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DECLARATION OF RESTRICTIONS
FOR
CLADLAND,
A SUBDIVISION IN THE CITY OF OREGON,
LUCAS COUNTY, OHIO

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
being the present owners of each and every of the lots in the sub-
division of the City of Oregon, Lucas County, Ohio, known as
Cladland, the plat of which is recorded in Volume 60, Page 3, of
the Records of Plats, Lucas County, Ohio; for the benefit and
protection of ourselves and each of the future owners of each of
the lots of said addition except lots numbers one (1) and three (3),
and in order that there may be established a general plan of re-
strictions covering the use and occupancy of each of said lots except
lots numbers one (1) and three (3), do hereby declare that each and
every of said lots except lots numbers one (1) and three (3) herein-
after sold, conveyed or transferred, including transfers by operation
of law, shall be deemed to be sold, conveyed and/or transferred
subject to the following covenants, conditions, agreements, and
restrictions, to-wit:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area
covenants in Part C in their entirety shall apply to all
of the lots in the entire subdivision, except lots numbers
one (1) and three (3).

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except
for residential purposes. No building shall be erected,
altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars, or one single-family dwelling not to exceed two stories in height with private garage attached for not more than two cars.

G-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No fence or wall shall exceed four (4) feet in height unless said fence or wall is constructed for the express purpose of surrounding a swimming pool for safety and such fence surrounding such swimming pool shall not be higher than the prescribed height as may be established by the proper governmental authorities. Approval shall be as provided in Part D.

G-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Twenty Thousand Dollars ($20,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially
the same or better than that which can be produced on the
date these covenants are recorded at the minimum cost
stated herein for the minimum permitted dwelling size.
The ground floor area of the main structure, exclusive
of one-story open porches and garages, shall be not less
than one thousand (1000) square feet.

G-4. BUILDING LOCATION. No building shall be located on any
lot nearer to the front lot line or nearer to the side
street line than the minimum building setback lines shown
on the recorded plat. In any event no building shall be
located on any lot nearer than thirty-five (35) feet to
the front lot line, or nearer than twenty-five (25) feet
to any side street line. No building shall be located
nearer to an interior lot line than may be from time to
time fixed by the local governmental agency granting
building permits or fixing zoning regulations. No
dwelling shall be located on any interior lot nearer than
thirty-five (35) feet to the rear lot line. For the purposes
of this covenant, eaves, steps, and open porches shall not
be considered as a part of a building, provided, however,
that this shall not be constructed to permit any portion
of a building on a lot to encroach upon another lot.

G-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed
on any lot having a width of less than seventy (70) feet,
except lots numbers five (5), thirteen (13), twenty-one (21),
twenty-eight (28), and thirty-two (32), at the minimum
building setback line nor shall any dwelling be erected
or placed on any lot having an area of less than eight
thousand six hundred (8600) square feet.
C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. LIVESTOCK AND Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

C-10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11. BRICK VENNER. Each residential dwelling in the subdivision shall be brick or brick veneer except that aluminum and frame trim and aluminum and frame portions of dormers and other elevations above the first floor shall be permitted with express written approval of the architectural control committee obtained in advance of such construction.
PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of Milla Nightingale, Samuel Nightingale, James E. Nightingale, Homer S. Nightingale, and Mona Jane Milne, all of 525 South Wheeling Street, Oregon, Ohio. A majority of the committee may designate a representative to act for it and such designation shall be in writing and recorded in the absence of such designation the signature of at least four (4) members of the committee shall be required for approval. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date
these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we the undersigned, as owners of the lot, lots, or part thereof indicated opposite our names hereinbelow, or as the owners of any interest therein by right of dower or otherwise, have hereunto subscribed our names and executed this Declaration of Restrictions this 23d day of August, Nineteen Hundred and Sixty-two.

Signed by Ella Nightingale and Samuel Nightingale in the presence of two witnesses.

Acknowledged August 23, 1962 by "Ella Nightingale and Samuel Nightingale, husband and wife, who acknowledged that they did sign said instrument as members of the Architectural Control Committee, and that said instrument is the voluntary act and deed of the said Ella Nightingale and Samuel Nightingale for the uses and purposes therein expressed," before a Notary Public, State of Ohio (seal).

Received for record August 27, 1962 and recorded in Volume 2054 of Mortgages, page 94.
AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
GLADLAND
A SUBDIVISION IN THE CITY OF OREGON
LUCAS COUNTY, OHIO

In connection with declaration of restrictions previously executed and filed in Volume 2054, Page 94, relative to lots in Gladland Subdivision, City of Oregon, Lucas County, Ohio (Record of Plats, Volume 60, Page 3) it has been noted that in "Part C" paragraph "C-4" there is a discrepancy between the building setback line specified in the second sentence of paragraph "C-4" and the building setback line shown on the plat; therefore the second sentence of paragraph "C-4" which formerly read as follows

"In any event no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line."

is hereby amended, corrected, deleted and stricken as if the same had never appeared in the original declaration and there is substituted in its place the following paragraph to be taken as if originally inserted in said paragraph the following:

"In any event no building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than twenty-five (25) feet to any side street line except that the building setback line on lots facing wheelsing Street shall be forty (40) feet as shown on the Plat."

It is also agreed by undersigned that if any other portions of the original declaration are not in conformity with this amendment that this amendment shall govern as to all matters respecting building locations relative to front lot lines.

In all other respects the original declaration is hereby confirmed and affirmed.

IN WITNESS WHEREOF, we the undersigned, as owners of lots in Gladland Subdivision or as the owners of any interest therein by
right of dower or otherwise, have hereunto subscribed our names and
executed this Amendment to Declaration of Restrictions, this 9th day
of December, 1963.

Signed:  Owner
         NIGHTINGALE INVESTMENT AND REALTY
         COMPANY
         By James E. Nightingale, Pres.

         Samuel Nightingale
         Ella Nightingale

         Lawrence LaPorte
         Violet LaPorte

         Joseph Bode
         Betty Bode

         William A. Smith
         Helen I. Smith

Two witnesses.
Duly acknowledged by the above signators.
Received for record December 23, 1963 and recorded in
Volume 2100 of Mortgages, page 709.