLATS ONE AND TWO
FULLER'S MT. VERNON ADDITION IN ADAMS
TOWNSHIP, LUCAS COUNTY, OHIO.

This indenture entered into by and between the parties hereinafter mentioned and
WHEREAS, Fuller's Mt. Vernon Addition is a subdivision in
Adams Township in Lucas County, Ohio, which has been subdivided and
laid out into lots which are numbered consecutively from number 1 to
78 both inclusive, with certain streets and ways dedicated to public
use in accordance with the original plat thereof which is recorded in
Volume 58 at page 21 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 enjoyment 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 Plats One and Two in Fuller's Mt.
Vernon Addition 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continue to maintain and perpetuate the general plan as originally
made effective upon the platting of said subdivision.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 premises, and in
consideration of the benefits accruing to us jointly and severally
and in consideration of the mutual promises of the undersigned to
restrict all lots owned by each of us in said subdivision, 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 Plats One and Two in Fuller's Mt. Vernon
Addition, and to include all lots or any part 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 Plat
One and Two, Fuller's Mt. Vernon Addition, a Subdivision in Adams
Township, Lucas County, Ohio will henceforth be held, occupied and
conveyed by us subject to certain restrictions set forth hereinbelow,
and the undersigned for ourselves, our heirs, legal representatives,
successors and assigns 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, use, improvement and enjoyment
of any interest in and to all lots or parts thereof in said Plats
One and Two, Fuller's Mt. Vernon Addition as a general plan, and
shall be binding upon all owners of any interest in and to said
property, their grantees, 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 residential
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 residential lot nearer than 30 feet to the front lot line, nor nearer than 5 feet to any side lot line.

(c) No noxious or offensive trade shall be upon any lot in said Plat One and Two, Fuller's Mt. Vernon 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 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 lot for any purpose whatsoever.

(e) There shall not be erected, permitted or maintained on said lot any stable, cattle yard, 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 78 inclusive, which may be used for one family occupancy, the ground floor area thereof shall not be less than 1000 square feet in the case of a one story or one and a half story structure, and not less than 370 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) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 27, 1989, 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.

(j) 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 Paul J. Fuller, Toledo, Ohio, or a committee selected by him, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Paul J. Fuller, or his successors may at their option disapprove any plan which in their opinion may not blend with the houses either built or planned for the future in said Plats One and Two, Fuller's Mt. Vernon Addition by reason of architectural design, appearance, harmony, color, taste, type of material or aesthetic appeal.

(k) 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 violations.

(1) 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, we the undersigned, as owners of all of
the lots in Plats One and Two, Fuller's Mt. Vernon Addition, have
hereunto subscribed our names and executed this Declaration of
Restrictions this 27th day of July, 1959.

THE TITLE GUARANTEE AND TRUST COMPANY,
TRUSTEE.

C. H. Barsch, Vice-President
Victor C. Turf, Asst. Secretary

Two witnesses.

Acknowledged July 27, 1959 by said Corporation, by said
Officers, before a Notary Public, Lucas County, Ohio (seal).

Received for record September 24, 1959 and recorded in
Volume 1946 of Mortgages, page 612.