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.
-- DECLARATION OF RESTRICTIONS --

Know All Men By These Presents, That:

Whereas, Palma Orchards and Palma Orchard Extension is a Subdivision in Adams Township, Lucas County, Ohio, which has been laid out into lots which are numbered from lot number 1 to lot number 300 both inclusive, with certain streets and ways dedicated to public use and certain public utility service in accordance with the original plat thereof, which is recorded in Vol. 40 of Plats, page 11 of the Plat Records in the Office of the Recorder of Lucas County, Ohio.

Whereas, The Palma Orchards Company, a corporation duly organized and existing under and by virtue of laws of the State of Ohio, is the owner in fee simple of the premises hereinafter more fully described, subject to a certain mortgage in favor of Carleton P. Palmer, recorded in Volume 670 of Mortgages, page 511 of the Mortgage Records of Lucas County, Ohio, and thereafter assigned on January 29th 1940 to Gertrude Frost, now the owner and holder thereof.

Now, said The Palma Orchards Company, upon mutual considerations exchanged and in further consideration of an extension agreement entered into by the parties of even date, said The Palma Orchards Company for the mutual benefit and protection of the said undersigned and of each and every person who shall hereafter become the owner of any interest in and to the hereinafter described property, or any part thereof, the following restrictions are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and to the herein described property and shall be binding upon all owners of any interest in and to the herein described property, their grantees, heirs, executors, administrators, successors and assigns, in the manner following, to-wit:

(a) All lots in said Subdivision shall be known and described as residential lots and shall be used for residence purposes only, except lots numbers 1, 2, 3, 104, 105, 106, 107, 108, 169, 170, 171, 172, 173, 174, 175 which are designated for commercial purposes. The following
residential lots will be resubdivided as follows:

(b) Here follows a resubdivision of certain lots other than the real estate in question.

(c) No structure shall be erected, altered or placed 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.

(d) No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line; except that on all building plots abutting on Dorr Street and Nebraska Avenue, no building shall be located nearer than 10 feet to the front lot line nor nearer than 5 feet to any side street line. No building, except a garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

(e) No noxious or offensive trade shall be carried on upon any lot in said Palma Orchards Addition and Palma Orchard Extension, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No basement, garage, trailer, tent, shack, garage, barn or other outbuilding erected on the above mentioned lots shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

(h) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet nor a width of less than 42 feet at the front building set back line, except that a residence may be erected or placed on lots Nos. 15, 16, 32, 33, 61, 62, 64, 65, 66, 68, 69, 91, 115, 116, 122, 131, 134, 136, 159, 169, 191, 193, 199, 206, 207, 208, 210, 214, 224, 226, 227, 232, 233, 256, 269, 270 as shown on the recorded plat and also excepting lots Nos. 182 to 187.
which lots shall not have a width of less than 41 feet at the front building line and an area of not less than 4820 square feet, and also excepting the north 5 feet of lot 187 and all of lot 188, which shall not have a width of less than 40 feet at the front building set back line and an area of not less than 4720 square feet, and also excepting lots Nos. 241 thru 300 which lots shall not have a width of less than 40 feet at the front building line and an area of not less than 4600 square feet.

(i) No dwelling costing less than $2500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 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.

(j) 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 and color scheme, the location thereof and further showing said building or structure to be architecturally harmonious with, and in keeping with the existing buildings in the immediate vicinity, which plans and specifications shall be submitted to and approved by The Palma Orchards Company, or a committee of lot owners appointed by it, and such approval thereof shall be endorsed upon said plans and specifications in writing, and no changes shall be made during the process of construction of any building until plans and specifications showing proposed changes shall have been resubmitted and reapproved by The Palma Orchards Company or the said committee.

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

(l) Concrete sidewalks of not less than 4 feet in width shall be installed to serve each residential property before being occupied and are to be installed at the expense of the builder or purchaser.

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

(n) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(o) 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.

(p) Invalidation of any one of these covenants by judgment of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the said The Palma Orchards Company, by L. D. Gotshall, its President and Roy R. Blair, its Secretary-Treasurer, have hereunto set their hand this 30th day of November 1940.

(Signed) The Palma Orchards Company,

By L. D. Gotshall, its President,

And Roy R. Blair, its Secretary-Treasurer.

Two witnesses.

Acknowledged November 30, 1940 by said Company, by said officers, before a Notary Public, Lucas County, Ohio, {Seal}.

Received for record December 3, 1940 at 2:46 P.M., and recorded in Volume 1161 of Mortgages, page 381.

NOTE: The mortgage referred to above recorded in Volume 670 of Mortgages, page 511, has since been released of record as to the premises in question.