SPRINGTIME ADDITION TO OREGON BY FULLER

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DECLARATION OF RESTRICTIONS UPON
SPRINGTIME ADDN. TO OREGON BY FULLER
A SUBDIVISION IN THE CITY OF OREGON
LUCAS COUNTY, OHIO

This declaration entered into by and between the parties
hereto on the day and year hereinafter written; and

WHEREAS, Springtime Addn. to Oregon by Fuller is a sub-
division in the City of Oregon, Lucas County, Ohio, which has been
subdivided and laid out into lots with certain streets and ways
dedicated to public use in accordance with the original plat
thereof (lots 1 to 62 inclusive) which Plat is recorded in
Volume 67 at pages 59 and ___ of the Plat Records of the Recorder
of Lucas County, Ohio; and

WHEREAS, IT IS NECESSARY to impose reasonable restric-
tions upon the manner of use, improvements and enjoyments of said
land by all of the owners thereof, their vendees, grantees,
devises, 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 Springtime Addn.
to Oregon by Fuller, in order to perpetuate said subdivision as an
architecturally harmonious, artistic, and desirable residential
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plan as originally made effective upon the platting of said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 the undersigned 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 Springtime Addn. to Oregon by Fuller,
and to include all lots or any part thereof now owned and held by
the undersigned, Hillway Development Co. (an Ohio Corporation) (here-
inafter called "DEVELOPER"), we hereby declare, covenant and agree
that all the lots or any part thereof owned by the undersigned in Springtime Addn. to Oregon by Fuller, a Subdivision in the City of Oregon, Lucas County, Ohio will hence forth be held, occupied and conveyed by us subject to certain restrictions set forth hereinbelow, and the undersigned for themselves and their successors and assigns specifically agree to include said restrictions in any and all instruments or conveyances affecting said premises, it being hereby covenanted 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 Springtime Addn. to Oregon by Fuller, as a general plan, and shall be binding upon all owners of any interest in and to said property, their grantees, tentants, heirs, executors, administrators, legal representatives, successors and/or assigns in the manner following, to wit:

(a) Lots 1 to 62 inclusive, shall be used for single family residential occupancy and shall not exceed two stories in height and a private garage for not more than two cars.

(b) No house shall be erected on any lot nearer than the distance shown on the recorded plat to the front lot line, or nearer than five feet to any side lot line. Detached garages not in excess of two car capacity may be built not nearer than three feet to any side lot line.

(c) No manufacturing trade or business enterprise shall be conducted upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) 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 House, Travel, or Truck Trailer; truck tractor or tent (other than children's small play tents) shall be permitted on
any lot for any purpose whatsoever.

(e) There shall not be erected, permitted or maintained on said lot any stable, cattleyard, hog pen, fowl house, or yard, 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 herein before enumerated or not, be permitted or maintained thereon.

(f) A perpetual easement is reserved in and granted to Developer over that part of each lot for purposes of utility installations and maintenance as shown upon said recorded Plat as "S' Utilities and Drainage Easement", with the full and unrestricted power to grant rights-of-way and/or easements thereon for such purposes to public utility corporations and/or governmental authorities.

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

(h) A chain link fence, not in excess of 42' in height may be built along the rear or side yards. No fences shall be built in front yards. No solid type fence or wood fence shall be permitted.

(i) These covenants are to run with the land and shall be binding upon and inure to the benefits of all lot owners and all persons claiming under them until 30 years after date hereof, at which time said covenants shall be automatically extended for successive periods of 10 years unless the owners of a majority of the lots in said Plat elect in writing to amend, change or terminate the restrictions as to said Plat.

(j) No building or other structure shall be erected, moved or maintained on any lot, unless located, 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 in duplicate to undersigned Developer, or a Committee selected by it, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Developer, its successors and assigns, may at its option disapprove any plan which in their opinion may not blend with the houses either built or planned for the future in said Springtime Addn. to Oregon by Fuller, by reason of architectural design, area, size, appearance, harmony, taste, type of material or esthetic appeal.

(k) If any low owner 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 covenants and either to prevent him or them from so doing or to recover damages for such violation or both.

(1) If any of the covenants or restrictions herein contained 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.

(m) The undersigned Developer, Hillway Development Co., hereby guarantees that it will construct (in the streets or utility easements) and pay for the following improvements in said Springtime Addn. to Oregon by Fuller, storm sewers, water supply lines, pavements and sanitary sewers, and underground electric power lines. In accordance with law, said improvements shall be constructed under inspection of the proper city governmental authorities; and upon completion, the ownership thereof will pass either by dedication, operation of law or conveyance to the proper governmental authorities. Lots in said addition shall not be assessed by any governmental authority for the cost of said original
construction of said improvements; but, of course, will be subject in the future to all lawful assessments by the proper governmental authorities for maintenance, repair and operation of said improvements for the benefit of said lots, together with assessments for reinforcing water lines, intercepting sewers or like public improvements which may be lawfully constructed and assessed in the future for the benefit of said lots.

(n) No dwelling shall be permitted on any lot at a cost of less than $15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and attached garages, but including so-called split level below grade living quarters shall be not less than 960 square feet for a one story dwelling, nor less than 600 square feet for a two story dwelling.

IN WITNESS WHEREOF, the undersigned Developer, Hillway Development Co., as owners of all of the lots in Springtime Addition to Oregon by Fuller, have hereunto subscribed their names and executed this Declaration of Restrictions this 20th day of March, 1972.

Signed: HILLWAY DEVELOPMENT CO.
By: Paul J. Fuller, President
Frederick R. Fuller, Secretary

Two witnesses.
Acknowledged March 20, 1972 by said Company, by said Officers, by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).
IN WITNESS WHEREOF, the undersigned as mortgagee, under mortgage recorded in Volume 2351, Page 833 of Lucas County Mortgage Records, has hereunto subscribed its name and executed this Declaration of Restrictions, in order to join therein, this 21st day of March, 1972.

Signed: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO

By: Robert D. Davidson,
President

Donald A. Baker,
Vice President.

Two witnesses.

Acknowledged March 21, 1972 by said Corporation, by said Officers, by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 21, 1972 at 9:35 A.M., and recorded in Volume 2459 of Mortgages, page 43.