LATHROP PLACE

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PROTECTIVE COVENANTS FOR LATHROP PLACE,
A SUBDIVISION IN SYLVANIA 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, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of LATHROP PLACE, a Subdivision in Sylvania Township, Lucas County, Ohio, as an architectural, harmonious, artistic and desirable residence district.

In consideration of the mutual covenants set forth herein, we, the undersigned, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives, successors, and/or assigns, for the use and benefit of each and every person, firm or corporation, his/its heirs, executors, administrators, legal representatives, successors and/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 said LATHROP PLACE, by the execution and recording of this indenture of covenants and restrictions, do hereby restrict the improvement, development, use, occupancy and enjoyment of the property in said LATHROP PLACE for a period, to the extent and in the manner following, to-wit:

A. All lots described hereinbelow shall be known and described as residential lots, except lots fronting on Central Avenue and on the Holland-Sylvania Road which may be used for school, church and/or business purposes.

No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in

height and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.

B. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subidivision, and as to location of the buildings with respect to topography and finished ground elevation, by the Hugh J. Bartley Company.

C. No building shall be located nearer than thirty (30) feet to the front lot line of any residential lot or nearer than five (5) feet to the side lot line of any residential lot, except that a detached garage for not more than three (3) cars may be erected not nearer than two (2) feet to any side lot line and not more than thirty (30) feet from the rear lot lines to the front line of such detached garage or garages.

D. No residential structure shall be erected or placed on any building lot which lot has an area of less than 5,850 square feet, excepting Lot number 306. Nor shall any residential structure be erected or placed on any building lot having a width of less than 45 feet at the front building set back line.

No outbuildings, privy vaults, or other receptacle for the disposal of sewage shall be constructed, except septic tanks constructed according to regulations of the Ohio State Board of Health.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No stable, cattle yard or hog pen shall be erected, permitted or maintained in said lots, nor shall hogs, cattle or poultry be kept on said lots, and no other noxious, dangerous or offensive thing

of any character, whether or not heretofore mentioned, shall be permitted or retained thereon.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

G. [illegible]

H. No dwelling costing less than $6,000.00 shall be permitted on any lot described herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 740 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

I. All lots in Lathrop Place are subject to utility easements as shown on the recorded plat of such Subdivision, and such other utility easement as have already been granted.

The rear four (4) feet of all lots shall be reserved for sewer right-of-way and for the erection of electric light poles; and the owners of said lots, their successors, and assigns, hereby reserve the right to deed, by special right-of-way grant, to the proper county or city authorities, said rear four (4) feet for said sewer purposes.

J. If any of the covenants or restrictions hereinabove set forth 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 run with the land and shall be an encumbrance upon said property until January 1, 1956, at which time said covenants shall be extended for successive periods of ten (10) years unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, executors, administrators, legal representatives, successors and/or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons, firm or corporation, owning any real property situated in said Subdivision, to prosecute any proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate any of said covenants, and either to prevent him, them or it from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, we, as owners of the lots or part thereof indicated opposite our names, or as the owners of any interest therein by right of dower or otherwise, have hereunto subscribed our names and executed this declaration of covenants, provisions and restrictions.

Signed by Hugh J. Bartley and Gladys B. Bartley, husband and wife and Earl S. Snyder and Fern L. Snyder, husband and wife, as the owners of the premises in question and other property.

Acknowledged May 26, 1947 before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record May 31, 1947 and recorded in Volume 1343 of Mortgages, page 379.