MELLWOOD

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INDENTURE OF RESTRICTIONS UPON EXTENSION OF MELLWOOD,
AN ADDITION 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, Extension of Mellwood is an addition in the City of Toledo, Lucas County, Ohio, which has been subdivided and laid out into lots which are numbered consecutively from Number 73 to Number 94 both inclusive with certain streets and ways dedicated to public use in accordance with the original plat thereof which is recorded in Volume 25 at Page 37 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 Extension of Mellwood in order to perpetuate said addition as an architecturally harmonious, artistic and desirable district, and to continue, maintain and perpetuate the general plan as originally made effective upon the platting of said addition.

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 addition, 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 Extension of Mellwood 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 Extension of Mellwood, an Addition 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 hereby 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 Extension of Mellwood 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 addition shall be known and described as "residential lots" and shall be used for residential purposes only. No structure shall be erected on any residential lot other than one detached dwelling not to exceed two stories in height, and not to be occupied by more than two families, and a one, two or three car garage.

(b) No residential lot or lots shall be resubdivided into building sites, nor shall any building be erected on any residential lot having an area or street frontage of less than that shown on the original recorded plat.

(c) 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 to a committee to be selected as herein provided and such approval thereof shall be endorsed upon said plans and specifications in writing.

The committee referred to in the preceding paragraph shall consist of five members who shall each be the owner, in fee simple, of property in said addition, 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 said committee shall be selected by the owners of a majority of the lots in said addition 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 Addition.

In requiring the submission of plans and specifications as herein set forth we, the undersigned, have in mind the development of Extension of Mellwood, as an architecturally harmonious, artistic and desirable residential addition, and in approving or withholding its approval of any plans and specifications so submitted, said committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot upon which it is proposed to be erected or made, and such other matters and considerations as said committee may deem to be to the interest and benefit of the owners of lots in Extension of Mellwood, as a whole with reference to said plan of development; and any determination made by said committee in good faith shall be binding upon all parties in interest.

(d) No basement, garage nor any 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 yard or house, 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) No signs of any character shall be erected, pasted, posted or otherwise displayed on or about any lot, without the written permission of said committee, who shall have the right in its discretion to prohibit, restrict and control the size, construction, material, location and height of all such signs.

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

(h) No dwelling costing less than $5,500.00 net, exclusive of financing costs, shall be permitted on any lot in Extension of Mellwood, and the ground floor area thereof shall not be less than 700 square feet in the case of a one story structure nor less than 500 square feet in the case of a one and one-half or two story structure.

(i) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot herein.

(j) 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.

(k) The covenants and restrictions hereinabove shall run with the land and shall be binding on each and every person who shall hereafter become the owner of any interest in and to the within described
property or any part thereof until June 30" 1975, at which time said covenants and restrictions herein contained or any portion thereof may be extended for a further ten year period and for successive ten year periods thereafter on the written approval or agreement of the owners of 2/3 of the lots in said Extension of Mollwood.

(1) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lots in said Extension of Mollwood may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing and to recover damages or other dues for such violations.

(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, we the undersigned, as owners of the lot, lots or part thereof indicated opposite our names hereinbelow, or as the owners of an interest therein by right of dower or otherwise, have hereunto subscribed our names and executed the Declaration of Restrictions this 22nd day of April, 1941.

Signed by Sarah E. Whyte, as owner of lot 82 (other owners, other lots).

Acknowledged April 23" 1941 by Sarah H. Whyte (and other lot owners), before a Notary Public, Lucas County, Ohio, (Seal).

Received for record April 23" 1941 at 4:20 P.M., and recorded in Volume 1170 of Mortgages, page 233.