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DECLARATION OF RESTRICTIONS

SCHROEDER HOMES, INC., an Ohio Corporation, being the sole
owner of Lots numbers 1 to 54, both inclusive, in DUBLIN PLACE, a
Subdivision in Washington Township, Lucas County, Ohio, hereby imposes
and subjects each of said lots to the following restrictions and
protective covenants as a general plan of improvement intended for the
benefit of all future owners of lots within said subdivision, and
establishing restrictions governing the construction and erection of
dwellings or other structures thereon, and hereby declares that each
and all of said lots shall be conveyed by it subject thereto.

Schoeder Homes, Inc. does hereby revoke, cancel and set
aside a certain outline of protective covenants filed by it on May 12th,
1960 and recorded in Volume 1969, page 414 of Mortgages and the
covenants and restrictions hereinafter set forth shall supersede and
replace said protective covenant set aside by this declaration.

1. All of the lots in said subdivision shall be used for
residential purposes only and no dwelling shall be erected, altered
or placed on said lots other than a one single family dwelling, not
to exceed 2 1/2 stories in height and a private garage for not more
than 2 cars.

2. No building shall be erected, placed or altered on any
lot until the construction plans and specifications and a plan showing
the location of the structure have been approved by the architectural
control committee as to quality of workmanship and materials, harmony
of external design with existing structures, and as to location with
respect to topography and finish grade elevation. No fence or wall
shall be erected, placed or altered on any lot nearer to any street
than the minimum building set back line unless similarly approved.
Approval shall be as provided in paragraph 9.

3. No dwelling shall be permitted on any lot at a cost
of less than $9,200.00, 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 garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line, except that on all lots abutting 5 feet (collector and arterial streets) no building shall be located nearer than 20 and 20 feet respectively to the street property lines of said streets. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 3 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that it shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

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

7. 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 to the neighborhood.

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

9. The architectural control committee is composed of Ed J. Schroeder, Jr., Robert L. Schroeder and Irma C. Schroeder. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line than the building setback lines shown on the recorded plat nor shall any such fence, wall or hedge be erected on any part of said lots in excess of 4 feet in height, without prior written approval of the Committee named in paragraph 9.

11. Other than 2 dogs, 2 cats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said lots.

12. No trash burner, outdoor fireplace or other device
expelling gases shall be placed within 20 feet of any line of adjoining lots.

13. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

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

IN WITNESS WHEREOF, the said SCHROEDER HOMES, INC., has hereunto set its hand this 8th day of May, 1960.

SCHROEDER HOMES, INC.

By: Ed J. Schroeder, Jr.

By: Robert L. Schroeder

Two witnesses.

Acknowledged May 8, 1960, by said Company, by Ed J. Schroeder, Jr., President and Robert Schroeder, Secretary, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record June 8, 1960 and recorded in Volume 1972 of Mortgages, page 309.

REMARKS: By instrument sworn to May 12, 1960, received for record May 13, 1960 and recorded in Volume 1969 of Mortgages, page 414, Schroeder Homes, Inc., the then owner of said premises, placed certain protective covenants on said premises all of which were superseded by instrument recorded in Volume 1972 of Mortgages, page 309.