HEATHER
ESTATES - PLAT 3

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ADOPTION OF HEATHER ESTATES PLAT III
and
DECLARATION OF RESTRICTIONS THEREFOR

WHEREAS, the Port Lawrence Title & Trust Company, Trustee, is the owner of all the lots in HEATHER ESTATES PLAT III, a Subdivision in Adams Township, Lucas County, Ohio, and

WHEREAS, the Port Lawrence Title & Trust Company, Trustee, is the owner of the following described real estate, situated in the County of Lucas, State of Ohio, viz:

Lots numbers 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, and 92

all in HEATHER ESTATES PLAT III, a Subdivision in Adams Township, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as "HEATHER ESTATES PLAT III" and,

WHEREAS, the Port Lawrence Title & Trust Company, Trustee, desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of HEATHER ESTATES PLAT III certain easements and rights in, over and to HEATHER ESTATES PLAT III and certain restrictions with respect to the use thereof:

NOW, THEREFORE, The Port Lawrence Title & Trust Company, Trustee, as the owner 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, his 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.
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. 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.

No fence, wall, or hedge shall be erected, permitted or maintained upon any building site, unless written approval has been obtained from Dean 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 to the location of such alterations, additions, or fence, wall or hedge on the building site, have been approved by Dean 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 III 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 five-foot continuous easement is granted along the rear of lots 45 thru 92.

Section 4. No animals, rabbits or poultry, nor any kind, character or species of foul or livestock shall be kept upon or maintained on any part of any lot or tract. Dean Bailey reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to constitute, and not becoming a nuisance to the owners or inhabitants of HEATHER ESTATES PLAT III.

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.

Section 6. In all instances where plans and specifications are required to be submitted to and are approved by Dean Bailey, if subsequent thereto shall there 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 twelve (12) residences in HEATHER ESTATES PLAT III, Dean Bailey may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HEATHER ESTATES PLAT III 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 Dean Bailey 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 2/3's 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 in his 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, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of The Port Lawrence Title & Trust Company, Trustee, 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 the Port Lawrence Title & Trust Company, Trustee, and the Association, created or reserved by this Declaration or by plat or 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 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
the Port Lawrence Title & Trust Company, Trustee, or their successors or assigns, or the Association, the right(s) (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate the removal, 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 the Port Lawrence Title and Trust Company, Trustee, or their successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty or in 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 the Port Lawrence Title & Trust Company, Trustee, 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 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 or is sold under foreclosure of any 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 the Port Lawrence Title & Trust Company, Trustee, or by the Community Association acquiring the rights and benefits of Dean 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 shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the Port Lawrence Title & Trust Company, Trustee, has caused this Declaration to be signed by its President and attested by its Secretary, at Toledo, Ohio, on this 15th day of January, 1958.

FORT LAWRENCE TITLE & TRUST COMPANY, TRUSTEE,

By J. Albert Laskey, President,

By W. B. Fehlhaber, Secretary.

Two witnesses.

Acknowledged January 15, 1958 by said Company, as Trustee, by said officers by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Received for record January 16, 1958 at 11:07 a.m., and recorded in Volume 1874 of Mortgages, page 484.