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DECLARATION OF RESTRICTIONS
as to
HALLSCILD SUBDIVISION
A Subdivision in the City of Oregon, Lucas County, Ohio

This Declaration, made and entered into by HERITAGE ASSOCIATES,
as Ohio general partnership, hereinafter called "Owner", this __________
day of __________, 1980.

WITNESSES:

WHEREAS, Owner holds title to fee simple to a certain parcel of land
situated in the City of Oregon, Lucas County, Ohio, hereinafter referred to
as "Hallscild" and described as follows:

Lots 1 through 83, inclusive, in HALLSCILD SUBDIVISION,
A Subdivision in the City of Oregon, Lucas County, Ohio;

AND

WHEREAS, Owner has caused a plat of the above described land to be
prepared and recorded, which plat provides for:

1. The subdivision of said land into 83 lots, numbered consecutively from 1 to 83;

2. The dedication to public use of certain streets and ways therein; and

3. The reservation of certain easements therein for the
   installation and maintenance of public utility services;

AND

WHEREAS, Owner has established for its own benefit and for the benefit
of all future owners and occupants of all or any part of Hallscild certain
amenities and rights in, over, and to Hallscild and certain restrictions upon
the manner of use, improvement and enjoyment of the aforementioned lots in
Hallscild and has imposed certain restrictions on such lots in said Hallscild;

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NOW THEREFORE, in consideration of the premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said Kallahild as an architecturally harmonious, artistic, and desirable residence district, Owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Kallahild hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to-wit:

ARTICLE ONE

Section 1. An Architectural Control Committee consisting of two (2) individuals is hereby established. The initial members of the committee shall be Rodney L. Hobbs and Fred C. Hall. The initial members are appointed by the Owner, and may be replaced by it from time to time. In the event that any member of the committee should die or resign and a successor not be appointed as provided above within six (6) months of such death or resignation, the Kallahild Association hereinafter established may appoint a successor for such individuals.

Section 2. The committee described in Section 1 shall continue to function until construction on all lots in Kallahild has been completed and title to all such lots has been conveyed from Owner to other parties. Upon such completion of construction and conveyance of title the individuals specified in Section 1, or their successors chosen in accordance with Section 2, shall be deemed to have resigned. The Kallahild Association, as hereinafter created, shall then appoint all three (3) members of the committee to replace the two (2) previous members, and may thereafter replace from time to time any member of such committee. Provided, however, that at any time prior to such completion of construction and conveyance of title for all lots the individuals named in Section 1 may voluntarily resign and turn control of the committee over to the Kallahild Association by a letter in writing to the Association.
Section 1. No building, driveway, swimming pool, fence, wall or other structure shall be erected or maintained on any lot or parcel, nor shall any change, addition to or alteration thereto substantially affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications showing the location of such structure or said lot and grading plans, which plans and specifications have first been approved in writing both as to conformity to external design and as to location on the lot by said Architectural Control Committee; nor shall there be any subdivision, platting, re-planting or change in the location of roads, public ways or any parcel or lot without approval of the Architectural Control Committee in writing.

Section 2. Owner reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the plat of plat of Harlech Child, designated as utility easements, for the construction, operation and maintenance of electric power and communication lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary inclements and appurtenances. Owner further reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot designated as ditch easements, open space easements, drain easements and access easements for the maintenance of proper drainage and to preserve open areas.

Section 3. Owner reserves the exclusive right to grant covenants for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper inclements and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.
Section 4. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by Owner in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side or rear lines of said premises shall apply to and include covered porches, verandas, porte-cochere, and other similar projections therefrom.

Section 7. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and driveways if otherwise permitted), the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain therein. No tree, the diameter of which exceeds seven (7) inches, measuring three (3) feet from the ground, shall be removed without the prior written consent of the Architectural Control Committee, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, driveway, or walk whose plans have been approved by the Architectural Control Committee, or removal ordered by any state or local governmental agency having jurisdiction thereof.

Section 8. Lots 16 through 37 in Block 1 shall be restricted to dwellings containing no more than two (2) separate dwelling units.
Section 5. Owner hereby establishes the Halechold Association which shall consist of all of the owners of real estate located within Halechold. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members: provided, however, that where title is in more than one person, such co-owners acting jointly shall be entitled to but one (1) vote. The Association by a vote of two-thirds (2/3) of its members may adopt such reasonable rules, regulations, or bylaws as it may deem advisable for the general welfare of the residents of Halechold, and all parts of said property shall at all times be maintained subject to such rules, regulations, and bylaws. The officers of the Association shall be elected as provided in the bylaws, shall exercise the powers, discharge the duties, and be vested with the rights conferred by the bylaws and this Declaration upon the Association, except as otherwise specifically provided. Officers of the Halechold Association may be replaced and/or recalled by a vote of two-thirds (2/3) of the Association. The bylaws shall confer upon the President of the Association, or such other officers as they may direct, the specific duty of acting as liaison between the Association and local governmental officials for the purpose of coordinating their efforts in enforcing the restrictive provisions of this Declaration which are of mutual interest.

The bylaws of the Association shall provide for an annual meeting of the Owners' Association on a date specified therein. Special meetings of the Association may be called by owners representing one-third (1/3) of the votes of the Association by giving notice of such meeting through publication in a newspaper of general circulation in the area at least three (3) weeks prior to the date of said meeting. A meeting may be called by the President of Halechold Association by the giving of notice in a newspaper of general circulation as provided above.

The rules, regulations, or bylaws adopted by the Halechold Association may be amended at any time by owners representing two-thirds (2/3) of the votes of the Association, at a meeting of the Association called for that purpose.

Section 10. Owner will construct an entrance sign for the subdivision. The Halechold Association shall be responsible for the maintenance and repair of said entrance sign.
ARTICLE 7-A

The following restrictions shall apply to all lots in Hallischild:

Section 1. Each lot in Hallischild is designated as a residential lot. All lots shall contain single-family dwellings, except lots 16 through 37, on which owner reserves the right to build either single-family or two-family residences. Each dwelling shall contain a minimum of 150 square feet of floor area, unless the Committee gives its written consent to the construction of a smaller dwelling. No portion of any residential lot or structure therein shall be used or permitted to be used for any business purpose whatsoever and no objectionable, offensive, or unduly disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done therein which may be or become an annoyance, or nuisance in said subdivision.

Section 2. No dwelling erected in said Hallischild shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. The fronts of all dwellings shall be completed in brick, wood, or a combination of brick and wood. The front windows of all dwellings in Hallischild shall be constructed of wood and the design for all door boxes must be approved by the Architectural Control Committee to assure uniformity. All approved structures must be completed by the owner within one (1) year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored therein, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No mud, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of owner.

Section 3. No boat, boat trailer, house trailer, motor home, recreational vehicle, motor coach or truck (except pick-up trucks or vans not exceeding one (1) ton) shall be parked, stored or allowed to remain within Hallischild, unless on a lot or in a street, unless parked or stored within a garage out of view. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Hallischild, except with the approval of the Architectural Control Committee. All garages must be attached garages.
Section 4. No antenna of any kind may be located on the roof, in the yard, or anywhere outside of any dwelling in Hallachild. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either at wholesale or at retail, upon said premises, nor shall any industry, business or trade, occupation or profession of any kind be conducted, maintained or permitted upon said premises. No well for gas or oil shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon said premises nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or persons of any adjoining land. No advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Architectural Control Committee first having been obtained. The right is reserved by Owner to erect advertising signs and displays at entrance to the Development until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereto. Builders erecting a dwelling may place one identification sign on the property during the construction period.

Section 5. Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species shall be kept upon or maintained, nor shall any dog be kept upon or maintained on any part of any lots or tracts. The Hallachild Association shall have the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets calculated not to become a nuisance to the owners or inhabitants of Hallachild.

Section 6. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yard and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.
Section 7. All rubbish, debris and garbage shall be stored in enclosed containers not visible from the street, or stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage, may from time to time, be established by the Hallettschild Association.

Section 8. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lot owners in Hallettschild are responsible for the proper care and maintenance of their respective yards including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow and ice from sidewalks. No trash burner, outdoor fireplace, or other device expelling gas or fumes shall be placed within twenty (20) feet of any adjoining lot line.

Section 9. Any tanks for the storage of propane gas or fuel oil shall be located at least ten (10) feet from any lot line and ten (10) feet from any residential dwelling and shall comply with all applicable governmental rules and regulations pertaining thereto.

ARTICLE THREE

Section 1. Each grantor of Owner by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Owner, created or reserved by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein, regardless of how acquired, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give Owner, its successors or assigns, the right (a) to enter upon the land upon which, or as to which, such violation or
breach exists, and to summarily enter and remove, at the expense of the owner or said lessor, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Owner, and Owner or its successors or assigns, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to eject, seize, or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 3. All restrictions, covenants, conditions, agreements, and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 4. None of the restrictions imposed hereby shall be superseded or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 5. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 6. Owner reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 9 of Article One hereof.
Section 4. A violation of any of the rules and regulations adopted by Owner or by the Association formed pursuant to Article One hereof shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 5. The rights, privileges and powers herein retained by Owner shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Heritage Associates, an Ohio general partnership, has caused this Declaration to be signed by its partners on the day and year first above written.

WITNESS:

HERITAGE ASSOCIATES, an Ohio general partnership

By: John L. Hahn, Partner

By: Fred T. Hall, Partner

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Heritage Associates and Fred T. Hall, partners of said Heritage Associates, an Ohio general partnership who acknowledged that they did sign said instrument as all of the partners of said partnership, and that the same is their free act and deed and the free act and deed of said partnership for the use and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this day of , 1980.

Notary Public

RECEIVED & RECORDED

NOV 13 1980

This Instrument Prepared by:
GARY T. BELL
SIEKENS, LUCAS COUNTY
Spangler, Hathaway, Reimann, McCarthy & Derfee
1500 National Bank Building
Toledo, Ohio 43604
(419) 241-2922
AMENDMENT TO DECLARATION OF RESTRICTIONS

As to

HALLSCHILD SUBDIVISION
A Subdivision in the City of Oregon, Lucas County, Ohio

This Amendment, entered into by and between HERITAGE ASSOCIATES, an Ohio general partnership, GREAT LAKES BUILDERS, INC., an Ohio corporation and M.K.W. ASSOCIATES, an Ohio general partnership, this 5/17 day of

April, 1981.

WITNESSETH:

WHEREAS, Heritage Associates entered into a Declaration of Restrictions as to Hallschild Subdivision (the "Declaration"), which was recorded at Microfiche J80-997CO4; and

WHEREAS, Heritage Associates, Great Lakes Builders, Inc., and M.K.W. Associates, (the "Owners") are the owners of all of the lots in Hallschild Subdivision; and

WHEREAS, the Owners have agreed to amend the Declaration to provide for the erection and maintenance of a sign at the entrance of Hallschild Subdivision.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Owners agree that Heritage Associates, at its expense, shall erect an entrance sign bearing the name of the subdivision. Such sign shall be located in the public right-of-way between and parallel to the centerline of Pickle Road and the southerly lot line of Lot No. 1 in Hallschild Subdivision.

2. The Association of lot owners of Hallschild Subdivision, Hallschild Association, at its expense, shall be responsible for maintaining such entrance sign in good repair at all times.

3. The remainder of the Declaration shall remain in full force and effect.
IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration of Restrictions on the date first above written.

WITNESSES:

HERITAGE ASSOCIATES,
An Ohio general partnership
By: Rodney L. Hohon, General Partner
By: Fred C. Hall, General Partner

GREAT LAKES BUILDERS, INC.,
An Ohio corporation
By:

WITNESSES:

M.K.W. ASSOCIATES,
An Ohio general partnership
By: John E. Pappas, Partner
By: John M. Mead
By:

STATE: COUNTY OF LUCAS: SS:

I, ... a Notary Public in and for said County, personally appeared Rodney L. Hohon and Fred C. Hall, General Partners of said Heritage Associates, an Ohio general partnership, who acknowledged that they did sign said instrument as all of the general partners of said partnership, and that the same is their free act and deed and the free act and deed of said partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of June, 1981.

Notary Public

Joan T. Mead
Not. 711
My Commission Expires: May 26, 1984

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Notary Public

JOANNE M. BUCK
Notary Public

My Commission Expires May 17, 1981

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 21st day of April, 1981.

[Signature]

Notary Public

JOANNE M. BUCK
Notary Public

My Commission Expires May 17, 1981

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 21st day of April, 1981.

[Signature]

Notary Public

JOANNE M. BUCK
Notary Public

My Commission Expires May 17, 1981

This Instrument Prepared By:

GARY D. SIEGEL, Esquire
Spengler, Mathanson, Heyman, McCarthy & Durfee
1000 National Bank Building
Toledo, Ohio 43604
(419) 241-2201

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SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIONS
as to
HALLSCHILD SUBDIVISION
A Subdivision in the City of Oregon, Lucas County, Ohio

THIS SECOND AMENDMENT, entered into by HERITAGE ASSOCIATES, an Ohio general partnership, hereinafter called "Owner," this day of , 19__.

WITNESSETH:
WHEREAS, Owner entered into a Declaration of Restrictions as to HALLSCHILD SUBDIVISION (the "Declaration"), which was recorded at Microfiche #80-93700; and
WHEREAS, Owner, Great Lakes Builders Inc., an Ohio corporation, and M.K.W. Associates, an Ohio general partnership, entered into an Amendment to Declaration of Restrictions as to HALLSCHILD SUBDIVISION, which was recorded at Microfiche #81314805 at __; and
WHEREAS, Article III, Section 5, of the Declaration reserved to Owner the right to change, modify, alter or rescind certain of the restrictions and covenants contained in the Declaration; and
WHEREAS, Owner has decided to rescind one of such restrictions.

NOW, THEREFORE, Owner hereby rescinds that portion of Article II, Section 2, of the Declaration which provided as follows: "The front of all dwellings shall be completed in brick, wood, or a combination of brick and wood."

The remainder of such Declaration and of the Amendment to Declaration shall remain in full force and effect.

PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02, MICROFICHE NO. V12

FILM 1-2-74
SANDY KANEWIN, RECORDER, BY 3-6-74

-81 569410
IN WITNESS WHEREOF, HERITAGE ASSOCIATES, an Ohio general partnership, has caused this Second Amendment to Declaration to be signed by its partners on the day and year first above written.

Witnesses:

                          ____________________________  
                          ____________________________________

HERITAGE ASSOCIATES,  
An Ohio general partnership

                          ____________________________  
                          ____________________________________

By:  
Rodney L. Mohon, General Partner

                          ____________________________  
                          ____________________________________

By:  
Fred C. Hall, General Partner

STATE OF OHIO  
COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Rodney L. Mohon and Fred C. Hall, General Partners of said Heritage Associates, an Ohio general partnership, who acknowledged that they did sign said instrument as all of the general partners of said partnership, and that the same is their free act and deed and the free act and deed of said partnership for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ___ day of ___, ___ 1981.

__________________________  
Notary Public

This Instrument Prepared By:
GARY D. SIEKEEIV, Ensuite  
Spengler, Nathanson, Hayman, McCarthy & Darfect  
1000 National Bank Building  
Toledo, Ohio 43604  
(419) 241-2201

RECEIVED & RECORDED  
JUL 06 1981  
SANDY KENT, Recorder, Lucas County, Ohio