OTTAWA PLAINS ESTATES

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.
PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said Covenants shall be automatically extended for successive periods of 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 or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.
A. All lots in the tract shall be known and described as residential lots.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot 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 2 cars except on sublots #114 to #121 incl. on which lots it shall be permissible to erect multi-family dwellings.

B. No building shall be erected, placed or altered on any building plot in this sub-division until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of D. J. Scholz, L. S. Prince and C. V. Scholz, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1967. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and
effective thereon, a written instrument shall be executed by the
then record owners of a majority of the lots in this subdivision
and duly recorded appointing a representative or representatives
who shall thereafter exercise the same powers previously exercised
by said committee.

C. No building shall be located nearer to the front lot
line or nearer to the side street line than the building setback
lines shown on the recorded plat. In any event, no buildings shall
be located on any residential building plot nearer than 25 feet to
the front line, nor nearer than 25 feet to any side street line. No
building except a detached garage or other outbuilding located 75
feet or more from the front lot line, shall be located nearer than
5 feet to any side lot line.

No residence or attached appurtenance shall be erected on
any lot farther than 35 feet from the front lot line.

D. No residential structure shall be erected or placed on
any building plot, which plot has an area of less than 6500 square
feet or width of less than 50 feet at the front building setback
line.

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.

F. No trailer, basement, tent, shack, garage, barn or other
outbuilding erected in the tract shall at any time be used as a resi-
dence temporarily or permanently, nor shall any structure of a tem-
porary character be used as a residence.

G. No dwelling costing less than $6500.00 shall be permitted
on any lot in the tract. The ground floor area of the main structure
exclusive of one-story open porches and garages, shall be not less
than 720 square feet in the case of a one-story structure nor less
than 876 square feet in the case of a one and one-half, two, or two
and one-half story structure.
H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. Until such time as a sanitary sewage disposal system shall be installed, there shall be provided for each dwelling an individual sewage disposal system constructed according to the laws and regulations of the State of Ohio and its duly authorized health authorities. No other sewage disposal shall be installed or permitted to remain in use on any lot in this subdivision.

(Signed) Scholz Construction Corporation,
Donald J. Scholz, President,
(and others).

Received for record September 9th 1947 at 11:50 A.M., and recorded in Volume 1356 of Mortgages, page 236.