NEUDIMFUL PLACE

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INDENTURE OF RESTRICTIONS
UPON NEUDIMFUL PLACE, A
SUBDIVISION IN WASHINGTON
TWP., LUCAS COUNTY, OHIO.

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

WHEREAS, Neudimful Place is a Subdivision in Washington
Township, Lucas County, Ohio, which has been subdivided and laid
out into lots which are numbered consecutively from Number 1 to
20 both inclusive and lettered consecutively A, B and C with
certain streets and ways dedicated to public use in accordance
with the original plat thereof which is recorded in Volume 46 at
pages 37-38 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 Neudimful Place 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perpetuate the general plan as originally made effective upon the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 Neudimful Place 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 Neudimful Place, a Subdivision in Washington 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 Neudimful Place 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 except lots numbered 14, 15 and 16 which may be used for commercial purposes, which structures must be constructed of brick, or other fireproof materials. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than 2 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 10 feet to the side street line.

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

(d) No noxious or offensive trade shall be upon any lot in said Neudimful Place, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) 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.

(f) 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.

(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 $4,000.00 shall be permitted on any lot in Neudimful Place, and the ground floor area thereof shall be not 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, and no building shall have a width of less than 28 feet exclusive of an attached garage, or more than 45 feet.

(i) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot herein known and described as either a residential or commercial lot.

(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 October 15, 1976, at which time said covenants and restrictions herein contained or any portion thereof may be extended for a further 10 year period and for successive 10 year periods thereafter on the written approval or agreement of the owners of two-thirds of the lots in Neudimful Place.
(1) 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 the Fuller Realty Company, 1825 Sylvania Avenue, Toledo, Ohio, or a committee to be selected as herein provided and such approval thereof shall be indorsed upon said plans and specifications in writing.

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 the 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) Until such time as a sanitary sewer system shall have been constructed to serve Neudimful Place a sewerage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first been passed through an absorption field approved by the Health Authority.

(n) Any violation or attempt to violate any of the covenants or restrictions while the same are in force shall be unlawful. Any other person or persons owning any lots in said Neudimful Place may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing and to recover damages or other dues for such violation.
(c) 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 lots indicated opposite our names hereinbelow, have hereunto subscribed our names and executed this Declaration of Restrictions this 15th day of October, 1941.

Chas. L. Dimer Owners of Lots number 1 to 20
Edward J. Neumann both inclusive and A, B, and C.

Received for record October 24, 1941 at 2:30 P.M., and recorded in Volume 1183 of Mortgages, page 241.

NOTE: The above Indenture of Restrictions affects Lots 12, 13, 14, 15, 16, 17, the West 35.93 feet of Lot 18 and the West 21.98 feet of Lot 11 all in Ann Acres, Plat Two.