This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
INDENTURE OF RESTRICTIONS
AND RESERVATIONS RELATING TO
MANITOU GROUNDS, MAUMEE, OHIO

KNOW ALL MEN BY THESE PRESENTS:

That this indenture is entered into by and between the respective parties hereto on the day and year hereafter written; and,

WHEREAS, said property has been platted for several years and has been developed as a first class residential district, the plat of said premises being recorded in Volume 30, pages 7 and 8, and the Amended Plat in Volume 34, page 38, Lucas County Records of Plats, and,

WHEREAS, all of the lots in said Manitou Grounds except Lot Number 15 are all subject to a certain "Declaration of Restrictions and Reservations", recorded in Volume 464 of Deeds, Pages 543 to 549 Records of the Recorder of Lucas County, Ohio, which said restrictions expire, unless extended, on the first day of January, 1952, and,

WHEREAS, it is the desire of the undersigned owners of lots or parts of lots in said Manitou Grounds to revise and/or modify and extend said existing restrictions and/or to restrict or re-restrict all of said lots in said Manitou Grounds and to provide and/or continue restrictions which will be suitable and desirable for the use and occupancy of the lots in said Addition, which will expire at a uniform date and which will operate to the use and benefit of the owners of all lots and/or their successors or assigns.

NOW, THEREFORE, in order to provide for and/or continue a uniform and general plan for the improvement, development, use, occupancy and enjoyment of said lots in Manitou Grounds as an architecturally harmonious, artistic and desirable residential district, the restrictions hereinafter contained are adopted pursuant to said general plan for the better and uniform improvement and development of Manitou Grounds, and for the benefit and protection of the under-
signed owners of lots and/or parts of lots therein, and of all persons who may hereafter become the owners of the same.

We, the owners of lots and/or parts of lots in Manitou Grounds, individually, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives and/or assigns, for the purposes aforesaid and for the regulation and protection of each and every person, his heirs, executors, administrators, legal representatives and/or assigns, who is now, or who shall in the future be the owner, occupant, tenant, or own or acquire any interest in and to any lot or lots, or parts thereof, now owned by us, in the improvement, development, use, occupancy and enjoyment of said Addition known as Manitou Grounds, an Addition in the City of Maumee, Lucas County, Ohio, by the execution and recording of this indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of the property in said Addition owned by the undersigned, for the period and to the extent, and in the manner following, to-wit:

I

BUILDINGS

(a) Property in Manitou Grounds within a distance of 575 feet from the south-easterly line of Broadway shall be used for private residences only, and no other buildings shall be erected or maintained thereon except private dwelling houses, each for occupancy by one family only. Not more than one such dwelling house shall be built upon any one lot. Private garages for the sole use of the owners or the occupants of the dwelling house located upon the lot or plot upon which the garage is erected may likewise be built and maintained.

(b) No building or other structure shall be erected on any of the lots covered by these restrictions until the plans and specifica-
tions of the same have been filed with the Committee to approve plans and specifications, hereinafter provided for, and the approval of a majority of said Committee, in writing, has been secured.

II

SET BACKS AND FREE SPACE

(a) A building limit line is hereby established and fixed, the same being as hereinafter indicated, and no building shall be erected upon any Lot nearer the street line than said building limit line, such building limit line being as follows:

Lots 25, 30 to 33 both inclusive, 41 to 45 both inclusive, 30 feet southeasterly of the south-easterly line of Broadway.

Lots 33 to 40, both inclusive, and Lot 42, 25 feet distant from the line of Manitou Drive upon which said lots abut, and 25 feet from the line of any street or drive other than Broadway upon which said lots abut.

Lot 41, 15 feet distant from the line of Manitou Drive upon which said lot abuts, and 15 feet from the line of any street or drive other than Broadway, upon which said lot abuts.

Lots 18 to 24 both inclusive, 25 feet distant from the line of River View Drive, Manitou Drive and Valley Drive upon which said lots respectively abut, and 25 feet distant from the line of any street or drive upon which said lots abut.

Lots 1 to 6 both inclusive, 40 feet distant from the line of Valley Drive upon which said lots abut, and 25 feet distant from the line of any street or drive except Broadway upon which said lots abut.

Lots 8 to 13 both inclusive, 30 feet distant from the line of River View Drive upon which said lots abut, and 30 feet from the line of any street or drive, except passage way between lots Number 13 and 14 upon which said lots abut.
Lot 14 a line running parallel with Broadway and 400 feet south-easterly of the south-easterly line of Broadway.

Lot 16 a line running parallel with Broadway and 375 feet south-easterly of the south-easterly line of Broadway.

Lot 17 a line running parallel with Broadway and 350 feet south-easterly of the south-easterly line of Broadway.

Lot 25, 40 feet distant from the line of Valley Drive upon which said lot abuts.

Lot 26 a line which at the line between Lots Numbers 25 and 26 is 40 feet distant from and at the line between lots Numbers 26 and 27 is 30 feet distant from the line of Valley Drive upon which said lot abuts, such building limit line to follow the curve of the street with such variation as may be necessary to reduce the distance from 40 to 30 feet as aforesaid.

Lot 27 a line which at the line between Lots Numbers 26 and 27 is 30 feet distant from, and which at the line between Lots Numbers 27 and 28 is 25 feet distant from the line of Valley Drive upon which said lot abuts, such building limit line to follow the course of the street with such variation as may be necessary to reduce the distance from 30 to 25 feet.

Lots 28 and 29, 25 feet distant from the line of Valley Drive upon which said lots abut.

Lot 30 a line which at the line between Lots Numbers 29 and 30 is 25 feet distant from the line of Valley Drive, or any other street or drive upon which that part of said Lot 30 abuts, and at a point 30 feet south-easterly from the south-easterly line of Broadway is 30 feet distant from the line of Manitou Drive, being the drive or street between Lots Numbers 30 and 33 such building limit line to follow the curve of the street or drive with such variation as may be necessary to increase the distance from 25 to 30 feet.
(b) The dwelling house including garage to be erected and maintained upon each of Lots Numbers 14, 16 and 17 shall be situate within a distance of 450 feet from the south-easterly line of Broadway, and the dwelling house including garage to be erected and maintained upon each of Lots Numbers 7 to 13, both inclusive, shall be situate within such distance of Broadway as may be specified in the deed for said respective lot or plot.

And no part of the dwelling house which may be erected upon any of said Lots Numbers 14, 16 and 17, including garage, porches, bay windows, cornices, platforms or steps, shall extend beyond such front or rear lines or the side lines as heretofore or hereinafter fixed, except platforms and steps, the floors of which are not higher than the level of the first floor of the dwelling house with proper railing or other construction not to exceed 3 feet in height from such platform, may extend from such front or rear lines for a distance not to exceed 12 feet and such part of the same as may be beyond the 450 feet line may extend to the side lines of the lot. The dwelling house, garage, open or enclosed porches, bay windows, cornices, platforms and steps shall all be measured and considered for the purposes hereof as being the dwelling house.

As to all lots in said Manitou Grounds other than Lots Numbers 14, 16 and 17, enclosed and unenclosed porches, steps and terraces, the floors of which are not higher than the level of the first floor of the building may encroach over the lines as provided in a and b of this number and which may be fixed in the deeds as provided herein for a distance not to exceed 10 feet. Bay, bow or oriel windows not more than 15 feet in height may encroach over such lines by projecting not more than 3 feet; but the total horizontal areas of the last named encroachments on any one front or rear line shall not
exceed 30 square feet. Porches without roofs, steps, terraces and other structures, no part of which is more than 3 feet above the level of the lot upon which it is erected, may be permitted beyond said building line.

(c) No part of such dwelling house or garage, including porches, bay windows, cornices, platforms and steps, shall be erected or maintained upon Lots Numbers 8 to 13 both inclusive, and Lots Numbers 16 and 17 nearer than 16 feet to either of the side lines of any of the said lots, except that dwelling upon Lot Number 17 may be as near the north-easterly side line of said lot as owner may desire, and a garage upon Lot Number 17 may be located as heretofore indicated, and no structure or part of such structure, or thing whatever, shall be built, erected or maintained except fences, drive-ways and walks upon that part of any of said lots between the street line and the line 450 feet from the south-easterly line of Broadway which is nearer than 16 feet to either of the side lines of any of the said lots.

(d) No building or any part thereof shall be erected or maintained upon the other lots in Manitou Grounds nearer than 3 feet of the rear line of said lot nor nearer than 12 feet to the side lines of said lots respectively, excepting that garages may be built nearer the side lines than above mentioned when consented to in writing.

Provided however, that in this Number II where reference is made to the side lines of Lots it shall not, in case a single owner improve more than one lot by erecting a dwelling house on such plot, be construed as to that property and to property adjacent thereto to mean the side lines of the lot as shown by the plat, but shall be construed to mean the side lines of the plot as improved.
III
NUISANCES

No building or other structure shall be erected, constructed, used, operated, or maintained on said premises, or any part thereof, for any unlawful purpose, or so as to create any nuisance or impair or diminish the value of any lot or part of lot owned by the undersigned in said Addition.

IV
DURATIONS OF RESTRICTIONS

The covenants, conditions, restrictions, and reservations herein contained shall run with the land and shall be operative and binding on the undersigned owners of lots or part of lots in said Addition, their heirs, administrators, successors, executors, and assigns from January 1" 1952, until January 1" 1972, at which time said covenants, conditions, restrictions, and/or reservations herein contained or any portion thereof, may be extended for a further 20 year period and for successive 20 year periods thereafter on the written approval or agreement of the owners of a majority of said lots.

V
SUBSEQUENT SALES

It is agreed between the parties hereto that any sale, or agreement of sale and/or any conveyance of any of the premises in said Manitou Grounds covered by these restrictions, shall be made subject to, and such instrument of sale, or agreement of sale, or conveyance, shall contain a reference to these restrictions not only in words, but the same shall be referred to by the volume and page in which this Indenture of Restrictions is recorded.

VI
SEVERABILITY

If any of the covenants or restrictions or conditions or reservations 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.

VII
COMMITTEE TO APPROVE PLANS

The owners of lots and/or parts of lots in said Manitou Grounds shall meet and/or designate in writing by a majority of the lots in said Addition, five persons, each of whom must own a lot or part of a lot in said Addition, who shall act as a Committee to approve plans and specifications for all buildings to be erected or constructed in said Manitou Grounds.

Upon the resignation or death of any member of such Committee, his successor shall be elected in like manner, and such Committee shall serve for a period of 5 years and/or until their successors are duly designated and qualified. All plans for the construction of any building upon any of the lots in said Manitou Grounds must be submitted to the Committee for their approval and until the Committee's approval in writing is obtained, such building may not be erected on any of the lots in said Manitou Grounds.

IN WITNESS WHEREOF, we the undersigned, as owners of the lot, lots or parts of lots indicated opposite our names hereinafter subscribed, or as the owners of any interest in any of such lots by right of dower, or otherwise, do hereunto subscribe our names and execute this Declaration of Indenture of Restrictions on Lots in Manitou Grounds, an Addition in the City of Maumee, Lucas County, Ohio, as of the respective dates on which this instrument was signed and acknowledged by the lot owners, as hereinafter specifically set forth.

Signed by Charles A. Pierson and Josephine F. Pierson as owners of Lot 19, other owners, other lots.

Received for record January 2d 1952 and recorded in Volume 1545 of Mortgages, page 397.
By separate instrument dated April 26th 1951, received for record January 2nd 1952 and recorded in Volume 1545 of Mortgages, page 405, Josephine P. Pierson and Charles A. Pierson, et al, designated Fritz T. Lehman, H. Evan Schlichter, Charles C. Bigelow, Jay L. Canfield and Joseph S. Hurley, each of whom is owner of a lot or a part of a lot in said Addition, to serve as a Committee for the approval of plans, pursuant to said restrictions for a period of 5 years from January 1st 1952 and/or until their successors are duly designated and qualified.

By Instrument dated August 22nd 1971, received for record September 7th 1971 and recorded in Volume 2374 of Mortgages, page 295, Josephine P. Pierson and Charles A. Pierson as owners of the premises in question, et al, agreed to the renewal of restrictions recorded in Volume 1545 of Mortgages, page 397, for an additional period of ten years from January 1st 1972.
AGREEMENT TO RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the lots or parts of the lots set opposite its name below, and located in Manitou Grounds, Maumee, Ohio,

WHEREAS, said undersigned owned said lots or parts of lots on the 26th day of April, 1951, and from said date to date hereof, and

WHEREAS, said undersigned desires to agree to and bind its lots under a certain indenture of restrictions and reservations relating to Manitou Grounds, Maumee, Ohio, dated April 26, 1951 and recorded in Volume 1545 of Mortgages, page 397.

NOW, THEREFORE, in witness of its intention and agreement to bind its interest in the aforesaid lots under and pursuant to all the terms and conditions of said above described indenture of restrictions and reservations relating to Manitou Grounds, Maumee, Ohio, said corporation has caused its corporate name to be affixed by its duly authorized President and Secretary this 18th day of September, 1953.

Lots Numbers 30, 33, 34, 35, 45 France Stone Products, Inc.

By G. A. France, President

By C. F. Martig

Two witnesses.

Acknowledged September 18, 1953 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record September 24, 1953 and recorded in Volume 1639 of Mortgages, page 97.