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.
DECLARATION OF RESTRICTIONS

WHEREAS Evelyn Hathaway and Gordon R. Hathaway (wife and husband) are the owners in fee simple of the following described real estate, to-wit:

That part of the northwest 1/4 of the northeast 1/4 of Section 14, Town 9 South, Range 6 East, in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Beginning at the northwest corner of the northwest 1/4 of said northeast 1/4 of said Section, thence east along the north line of the northwest 1/4 of said northeast 1/4, (1305.73) feet to the northeast corner of the northwest 1/4 of the said northeast 1/4, thence south along the east line of the northwest 1/4 of said northeast 1/4, 372.33 feet, thence to the right with an angle of 62 degrees, 21 minutes, 11 seconds 1087.31 feet to the center line of the Corey Road, thence to the right with an angle of 79 degrees, 58 minutes and 49 seconds along the center line of the Corey Road 517.40 feet, thence to the right with an angle of 9 degrees, 45 minutes, 71.06 feet to a point in the west line of said northwest 1/4 of said northeast 1/4, thence north along the west line of the northwest 1/4 of said northeast 1/4, 477.55 feet to the place of beginning, containing 29.12 acres, more or less, subject to legal highways.

AND WHEREAS, the said Evelyn Hathaway and Gordon R. Hathaway (wife and husband), as such owners are about to sell said described real estate in parcels to various purchasers.

NOW THEREFORE, Evelyn Hathaway and Gordon R. Hathaway (wife and husband) the owners of said land described above, in order to establish a general plan for the development of said real estate, designed to make the proposed tracts of land attractive for residential purposes and to protect the owners of said proposed tracts in the enjoyment of their use for residential purposes, and in consideration of the enhancement in value thereof, said Evelyn Hathaway and Gordon R. Hathaway (wife and husband) for themselves, their heirs, administrators,
executors and assigns hereby declare and stipulate that the above described real estate or any part thereof now owned by them shall hereafter be conveyed by them, their heirs, administrators, executors, successors and assigns, subject to the restriction hereinafter set forth:

1st. These covenants and restrictions are to run with the land and shall be binding upon Evelyn Hathaway and Gordon R. Hathaway (wife and husband) and all persons claiming under or through them until the 5th day of November, 1979, at which time, said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a majority of the then owners of said parcels of land, it is agreed to change said restrictions and covenants in whole or in part. However, such changes shall be by instrument in writing, setting forth said changes and acknowledged by at least a majority of the owners of said parcels, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein, and shall be effective and operative to effect such change from and after the termination of such successive period as follows the date of filing thereof for record with the Lucas County, Ohio, Recorder.

2nd. Invalidation of any of the restrictions and covenants herein by judgment, Court order, or by act of the owners as provided in Section I above shall in no wise affect any other provision contained in this Declaration of Restrictions, which shall remain in full force and effect.

3rd. No liquor, whether spirituous, vinous or fermented shall be sold or be allowed to be sold on said premises.

4th. Said premises shall not be used or permitted to be used for any business purpose or purposes and no noxious or offensive activity shall be carried on upon any part of said premises nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of adjacent property.

5th. All parcels of land sold in said described real estate in Sylvania Township, Lucas County, Ohio, shall be described and known
as a residential parcel; no structure shall be erected on any one residential lot or parcel, other than one detached single family dwelling and/or a private garage building of not more than 3 car capacity. Guest houses (so called) may be erected on said parcels for the exclusive, and temporary use of actual and bona fide guests of the owners of said parcels, said guest houses to be erected in the rear of the main residence building and same may not be rented to or occupied by tenants at any time. This restrictions shall not be construed to prohibit the erection and maintenance on said parcels of reasonable and proper barns and sheds for the housing of the animals and fowl hereinafter mentioned. This restrictions shall be construed to prohibit the erection of a duplex, income bungalow, tenement flat or other building designed or altered to be occupied by more than 1 family and/or the erection, maintenance, or use of an outdoor privy or any other building other than a single family residence and a private garage of not more than 3 car capacity except as otherwise in this paragraph provided.

6th. No garage building shall be occupied as a residence for a longer period than 6 months, and only while a residence building is being constructed on said premises. Said garage building shall not be placed nearer than 125 feet to any road or avenue, except that if said garage building is made an integral part of the main residence building, the same may be located not nearer than 100 feet from any street, avenue or road. No garage building, or any other building shall be set nearer than 10 feet to the line of any adjacent lot or parcel, unless such adjoining owner shall grant permission in writing to the placing of said building within 10 feet of a line of his or her line. Such written consent shall be placed of record with the Recorder of Lucas County, Ohio, previously to the erection of said building.

7th. No residence shall be erected on said real estate having less than 600 square feet of floor area exclusive of utility room, porches or unfinished floor area of any nature.
8th. Other than house pets maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said real estate. Provided however, riding horses, chickens, cows, not more than 2 goats, 2 dogs or sheep for personal use only may be maintained and harbored on said real estate and as provided in paragraph 5 hereof necessary and proper barns and sheds may be erected to house said animals and fowl so long as same are used solely for personal use.

9th. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor shall same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said real estate being expressly restricted to single family residential purposes only.

10th. Said premises shall not be used for the storage of automobiles, trailers, scrap, iron, wood, building material, paper, glass or any reclamation product or material, except that during the period a building is being erected upon such property, building material may be stored thereon. However, any building material not incorporated in said building within 90 days after its delivery to such lot or parcel shall be removed therefrom.

11th. No trash burner, outdoor fireplace or other device expelling gasses shall be placed nearer than 10 feet to any line of adjoining property.

12th. No fences, hedge or wall shall be erected or maintained within 20 feet of any line of said lot or parcel that is more than 4 feet in height; and any fence or hedge or wall that is placed within 100 feet of any street, avenue or road shall be of an ornamental nature and shall not be more than 4 feet in height.

13th. No porch or veranda shall be placed on said property so that any part thereof shall be nearer than 100 feet to any street, avenue or road.

14th. No portion of any lot or parcel within 100 feet of any road, avenue or street shall be used for any purpose other than lawn, provided however, this covenant shall not be construed to prohibit
(wife and husband) have hereunto set their hands this 5th day of November A.D. 1949.

Evelyn Hathaway
Gordon R. Hathaway

Two witnesses.

Acknowledged November 5, 1949 in Lucas County, Ohio, before a Notary Public, State of Ohio (seal).

Received for record November 8, 1949 and recorded in Volume 1444 of Mortgages, page 119.

By Amendment to Declaration of Restrictions dated February 25, 1956, filed for record March 28, 1956 at 11:50 A.M. and recorded in Volume 1783 of Mortgages, page 556, the Restrictions recorded in Volume 1444 of Mortgages, page 119, were amended as follows:

1. That paragraph 5th, 13th and 14th of said Declaration of Restrictions shall be and hereby are amended by deleting therefrom, wherever the same appears therein, the words, "road", "avenue" and "street" and in lieu thereof, there shall be and hereby is inserted, for said word or words so stricken, the words "Corey Road."

2. That paragraph 20th of said Declaration of Restrictions be amended by inserting and adding hereto at the end thereof, the words, "unless such frontage so sold is used and continues to be used exclusively for residential right-of-way purposes."
DECLARATION OF RESTRICTIONS

WHEREAS, Barman Realty Company, an Ohio Corporation, hereinafter called "Owner", is the owner in fee simple of that part of the Northwest quarter of the Northeast quarter of Section 14, Town 9 South, Range 6 East in Sylvania Township, Lucas County, Ohio, designated on plat recorded in Volume 61, at Page 48, Lucas County, Ohio, Record of Plats, as GOLDSTREAM, a Subdivision in Sylvania Township, Lucas County, Ohio; and

WHEREAS, said Owner desires to establish a general plan for the development of said Coldstream and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said Owner, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself, its successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Coldstream, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions shall to the extent legally permissible supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner, and all persons claiming under or through Owner until the 1st day of January, 1994, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least two-thirds (2/3) of the lots in said Coldstream. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds (2/3) of said lots,
which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to affect such change from and after the termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (1) above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All lots in Coldstream shall be known and described as residential lots; no structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not more than three (3) car capacity which may be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool, and a tennis court. The aforesaid residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family’s servants.

4. Not more than one (1) single-family residence dwelling shall be erected on any one lot as shown by the plat of said subdivision. Nothing herein contained shall be construed to prevent the purchase of two (2) adjoining lots by a single owner and erection of a single residence dwelling on or about the center of the parcel created by the joining of the two (2) lots.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure of other structure of any sort shall be erected, placed, or maintained, on any such residential lot in said Coldstream, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use, and material of construction thereof, the color scheme thereof, the grading plan of the lot, and the finished grade
elevation thereof, which detailed plans and specifications have first been approved in writing by the owner, or its successors and assigns, and a true copy thereof permanently lodged with the owner, or its successors and assigns. All such plans and specifications must be prepared by a competent architect or draftsman.

6. In requiring the submission of detailed plans and specifications as herein set forth, owner has in mind the development of Coldstream as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications as submitted, the owner, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said Coldstream as a whole and any determination made by the owner, or its successors and assigns, in good faith shall be binding on all parties in interest.

7. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (5) above shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines, shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be determined by the owner, or its successors and assigns, in writing, at the time of the approval of the plans and specifications for such structure.

8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said Coldstream, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said Coldstream.

9. No well for gas, water, oil, or other substance shall, at any time be erected, placed or maintained on any of such residential
lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided in (5) above.

10. No trailer, basement, tent, shack, garage, barn, house-car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Coldstream. No dwelling erected in said Coldstream shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in (5) above.

11. Any truck, boat, bus, tent, housecar, trailer, or other similar housing device, if stored on any said lot, shall be housed within a garage building.

12. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however any building material not incorporated in said structure within 90 days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within 1 year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Owner, or its successors and assigns.

13. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in (5) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.
IN WITNESS WHEREOF, said Barmaran Realty Company, an Ohio Corporation, has caused its corporate name to be subscribed hereto by its duly authorized officers at the City of Toledo, Lucas County, Ohio, this 21st day of April, 1965.

Two Witnesses. Signed and acknowledged April 21, 1965 by Barmaran Realty Company, an Ohio Corporation, by Robert F. Cavalear, President and by Richard G. LaValley, Secretary, before a Notary Public, Lucas County, Ohio, (seal).

CONSENT BY MORTGAGEE TO ADOPTION OF RESTRICTIONS

WHEREAS, First Federal Savings and Loan Association of Toledo is the mortgagee of all lots as shown on the recorded plat of Coldstream, a subdivision in Sylvania Township, Lucas County, Ohio, by virtue of mortgage from Barmaran Realty Company, Owner, dated October 9, 1964, recorded in Volume 2129 of Mortgages, page 559; and

WHEREAS, Barmaran Realty Company, owner of all of the aforesaid lots in Coldstream, has by the aforesaid Declaration of Restrictions adopted the aforesaid restrictions to run with the land as to each of such lots in Coldstream;

NOW, THEREFORE, First Federal Savings and Loan Association of Toledo, Mortgagee, in consideration of the enhancement in the value of the aforesaid lots in Coldstream by reason of the adoption of the restrictions hereinabove set forth, does for itself, its successors and assigns hereby consent to and join with Barmaran Realty Company in the adoption of the aforesaid Declaration of Restrictions in their entirety.

IN WITNESS WHEREOF, said First Federal Savings and Loan Association of Toledo has caused its name to be subscribed hereto by its duly authorized officers at the City of Toledo, Lucas County, Ohio this 21st day of April, 1965.
Two Witnesses. Signed and Acknowledged April 21, 1965 by First Federal Savings and Loan Association of Toledo, by Robert D. Davidson, President, and by Florence J. Lupe, Secretary, before a Notary Public, Lucas County, Ohio, (seal).

Filed for Record April 21, 1965 at 2:13 P.M. and recorded in Volume 2145 of Mortgages, page 472.