NORTHGATE
ADDITION
PLAT II

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.
executed and filed for record prior to the expiration of the restrictions herein by the owners of 2/3 or more of the lots subject to the restrictions herein.

The restrictions herein shall run with the land and shall bind the present owners, and their heirs and assigns, and shall be enforceable in any court of competent jurisdiction at the instance of any owner of a lot subject to the restrictions herein.

In Witness Whereof, the undersigned owners of the lots shown and their respective spouses have signed their names this 26th day of September, 1952.

Lot No.  Name of Owner   Name of Spouse
264     Leon C. Smith   Claudine Smith

Sworn and subscribed to September 26, 1952 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record November 12, 1952 at 3:20 P.M., and recorded in Volume 1592 of Mortgages, page 108.
DECLARATION OF RESTRICTIONS.

The Ralph B. Smith Building Company, an Ohio Corporation, The Ohio Savings Bank & Trust Company, Trustee, an Ohio Corporation, The Commerce Guardian Trust & Savings Bank, an Ohio Corporation, Dorr Development Company, an Ohio Corporation and the following named persons; William C. Lackman and Little Lackman (husband and wife), August Schubert and Fannie Schubert (husband and wife), Lydia Rehkla (widow and unmarried), Fred L. Kuebler (unmarried), Adam Karpany and Mary Karpany (husband and wife), Roi O. Becker (unmarried), Frank Mullen and The Hamilton Bond and Mortgage Company, an Ohio Corporation, being all the owners of all the lots in Northgate Plat II, an Addition in Washington Township, Lucas County, Ohio, and hereinafter called the Grantors.

Grantors have heretofore improved said Addition as a high grade residence district with certain lots reserved for business purposes and desire to make known the covenants, conditions, restrictions and reservations, subject to which all of said property is now held and will be conveyed by them.

In consideration of the enhancement of the value of said
property and to afford purchasers due and ample protection in the use and occupancy thereof for the purpose of which it is designed, the grantors hereby declare that said real estate is held by them and will be conveyed by them subject to all of the covenants, conditions, restrictions and reservations as follows:

(a) All lots except lots numbered 180, 190, 227, 228, 229, 230, 231, 232, 270, 271, 272, 273, 274, 275, 315, 316, 317, 318, 319, 320, 362, 363 and 364 which are reserved for business, shall be used for private residence purposes only until June 1st 1941.

(b) No dwelling or any building used for living purposes shall be built on said land of less than 5 rooms and shall be on solid foundations and have shingle, asbestos shingle, tile or slate roof.

(c) Lots numbered 180, 190, 227, 228, 229, 230, 232, 270, 271, 272, 273, 274, 275, 315, 316, 317, 318, 319, 320, 362, 363 and 364 are restricted for business and set back line must be observed. Plans and location of buildings must be approved by the owner.

No dwelling or residence shall be erected, constructed or maintained on lots numbered 233 to 269 both inclusive; lots 276 to 314 both inclusive; lots 321 to 361 both inclusive; to cost not less than $3500.00; bungalows allowed; one story houses permitted. Plans to be approved by the owner.

No dwelling or residence shall be erected, constructed or maintained on lots 191 to 226 both inclusive, to cost less than $5000.00 Plans to be approved by the owner. No one story dwellings allowed on Boulevard. Garages must be attached to dwellings on highways.

(d) All frame dwellings shall be of standard lap siding painted twice or stained shingles.

(e) Any shed, outhouse or other building shall be painted twice and have shingle, asbestos shingle or slate roof and no tin, metal, rubberoid, paper, canvas or other sheeting shall be left exposed.
(f) The main front foundation wall of any residence, garage or any other structure erected or maintained on said premises shall be set back from the front or side lines on all lots in said Addition as shown by the building line on the recorded plat of said premises.

The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable by the grantors or the owners of any land or lot included in said Addition, their respective legal representatives, heirs, successors or assigns and failure by any land owner, however long continued, to object to any violation or to enforce any restriction, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

IN WITNESS WHEREOF, the grantors herein in their respective rights have hereunto set their names and seals this 30th day of January, 1929.

Properly signed and acknowledged by all parties except that no Corporate Seal is attached to the signature of The Ralph B. Smith Building Company.

Received for record June 3rd 1929 and recorded in Volume 778 of Deeds, page 488.

NOTE: Deed dated February 6th 1933, received for record February 23rd 1933 at 3:50 P.M., and recorded in Volume 845 of Deeds, page 330, conveying the premises in question (and other lots) Northgate Plat II, contains the same restrictions, covenants and conditions as set forth in above instrument.