HARVARD ESTATES
LOTS 2-22 AND A-B

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DECLARATION OF RESTRICTIONS

WHEREAS, M. L. Wilson Builder, Inc., hereinafter called "OWNER" is the holder of the legal title to the following described real estate, to-wit:

Lots numbers 2 through 22, both inclusive, and lots A and B, in HARVEST ESTATES, a SUBDIVISION in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, the said Owner desires to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property hereinabove described is now owned by it, and subject to which the lots aforesaid are to be conveyed by it, respectively.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value of said property and to afford purchasers thereof due and ample protection in the use and occupancy of the same and to provide a general plan of development of said lots in said Subdivision designed to make the same more attractive for the purchasers thereof, the undersigned Owner does hereby declare and stipulate that each of the lots in the aforesaid Subdivision is made, and shall be held, subject to the following restrictions, covenants and conditions, to-wit:

1. The covenants and conditions herein set forth shall run with the land and shall be binding on the undersigned and all persons claiming under or through the undersigned for a period of 25 years from the date hereof and continuing thereafter unless and until any proposed change shall have been approved in writing by the owners of the legal title to a majority of said lots.

2. No building, fence, wall, garage, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing nature, kind, shape, type, material, color scheme and location of such structure on the lot, ground or grade elevation, has been submitted to and the approval thereof secured by endorsement in writing thereon of a committee of three persons known as Harvest Estates Committee, consisting of the President, Vice-President and Treasurer of M. L. Wilson Builder, Inc. When 75% or more of the lots in said subdivision have been sold then said lot owners may select a committee of three who shall have the rights and powers herein vested in the original committee except as to lots retained by Owner. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. The lots in said Subdivision shall be used for residential purposes only and no dwelling other than a private garage of not more than 2 1/2 car in size, shall be erected, altered or placed on said lots. Said dwellings shall not exceed two stories in height.

4. No single story residence, home or dwelling shall be erected or permitted upon any of said lots which contains a finished living area, exclusive of open porches and garages, of less than 800 square feet.
5. 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 the 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.

6. No dwelling shall be located on any lot nearer to the front line than the minimum building set back lines shown on the recorded plat.

7. No structure of a temporary character, trailer, shack, basement, garage, tent, barn or other outbuilding, shall be used at any time on any of said lots as a residence, temporarily or permanently.

8. No noxious or offensive activities shall be carried on upon any of said lots nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, nor shall any commercial trade or activity or advertisement in connection therewith be conducted upon any of the lots herein described.

9. No fence, wall or hedge shall be erected or maintained upon said lots nearer to the dedicated street line that the building setback line shown on the recorded plat nor shall any such fence, wall, or hedge be erected on any part of said lots in excess of 4 feet in height, without prior written approval of Harvest Estates Committee.

10. If the owners of any of the lots in said Subdivision, their heirs or assigns, shall violate any of the covenants herein contained it shall be lawful for any person, firm or corporation having any interest in any part of the lots herein described, to take necessary proceedings at law or in equity to abate or enjoin such violation and to recover damages therefor. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the M. L. Wilson Builder, Inc. has caused its corporate name to be subscribed and by its duly authorized Officers this 5th day of July, 1964.

M. L. Wilson Builder, Inc.
By: Marian L. Wilson, President
By: Paul A. Duquette, Vice-President
By: Eleanor A. Wilson, Treasurer

Two witnesses.

Acknowledged July 5, 1964 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record September 14, 1964 and recorded in Volume 2125 of Mortgages, page 408.
An Amendment of Restrictions dated June 15, 1965, duly executed by M. L. Wilson Builder, Inc., by Marion L. Wilson, President, by Paul A. Duquette, Vice-President, and Eleanor A. Wilson, Secretary-Treasurer, provides as follows:

WHEREAS, M. L. Wilson Builder, Inc., hereinafter called the "OWNER" is the holder of the legal title to the majority of the lots in the following described real estate, to wit:

Lots Number Two (2) through Twenty-two (22), both inclusive, and Lots A and B, in HARVEST ESTATES, a SUBDIVISION in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

AND WHEREAS, said owner desires to correct and clarify paragraph #3 of the Declaration of Restrictions covering said premises, which is recorded in Volume 2125, Page 408, Lucas County Ohio Records on September 14, 1964 and that paragraph #1 of said Restrictions contains the authority under which this correction and clarification of paragraph #3 is made.

THEREFORE, paragraph #3 of the said Restrictions is hereby deleted in its entirety and in its place and stead the following is hereby inserted:

Lots in said Subdivision shall be used for resident purposes only and no structure, other than a dwelling and a private garage, which garage may be attached to or separate from the dwelling, of not more than two and one-half (2 1/2) car in size, shall be erected, altered or placed on said lots. Said dwelling shall not exceed two (2) stories in height.

Received for record June 18, 1965 and recorded in Volume 2151 of Mortgages, page 148.