ARROWHEAD TRAILS PLAT 2

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.
No lot shall be used except for residential purposes. No building shall be erected, appointed, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories in height and a private garage for not more than two (2) cars.

2. No dwelling shall be permitted on any lot at a cost of less than Ten Thousand Dollars ($10,000.00) based upon cost levels prevailing on the dates 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 garages, shall not be less than eight hundred (800) square feet for a one story dwelling, nor less than seven hundred twenty (720) square feet for a dwelling of more than one story.

3. No building shall be located on any lot nearer to the front lot lines nor nearer to the side street line that the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No dwelling shall be located nearer than five (5) feet to any interior lot line. No garage or other permitted accessory building shall be located less than ten (10) feet from the house and two (2) feet from the rear or side lot lines, or five (5) feet from the rear or side lot lines if there are easements on said lines. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. That this shall not be construed to permit any porch of a building, on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having width of less than fifty (50) feet to the minimum setback line.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be placed on any lot at any time as a residence, either temporarily or permanently.

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

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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

Received and recorded October 20, 1965 at 12:30 P.M., in Volume 2164 of Mortgages, page 739.

NOTE: Restrictions similar to those set forth above, also appear in instrument received for record November 23, 1965 at 2:40 P.M., and recorded in Volume 2168 of Mortgages, page 114. In paragraph 3, line 5 of said restrictions, recorded in Volume 2168 of Mortgages, page 114, the setback restriction has been changed from 35 feet to 30 feet.
Agreement made at Toledo, Lucas County, Ohio, by the undersigned owners or prospective owners of real estate in tract of land located at the Northeast corner of Starr Avenue and Berlin Street in Oregon Township in said Lucas County, Ohio, which tract is that part of the East one-half of the Northwest one-half quarter of Section four, Town ten South, Range eight East in said Township, heretofore acquired and owned by George A. Bohland, Logan J. Sullivan and Olen S. Scott and by them divided into twenty-one parcels:

Witnesseth, That Whereas it is the desire of the undersigned that such restrictions accompany the above mentioned parcels of land that same shall remain a desirable residential section:

Therefore, it is agreed by and between the signatories to this covenant, each with the other, that they will for the period of thirty-five years from the date hereof they, their heirs, devisees, assigns, administrators and executors abide by, maintain and enforce the following:

1. Said premises shall be occupied and used for residence purposes exclusively. They shall not be used for any immoral or illegal business or occupation; no spirituous or malt liquors shall be sold, bartered for or given away on said premises.

2. All dwellings erected shall be built on a line which shall be a distance of thirty-five feet from the front line of said respective lot, as indicated by the records in the office of the Auditor of Lucas County, and no part of any dwelling erected or kept on said premises shall be nearer the front line of said lot than said thirty-five feet, except the veranda or front porch, which may extend not more than eight feet from said dwelling.

3. No residence or dwelling costing less than thirty-five hundred dollars shall be erected or kept on any of said parcels, said sum to include both labor and material. All plans for building or buildings projected, shall first be submitted to the said original owners of said tract, their survivor or survivors, or in the event of
the passing of all three of said original owners, to some person or persons properly chosen, for their approval. There shall be no outside toilet or other similar small building built thereon, nor shall any temporary dwelling or building be erected.

4. No lot or parcel shall be sold, rented, leased, encumbered or disposed of, to or with any person other than the Caucasian race.

5. These restrictions, covenants and agreements shall run with and bind the land herein mentioned and every parcel thereof, and be binding upon every person who shall own or have any interest whatever, at law or in equity, in said property, during the period above mentioned.

In Testimony Whereof we have hereunto set our hands that

16th day of August 1943.

Olon S. Scott Doris B. Scott
Logan J. Sullivan Ossie Sullivan
George A. Bohland Alta M. Bohland
Anna Mary Kayser Mae E. Missler
Herman L. Missler
Joseph W. and Margaret V. Kayser Margaret V. Kayser
Antonio Cipriani

Received for record October 29, 1943 and recorded in Volume 1230 of Mortgages, page 71.