REEVES COLLINS PARK ADDITION

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being owners of the lots noted beside their signatures, for and in consideration of the promises, conditions and covenants hereinafter set forth on the part of each of the persons signatory hereto, their successors and assigns forever, for themselves, their grantees, heirs, successors and assigns, do herewith covenant and agree to observe the following covenants, restrictions and conditions, which shall run with the land and be binding upon all persons owning or having any interest in or to the parcels of real estate, set forth and described hereinafter, to-wit:

1. All of said property hereinafter described shall be known and described as residential property and shall be put to no use other than residential. No lot, as presently platted, shall be used or occupied by more than 1 detached single family dwelling not in excess of 2 stories in height, together with private garage for not more than 2 cars.

2. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plats, if any, nor nearer to the front lot lines or side street lines than is permitted by the Zoning Ordinances, so-called, of the City of Toledo, Lucas County, Ohio, which are now in effect.

3. No nuisance or offensive trade or activity shall be permitted or conducted on any of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. The aforesaid covenants and restrictions shall run with the land and be binding upon all parties hereto and each and every
person who shall hereinafter claim under them, until January 1, 1980 at which time, unless a majority of the then owners of said realty shall agree to change these covenants and restrictions or to abrogate them in whole or in part, said covenants shall be automatically extended for successive periods of 10 years each until such time as a majority of the then owners of said lots shall agree to change or abrogate said restrictions and covenants.

5. If any of the persons signatory hereto, their grantees, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, signatory hereto, their grantees, heirs or assigns, to prosecute at law or in equity, such proceedings as may be necessary to compel enforcement of these covenants, conditions and restrictions or to recover damages for such violation.

6. If any one of these restrictions, covenants or conditions shall be invalidated by any judgment or Court order, the same shall in no way affect any of the other provisions of these indentures which shall remain in full force and effect.

7. The benefit of these restrictions, covenants and conditions shall run in favor of the following:

In TERMINAL ADDITION to the City of Toledo, Lucas County, Ohio:
Lots Numbers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 21, 22, 23, 24, 25, 26, 27, 28, 29, 37, 38, 39, 47, 48, 49, 50, 57, 58, 59, 60, 61, 62, 63, 65, 66, 69, 70, 71, 72, 73, 74, 75, 76, 79, 80, 81, 83, 86, 87, 89, 98, 99, 103, 104, 106, 107, 30, 31, 32, 51, 33, 34, 119, 120

In KOSSUTH ADDITION to the City of Toledo, Lucas County, Ohio:
Lots Numbers 9, 14, 15, 16, 21, 22, 23, 24, 39, 40, 48, 59, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 92, 113, 114, 146, 147, 148, 168, 169, 178, 179, 180, 181, 182, 183, 10, 49, 11
In REEVESE COLLINS PARK ADDITION to the City of Toledo, Lucas County, Ohio:

Lots numbers 9, 10, 13, 19, 20, 31, 32, 33, 34, 35, 36, 37, 43, 44, 57, 58, 64, 65, 66, 67, 68, 69, 81, 82, 88, 90, 91, 92, 20, 81, 19, 82, 8, 93, whose owners have signified their assent and agreement to be bound and the burden of the same shall likewise be binding upon said lots.

IN WITNESS WHEREOF, the undersigned, each being the owner or the owners of an interest in the property set forth beside their names have set their hands at Toledo, Ohio, as of this 31st day of January, 1955.

Signed by Grace B. Mongan as owner of the premises in question (other owners, other lots.)

Received for record February 3rd 1955 at 1:30 P.M., and recorded in Volume 1711 of Mortgages, page 416.