POTTER-BROWN SUBDIVISION

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INDENTURE OF RESTRICTIONS UPON POTTER-BROWN
SUB-DIVISION
A SUB-DIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

Know all men by these presents. That this indenture is entered into by and between the parties hereto on the day and year hereinafter written; and

WHEREAS, Potter-Brown Subdivision is a subdivision in Washington Township, Lucas County, Ohio, which has been laid out into lots, which lots are numbered from 1 to 23, both inclusive, in accordance with the original plat thereof which is recorded at pages 60 and 61 in Volume 51 of the plat Records in the Office of the Recorder of Lucas County, Ohio, and

NOW, THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Potter-Brown Subdivision, as an architecturally harmonious, artistic and desirable residence district, in consideration of the premises, the benefits accruing to us individually, jointly and severally and in consideration of the mutual covenants set forth herein to restrict the lots in said Potter-Brown Subdivision, we, the owners of all lots in Potter-Brown Subdivision, individually, jointly and severally for ourselves, our heirs, executors, administrators, legal representatives, successors and/or assigns for the regulation and protection of each and every person, his/her heirs, executors, administrators, legal representatives, and/or successors or assigns who now is or shall in the future be the owner, occupant, or tenant of any interest in and to any lot, lots, or part thereof in the improvement, development, use, occupancy and enjoyment of said property by the execution and recording of this indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy, and enjoyment of all the property in
said Subdivision, for the period, to the extent, and 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, no structure shall be erected on any residential lot other than one detached dwelling not to exceed two stories in height and a one, two or three car garage.

(B) No building shall be erected on any residential lot nearer than 80 feet from the center of Shoreland Road, with the exception of Lot No. 23, nor nearer than 5 feet to any side lot line. The side line restrictions shall not apply to a garage situated on the rear one-quarter of lot.

(C) No residential lot or lots shall be re-subdivided into building sites, nor shall any building be erected on any residential lot having an area of less than 800 sq. ft.

(D) No noxious or offensive trade shall be carried on upon any lot in said Potter-Brown Subdivision, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(E) No basement, garage nor any structure other than as permitted herein above, shall be 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 or used on any lot for temporary or permanent living quarters.

(F) There shall not be erected, permitted, or maintained on any lot any stable, cattle yard, hog pen, rabbit or fowl yard or house cesspool, privy vault, or any form of privy, nor shall any dog kennel or any live rabbits, poultry, hogs, cattle, or other livestock or any noxious, dangerous, or offensive thing, whether of the character of those herein above numerated or not, be permitted or
maintained thereon.

(G) No building or other structure shall be moved, erected or maintained on any lot unless said building or structure is architecturally harmonious with and in keeping with existing buildings in the immediate vicinity.

(H) No signs of any character shall be erected, pasted, posted or otherwise displayed on/or about any lot.

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

(J) Any dwelling shall be permitted, erected, moved or maintained upon any lot having an area of less than eight hundred square feet, exclusive of utility rooms, approaches, breezeways and garages.

(K) The covenants and restrictions hereinafter shall run on the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 1975, at which time said covenants and restrictions herein contained or any portion thereof shall be automatically extended for a further ten year period and for successive ten year periods thereafter, unless by a vote of the then owners of a majority of the lots in said subdivision it is agreed to change the said covenants in whole or in part. Each owner shall have votes equal to the number of lots owned of record.

(L) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force by the owners, their heirs or assigns, shall be unlawful. Any other persons, firms, or
Corporation owning or having any interest in any of lots in said Subdivision may prosecute any proceedings at law or in equity against the person, persons, Firm or Corporation violating or attempting to violate any such covenants or restrictions to prevent him, them or it from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

(N) If any of the covenants or restrictions herein above 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.

We further covenant and mutually agree for ourselves, our heirs, executors, administrators, legal representatives, successors and/or assigns that the aforesaid covenants, provisions, and restrictions constitute our general plan for the improvement, development, use, occupancy and enjoyment of Potter-Brown Subdivision as originally platted, and said covenants, provisions and restrictions are "Covenant Real", run with the land, and shall be an encumbrance upon said property to the extent and for the period or periods specifically set forth herein; and that these covenants, provisions, and restrictions cancel and supersede any other covenants, provisions, and restrictions affecting said properties which are now of record, contained in deeds, or otherwise in full force and effect.

IN WITNESS WHEREOF, WE, the undersigned, as owners of the lot, lots or part thereof indicated opposite our names herein below, or as the owner of any interest the rein by right of dower or otherwise, have hereunto subscribed our names and executed this declaration of Covenants, Provisions and Restrictions this 14th day of January 1954.

Leo Brown  
Clare Potter  
Irene Brown Nye

Vera Brown  
Wilbert Potter  
Sampson P. Nye
Two witnesses.

Received for record January 15, 1954 and recorded in Volume 1652 of Mortgages, page 471.