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DECLARATION OF PROTECTIVE COVENANTS
FOR
ORCHARD VIEW ADDITION

Orchard View comprises that part of River Tract 36, Town 1, United States Reserve in the Village of Waterville, Lucas County, Ohio, described as follows:

Beginning at a point in the center-line of Michigan Avenue that is 285.97 feet southeasterly of the intersection of the West line of said River Tract 36 and the center-line of Michigan Avenue; thence south 70° -42' East along the center-line of Michigan Avenue, a distance of 600 feet; thence South 19° -18' West, a distance of 195.0 feet; thence South 70° -42' East a distance of 423.72 feet; thence South, a distance of 25.17 feet; thence South 70° -42' East, a distance of 160.0 feet; thence South, a distance of 397.29 feet to a point on the South line of said River Tract 36; thence South 89° -18' West along the South line of said River Tract 36, a distance of 800.42 feet to the Southwest corner of said River Tract 36; thence North 00° -47' West along the West line of said River Tract 36, a distance of 716.03 feet; thence South 70° -42' East, a distance of 214.67 feet; thence North 19° -18' East, a distance of 195.0 feet to the point of beginning.

The following expressed conditions, provisions, and covenants shall be made a part thereof.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, 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 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 setback line unless similarly approved. Approval shall be as provided an architectural control committee composed of John Dietz, R. F. D., Waterville, Ohio; Virgil P. Hanifan, R. F. D., Waterville, Ohio; and Alvin N. Haulund, Spitzer Building, Toledo, Ohio. 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 the 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 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.

3. No dwelling shall be permitted on any lot at a cost of less than $10,000.00 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 garages, shall be not less than 950 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 25 feet to the front lot line, or nearer than 20 feet to any side street line, excepting lot 825 which may be 10 feet from the side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no yard shall be required for a garage or other permitted accessory building located 75 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. However, dwellings located on corner lots, numbers 25, 26, and 32 may be placed within ten feet of the rear lot line when said dwelling is built with the front elevation facing the long dimension of the 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 8000 square feet.

6. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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. No barns or other out-buildings shall be allowed to be erected on any of the lots of this addition without special written approval of the architectural control committee.

10. No cows, horses, chickens, or other livestock shall be kept or maintained on any of these lots.

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

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 Ohio Citizens Trust Company, Trustee, and Robert's Orchard View Company, Inc. have caused their corporate names to be subscribed to these presents by their duly authorized officers on this 23rd day of September, 1959.

The Ohio Citizens Trust Company,
Trustee

By William S. Miller, V. P.

Robert's Orchard View Company,
Inc.

By J. T. Ballinger, Pres.

Two witnesses.

Received for record October 13, 1959 and recorded in Volume 1948 of Mortgages, page 539.