FULLER'S SPRINGTIME ADDITION
PLATS 1-2-3-4

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INDERATURE OF RESTRICTIONS UPON
FULLER'S SPRINGTIME ADDITION
PLATS I, II, III, AND IV IN
THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

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

WHEREAS, Fuller's Springtime Addition is a subdivision in the City of Toledo, Lucas County, Ohio, which has been subdivided and laid out into lots which are numbered consecutively from Number 1 to 119 both inclusive, with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 31 at Pages 25 & 26 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 persons who shall hereafter become purchasers, owners, tenants or occupants of any lot, lots, or part thereof located and situated in Fuller's Springtime 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harmonious, artistic and desirable district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.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 Fuller's Springtime Addition and to exclude 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 Fuller's Springtime Addition, a subdivision in the City of Toledo, 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 Fuller's Springtime 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 except lots numbered 1 to 13 both inclusive which will be known and described as residential lots for either one or two 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 building 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. No structure shall be permitted nearer than 25 feet to the side street line.

(c) No noxious or offensive trade shall be upon any lot in said Fuller's Springtime 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 hereinafter, 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 hereinbefore enumerated or not, be permitted or maintained thereon.

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

(g) On lots 1 to 13 inclusive, which may be used for either a one or a two-family dwelling, the ground floor area thereof shall be not less than 850 square feet in the case of a one story or one and a half story structure and not less than 600 square feet in the case of a two story structure.

On lots 14 to 119 inclusive, which may be used for one family occupancy, the ground floor area thereof shall not be less than 900 square feet in the case of a one story or one and a half story structure and not less than 600 square feet in the case of a two story structure.

No dwelling shall be built having a width of less than 25 feet exclusive of an attached garage.

No detached garage shall be built nearer than 25 feet from the rear of the house.

(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) Said premises shall be occupied by Caucasian persons exclusively, except that this covenant and restriction shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(j) All homes built shall be required to have an approved disposal unit or an automatic incinerator so that Fuller's Springtime Addition will be known as a "community without a garbage can."

(k) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1983, 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.
(1) No building or other structures 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 be selected as herein provided and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

The committee referred to in the preceding paragraph shall consist of three members who shall each be the owner, in fee simple, of property in said subdivision, shall serve without compensation and the term of the members of such committee shall be at the sufferance of the authority by which they are selected. The members of such committee shall be selected by owners of a majority of the lots in said subdivision and vacancies occurring in the personnel of said committee shall be filled by the selection of new members to serve on said committee by a majority of the owners of lots in said subdivision.

(m) 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.

(n) If any of the covenants or 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, we the undersigned, as owners of the lots indicated opposite our names hereinbelow, have hereunto subscribed our names and executed this Declaration of Restrictions this 29th day of JUNE, 1953.

Signed and acknowledged in the presence of:

__________________________
GUY B ROBERTS

__________________________
MRS. G. T. STEINHOUR

__________________________
By PAUL J. FULLER
President

__________________________
By A. E. BRADY
Asst. Secretary

STATE OF OHIO)
LUCAS COUNTY ) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Paul J. Fuller, President, and A. E. Brady, Asst. Secretary, of the Castleton Corporation, an Ohio Corporation, the Grantor in the foregoing Declaration of Trust, who being duly authorized in that behalf, acknowledged that they did sign the foregoing instrument on behalf of said corporation; that the same is the free act and deed of said corporation and the free act and deed of each of them personally as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of JUNE, 1953.

__________________________
Guy B. Roberts
Notary Public (Seal)

Received for Record July 2nd, 1953 at 11:30 A.M. and recorded in Volume 1627 of Mortgages, page 133.
AMENDMENT TO INDENTURE OF RESTRICTIONS
UPON FULLER'S SPRINGTIME ADDITION PLATS II,
III AND IV IN THE CITY OF TOLEDO, LUCAS
COUNTY, OHIO,

WHEREAS, a certain Indenture of Restrictions for Fuller's
Springtime Addition, Plats II, III and IV, in the City of Toledo,
Lucas County, Ohio, dated the 29th day of June, 1953, was filed for
record by Castleton Corporation as owner and was recorded in Volume 1627,
page 193, of Mortgage Records of Lucas County, Ohio,

AND, WHEREAS, said Castleton Corporation and other lot owners
desire to amend said Indenture of Restrictions by deleting therefrom
an unconstitutional clause.

NOW, THEREFORE, in consideration of the premises, said
Indenture of Restrictions dated June 29th 1953, is hereby amended in
the following respects, to-wit:

Paragraph (i) of said Indenture of Restrictions shall
be stricken out and deleted from said restrictions.

IN WITNESS WHEREOF, the undersigned, being the owners of all
the lots in said Fuller's Springtime Addition, Plats II, III and IV,
in the City of Toledo, Lucas County, Ohio, have hereunto set their
hands to this Amendment of said restrictions this 6th day of August,
1954.

Signed by Castleton Corporation, by Paul J. Fuller, President,
as owner of the premises in question, and other property, and other
owners of other lots.

Received for record August 10th 1954 at 10:53 A.M., and
recorded in Volume 1682 of Mortgages, page 363.