HEATHER
ESTATES - PLAT 2

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ADOPTION OF HEATHER ESTATES PLAT II
and
DECLARATION OF RESTRICTIONS THEREFOR.

This Declaration, made and entered into by BAILEY DEVELOPMENT
COMPANY, by Richard R. Daines, President and BAILEY ENTERPRISES, INC.
by Paul T. Bailey, President, this 10th day of July AD 1956.

WITNESSETH THAT:

Whereas, Bailey Development Company and Bailey Enterprises,
Inc. are the owners of the following described real estate, situated
in the County of Lucas, State of Ohio, viz;

Lots numbers 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36,
37, 38, 39, 40, 41, 42, 43, 44, all in HEATHER ESTATES II, a Subdivision
in Adams Township, Lucas County, Ohio, all of which real estate is
hereinafter for convenience referred to as "HEATHER ESTATES PLAT II" and

WHEREAS, Bailey Development Company and Bailey Enterprises, Inc.
desire to establish for their own benefit and for the benefit of all
future owners or occupants of all or any part of HEATHER ESTATES PLAT II

certain easements and rights in, over and to HEATHER ESTATES PLAT II
and certain restrictions with respect to the use thereof;

NOW, THEREFORE, Bailey Development Company and Bailey Enterprises,
Inc., as the owners of such real estate and for the purpose aforesaid
hereby declare as follows:

ARTICLE ONE

Section 1. No building, fence, wall, sign or other structure
shall be erected or maintained on said lots unless erected or maintained
in accordance with plans and specifications showing the nature, kind,
shape, type, material, color scheme and location of such structure,
which shall be submitted to Dean Bailey and Paul T. Bailey, their
successors, or assigns, and approval thereof endorsed thereon in writing.

Section 2. No building other than a single family dwelling house, including a garage for private use conforming architecturally to the residence shall be erected upon any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a single family dwelling house, nor any garage for other than private use.

A porch or porches, conforming architecturally to the residence, may be constructed after plans have been submitted and approval been given, in writing by Dean Bailey and Paul T. Bailey.

No alterations shall be made in the location, height, or exterior design of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from Dean Bailey and Paul T. Bailey. No addition to any residence or garage shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from Dean Bailey and Paul T. Bailey.

No fence, wall, or hedge shall be erected, permitted or maintained upon any building site, unless written approval has been obtained from Dean Bailey and Paul T. Bailey, complete plans and specifications therefor showing the nature, kind, shape, height, construction, materials and color scheme of any such fence or wall, as well as the location of such alterations, additions, or fence, wall or hedge on the building site, have been approved by Dean Bailey and Paul T. Bailey, as a permanent record.

Section 3. No building or other structure, or any part thereof,
shall be erected or maintained upon any part of the property in Heather Estates Plat II over or upon which easements for the installation and maintenance of public utilities, the installation and maintenance of a storm sewer are granted; said easements to exist as follows: A 5 foot continuous easement is granted along the rear of lots 25 through 44; a 5 foot continuous side line easement is granted from front to rear affecting lots 34 and 35.

Section 4. No animals, rabbits or poultry, nor any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Dean Bailey and Paul T. Bailey reserve 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, and not becoming a nuisance to the owners or inhabitants of HEATHER ESTATES PLAT II.

Section 5. No roadway leading from the street to any private garage shall be relocated unless plans and specifications therefor have been submitted to and approved by Dean Bailey and Paul T. Bailey.

Section 6. In all instances where plans and specifications are required to be submitted to and are approved by Dean Bailey and Paul T. Bailey, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than 12 residences in HEATHER ESTATES PLAT II, Dean Bailey and Paul T. Bailey may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Heather Estates Property Owners' Association" or a name similar thereto, and upon the formation of such Association, every Owner (meaning a full building site) shall
become a member therein, and each such owner, including Bailey Development Company and Bailey Enterprises, Inc. shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners, acting jointly shall be entitled to but one vote.

Section 2. The Association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable, for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Dean Bailey and Paul T. Bailey, in their discretion, may by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Dean Bailey and Paul T. Bailey, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Bailey Development Company and Bailey Enterprises, Inc. 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 Bailey Development Company and Bailey Enterprises, Inc., and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefit 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 as though the provisions of this Declaration were recited and stipulated at length.
in each and every deed of conveyance. The violation of any restrictions or condition, or the breach of any covenant or provision herein contained shall give Bailey Development Company and Bailey Enterprises, Inc. or their successors or assigns, or the Association, the rights: (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Bailey Development Company and Bailey Enterprises, Inc., or their successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Bailey Development and Bailey Enterprises, Inc. their successors or assigns, or by the Association.

Section 2. 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 supercede 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 or is sold under 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 of the restrictions, covenants, conditions,
agreements and other provisions of this Declaration.

Section 3. No restrictions imposed hereby shall be abrogated or
waived by any failure to enforce the provisions hereof, no matter how
many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed, or
of any provision hereof, or any part of such restriction or provision,
shall not impair or affect in any manner, the validity, enforcibility or
effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations
adopted by Bailey Development Company and Bailey Enterprises, Inc.
or by the Community Association acquiring the rights and benefit of
Dean Bailey and Paul T. Bailey shall be deemed a violation of this
Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein retained by Dean
Bailey and Paul T. Bailey shall be assignable to, and shall inure to
the benefit of their successors and assigns.

IN WITNESS WHEREOF, Bailey Development Company, by Richard
R. Daines, President and Bailey Enterprises, Inc. by Paul T. Bailey,
President, have caused this Declaration to be signed by Richard R.
Daines, President and Paul T. Bailey, President on the day and year
first above written.

Bailey Development Company,
By Richard R. Daines, President,
Bailey Enterprises, Inc.
By Paul T. Bailey, President.

Acknowledged July 10, 1956 by said Companies by said Officers
before a Notary Public, Lucas County, Ohio (Seal).

Received for record July 17, 1956 at 8:36 A.M., and recorded
in Volume 1802 of Mortgages, page 84.