SCHMIDLIN
PLACE

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1. Schmidlin Place.

AGREEMENT

WHEREAS, the parties to this agreement are the owners of record of the lots in SCHMIDLIN PLACE, an Addition in Oregon Township, Lucas County, Ohio, designated after the signatures of the respective parties to this agreement, and

WHEREAS, the building restrictions heretofore existing upon said lots expired on January 1, 1940, and

WHEREAS, it is the desire of the parties hereto to adopt new restrictions on said lots in order to enhance the value and desirability of property in SCHMIDLIN PLACE and to afford the owners and purchasers thereof due and ample protection in the use and occupancy thereof for the purpose for which the same is designed,

NOW, THEREFORE, in consideration of the mutual promises herein contained; it is specifically agreed by and between the parties hereto, for the benefit of themselves and all subsequent owners of lots in SCHMIDLIN PLACE, an addition in Oregon Township, Lucas County, Ohio, that the lots in said addition owned by the parties to this agreement are held and shall be hereafter conveyed subject to the following restrictions and conditions:

1. All lots in said addition, except the north 150 feet of lot No. 1 and except lots numbers 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, shall be known and described as residential lots.

2. The north 150 feet of lot number 1 may be used for commercial purposes but the same may not be used for dance-halls, night clubs, taverns, cafes, inns, gambling places or liquor stores and, without limiting the generality of the foregoing, may not be
used for the sale of beer and/or intoxicating liquors for use on the premises.

3. Lots numbers 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90 have heretofore been dedicated to use as public streets in said addition and the same are hereby reserved for such use and for no other use.

4. The following restrictions shall apply to the lots designated in paragraph one (1) above as residential lots:
   (a) Said lots are restricted to a detached single-family residence not to exceed two stories in height and a one, two or three car private garage.
   (b) The main foundation wall of any residence erected or maintained upon said lots or parts of lots shall, exclusive of steps, porches or terraces, conform to the building line which is established at 40 feet from the street or lot line, fronting same and shall not be closer than 5 feet to any side lot line. On corner lots no structure shall be permitted closer than 10 feet to any side street line. The side line restrictions shall not apply to a garage located 80 feet or more from said street or lot line fronting same. When a residence is to be erected on parts of two adjoining lots, the same set back distance shall apply, except that the side lines of the building sites thus provided shall be considered as the side lot lines for the purpose of this agreement.
   (c) No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet nor a width of less than 60 feet at the front building setback line, provided, however, that if and when a municipal or public water supply is made available to serve all lots, no
residential structure shall be erected or placed on any building plot which plot has an area of less than 8,400 square feet or a width of less than 60 feet at the front building setback line.

This provision is expressly intended to permit the erection of a residential structure on the north 140 feet of lots 62 to 75 inclusive, the south 140 feet of lots 40 to 53 inclusive, the west 140 feet of lots 30 to 39 inclusive, and 76 to 79 inclusive, and the east 140 feet of lots 6 to 21 inclusive, or on any 60 or more feet wide portion of said lots as shown on the recorded plat, if and only when a city or public water supply is made available to serve all lots within the subdivision.

(d) No residence shall be erected or placed upon said lots which shall cost less than $4,000.00 exclusive of garage and the same must be completed within the course of one (1) year from the commencement of construction.

The ground floor area of any residence or dwelling shall not be less than 650 square feet for a one (1) story residence, nor less than 500 square feet for a one and one-half or two story structure.

(e) No building or other structure shall be erected, placed, or altered on any building lot, except in accordance with plans and specifications, showing the nature, kind, shape, type and material of such structure, which shall have been approved by endorsement thereon, in writing, by a majority of the Schmidlin Place Committee or their authorized representatives, for conformity and harmony of external design with existing structures in the subdivision and as to location of the structure in conformity with these restrictions. If the aforesaid Committee, or their duly
authorized representatives, fails to approve or reject such design or location within 30 days after plans have been submitted to such Committee, or if no suit, to enjoin the erection of such structure, or the making of such alterations, has been commenced prior to the completion thereof, then and in that event the owner may proceed with the erection of the building provided it conforms to the other conditions stated in these restrictions.

(f) The majority of the lot owners have selected three persons, to-wit: Carl W. Schmidlin, D. M. Schmidlin and C. E. Arnold, to constitute the SCHMIDLIN PLACE COMMITTEE, who shall act without compensation and serve until June 30, 1947. In the event any member of the Committee sells, otherwise disposes of, or loses his ownership or interest in all lots or parts of lots in Schmidlin Place Addition, he shall thereby automatically cease to be a member of the Committee. In the event a member of the Committee refuses or is unable to perform his duties as a member of the Committee, the then record owners of a majority of the lots, which are subject to the covenants herein set forth, may remove said person as a member of the Committee and declare a vacancy on said Committee. In the event of the death of any member of the Committee, a vacancy shall be deemed to exist. At such time or times as a vacancy shall exist on the Schmidlin Place Committee and in any event on June 30, 1947, the record owners of a majority of the lots, which are subject to the covenants herein set forth, may designate, in writing, duly recorded among the land records, their authorized representative or representatives, who thereafter shall have all the powers, subject to the same limitations, as are designated herein to the aforesaid Schmidlin Place Committee. In the
selection of such representative or representatives as a Schmidlin Place Committee member, each lot owner shall have or vote for each lot that he owns. In the case of any vacancy on the Schmidlin Place Committee and until such time as the vacancy may be filled, the surviving member or members shall have authority to perform the duties of the Schmidlin Place Committee.

(g) No person of any race other than Caucasian shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race employed and domiciled with the owner or tenant.

5. The following restrictions shall apply to each and all of the said lots in Schmidlin Place Addition:

(a) No tent, barn, shack, garage, trailer, basement or other out-buildings or any structure of a temporary character shall at any time be used as a residence, either temporarily or permanently, on any of said lots.

(b) 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 a nuisance or annoyance to the neighborhood.

(c) None of said lots shall be used or occupied for the purpose of a dog, cat or animal hospital or kennel nor for the keeping of any animals which may cause a nuisance nor shall any noxious, dangerous or offensive thing be permitted or maintained thereon.

(d) Until such time as a sanitary sewer system shall have been constructed in Schmidlin Place Subdivision a sanitary septic tank constructed in accordance with the code of the State of Ohio shall be installed for each dwelling house erected on
said premises, and no other sanitary provision or device shall be permitted to remain thereon. The effluent from septic tanks shall not be permitted to discharge directly into any storm sewer, stream, open ditch or drain but shall be discharged into an approved absorption field.

(e) Until such time as an approved public water supply is available, the location of all wells and the purity of the water supply shall be approved by the State or Local Board of Health.

(f) The aforesaid covenants and restrictions shall run with the land, and shall be binding on all parties hereto and each and every person who shall hereafter become the owner of any interest in any lot in said Addition until June 30, 1970, at which time said covenants and restrictions shall automatically extend for successive periods of 10 years unless by agreement of 60% of the then recorded lot owners it is agreed to change or terminate the said covenants and restrictions 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 subdivision 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands on the dates set opposite their respective names.

Signed by

Two witnesses.
Acknowledged before a Notary Public, Lucas County, Ohio, (seal).

Received for record November 13, 1940 and recorded in Volume 1160 of Mortgages, page 309.