HEATHER
ESTATES

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
as to
HEATHER ESTATES

WHEREAS, certain restrictions, with respect to the use of the lots in HEATHER ESTATES, were set forth by the original owners of all of the lots in said Heather Estates, a Subdivision in Adams Township, Lucas County, Ohio; Port Lawrence Title & Trust Company, Trustees, by J. Albert Laskey, Vice-president, and attested to by M. B. Felhaber, Secretary, Dean Bailey and Dorothy F. Bailey, husband and wife, and Paul T. Bailey and Carolyn E. Bailey, husband and wife, all of whom signed before two witnesses and acknowledged the same before a Notary Public, all of which was done on the 27th day of July, 1955; and said restrictions were received for record on August 1, 1955 at 2:43 P.M., and recorded in Volume 1743 of Mortgages, page 442, Lucas County, Ohio records; and

WHEREAS, Paul T. Bailey and Dean Bailey, doing business as PAUL T. BAILEY COMPANY, Paul F. Wollenweber, Matilda S. Wollenweber, The E.A. Baker Realty Co., George C. Wollenweber, Ardis L. Wollenweber, Paul E. Bivens and Barbara Bivens, are "____" all the lots in Heather Estates, a Subdivision in Adams Township, Lucas County, Ohio; and

WHEREAS, the present owners of said lots are desirous of abrogating all of the present restrictions on said lots as certain of the present restrictions are inharmonious with the present owners' conception of what rights and restrictions should apply to the use thereof; and

WHEREAS, Paul T. Bailey and Dean Bailey, doing business as Paul T. Bailey Company, Paul F. Wollenweber, Matilda S. Wollenweber, the E. A. Baker Realty Co., George C. Wollenweber, Ardis L. Wollenweber, Paul E. Bivens and Barbara Bivens desire to establish for their own benefit and for the benefit of all future owners or occupant owners of all or any part of Heather Estates, certain easements and rights in, over and to Heather Estates, and certain restrictions with respect to the use thereof.

NOW THEREFORE, the PORT LAWRENCE TITLE & TRUST COMPANY covenants to the abrogation of all of the restrictions as the same were recorded in Volume 1743 of Mortgages, Page 442, Lucas County, Ohio records, and Paul T. Bailey and Dean Bailey, doing business as Paul T. Bailey Company, Paul F. Wollenweber, Matilda S. Wollenweber, the E. A. Baker Realty Co., George C. Wollenweber, Ardis L. Wollenweber, Paul E. Bivens and Barbara Bivens, as the owners, and for the benefit aforesaid, hereby mutually agree to the abrogation of all existing restrictions as recorded in Volume 1743 of Mortgages, page 442, Lucas County, Ohio records, and 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, d/b/a, PAUL T. BAILEY COMPANY, its 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, d/b/a, PAUL T. BAILEY COMPANY.

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, d/b/a, PAUL T. BAILEY COMPANY.

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, d/b/a, PAUL T. BAILEY COMPANY.

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, d/b/a PAUL T. BAILEY COMPANY, complete plans and specifications thereof 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, d/b/a, PAUL T. BAILEY COMPANY, 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 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 1 through 24; a 5 foot continuous side line easement is granted from front to rear effecting lots 1, 12, 13 and 24.

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, d/b/a, PAUL T. BAILEY COMPANY 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 become, and not becoming a nuisance to the owners or inhabitants of HEATHER ESTATES.

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, d/b/a, PAUL T. BAILEY COMPANY.

Section 6. No grantee or successor in title shall subdivide or convey less than the whole of any lot. However, a parcel greater than 50 feet, made up of one or more parts of lots may be conveyed.
Section 7. In all instances where plans and specifications are required to be submitted to and are approved by Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, 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, Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY 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 Owners (meaning a full building site) shall become a member therein, and each such Owner, including Dean Bailey and Paul T. Bailey, d/b/a PAUL T. BAILEY COMPANY, 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 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 and 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, d/b/a, PAUL T. BAILEY COMPANY, in its 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, d/b/a, PAUL T. BAILEY COMPANY, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, 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 Dean Bailey and Paul T. Bailey, d/b/a PAUL T. BAILEY COMPANY, and the Association, created or reserved by this Declaration or by Plat or deed restrictions herefore 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, 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 DEAN BAILEY and PAUL T. BAILEY, d/b/a PAUL T. BAILEY COMPANY, or its 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
Dean Bailey and Paul T. Bailey, d/b/a PAUL T. BAILEY COMPANY, or its successors and 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 Dean Bailey and Paul T. Bailey, d/b/a PAUL T. BAILEY COMPANY, its 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, agreement, 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 Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, or by the Community Association acquiring the rights and benefits of Dean Bailey and Paul T. Bailey, d/b/a PAUL T. BAILEY COMPANY, 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, d/b/a, PAUL T. BAILEY COMPANY 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, and PAUL T. BAILEY and DEAN BAILEY, partners, d/b/a, PAUL T. BAILEY COMPANY, DOROTHY P. BAILEY, wife of Dean Bailey, CAROLYN E. BAILEY, wife of Paul T. Bailey, PAUL F. WOLLENWEBER and MATILDA S. WOLLENWEBER, husband and wife, E. A. Baker Realty Co., by its President, GEORGE C. WOLLENWEBER and ARDIS L. WOLLENWEBER, husband and wife, and PAUL E. BIVENS and BARBARA BIVENS, husband and wife, have hereunto set their hands this 6th day of January, 1956.

Signed by PORT LAWRENCE TITLE & TRUST COMPANY, Trustee, by George C. Bryce, President, Attest: M. B. Fehlhaber, Secretary, PAUL T. BAILEY COMPANY, by Paul T. Bailey, Dean Bailey, Carolyn E. Bailey,
Dorothy F. Bailey, Paul F. Wollenweber, Matilda S. Wollenweber, E. A. BAKER REALTY CO., by Norman H. Brandt, Secretary, George C. Wollenweber, Ardis E. Wollenweber, Paul E. Bivens and Barbara Bivens.

Two witnesses, as to each signature.

Acknowledged by all of above parties on January 6th and 9th, 1956 before a Notary Public, Lucas County, Ohio (seal).

Received for record January 9, 1956 and recorded in Volume 1772 of Mortgages, pages 59 to 65 inclusive.
DECLARATION OF RESTRICTIONS
AS TO
HEATHER ESTATES.

WHEREAS, the Port Lawrence Title & Trust Company, Trustee and Paul T. Bailey and Dean Bailey are the owners of all the lots in HEATHER ESTATES, a Subdivision in Adams Township, Lucas County, Ohio, and

WHEREAS, the Port Lawrence Title & Trust Company, Trustee, Paul T. Bailey and Dean Bailey desire to establish for its own benefit and for the benefit of all future owners and occupants of said lots, certain rights and restrictions as to said lots with respect to the use thereof, excepting Lot No. 24 to which none of the restrictions herein set forth shall apply in any manner.

NOW THEREFORE, the Port Lawrence Title & Trust Company, Trustee, Paul T. Bailey and Dean Bailey, as the owners and for the benefit aforesaid, hereby declares as follows:
ARTICLE ONE

Section 1: No building, fence, wall, sign, or other structure shall be erected or maintained on any of said lots unless erected in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, and location of such structure, and which plans and specifications have been submitted to, and the written approval of the same endorsed thereon in writing by the BAILEY DEVELOPMENT COMPANY, an Ohio Corporation, unless and until the rights and authority herein granted to said BAILEY DEVELOPMENT COMPANY have been assigned by it as hereinafter provided, which assignment when made shall be deemed to include not only all rights granted to the BAILEY DEVELOPMENT COMPANY in this Section 1 of ARTICLE ONE, but also all rights and authority granted in all other Sections and Articles of this Declaration.

References to BAILEY DEVELOPMENT COMPANY herein made shall be deemed to include the successors and assigns of said company as though such inclusion were specifically set forth herein in each place where said name occurs.

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 BAILEY DEVELOPMENT COMPANY.

No alterations shall be made in the location, height or exterior design or color 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 Bailey Development Company. 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 BAILEY DEVELOPMENT COMPANY.

No fence, wall, or hedge shall be erected, permitted or maintained upon any building site unless written approval has been obtained from BAILEY DEVELOPMENT COMPANY, and complete plans and specifications therefore showing the nature, kind, shape, height, construction, materials and color scheme of any such fence or wall, as well as the location of such alteration, additions, or fence, wall or hedge on the building site, have been approved in writing, by BAILEY DEVELOPMENT COMPANY.

Section 3 No building or other structure, or any part thereof, shall be erected or maintained upon any part of any of said lots over or upon which easements for the installation and maintenance of public utilities or the installation and maintenance of a storm sewer are granted.

Section 4 The right is hereby given to any public utility company to go upon the property from time to time to install and maintain its equipment and the further right to trim trees or shrubbery which may interfere with the successful operation of its equipment.

Section 5 No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit altruism exploration or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of said lots on which a residence has been erected, or upon any such residence or other structure on such lot, without first obtaining the written consent of BAILEY DEVELOPMENT COMPANY.

Section 6 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. THE BAILEY DEVELOPMENT
COMPANY is granted the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, so as to prevent such from becoming a nuisance to the owners or inhabitants of HEATHER ESTATES.

Section 7. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards. No laundry shall be hung for drying on Sundays or other legal holidays. 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 8. All rubbish and debris, combustible or non-combustible, and all garbage shall be stored and disposed of in accordance with regulations if any, established therefor by BAILEY DEVELOPMENT COMPANY.

Section 9. 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 BAILEY DEVELOPMENT COMPANY.

Section 10. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of BAILEY DEVELOPMENT COMPANY.

Section 11. In all instances where plans and specifications are required to be submitted to and are approved by BAILEY DEVELOPMENT COMPANY 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 BAILEY DEVELOPMENT COMPANY 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, said corporation being
hereinafter referred to as the "Association", and upon the
formation of such Association, every Owner (meaning the owner
of a full building site) may become a member therein, and each such
owner, including BAILEY DEVELOPMENT COMPANY, 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 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. BAILEY DEVELOPMENT COMPANY, in its 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 Bailey Development Company,
which said assignment shall be recorded in the office of the Recorder
of Deeds of Lucas County, Ohio.

ARTICLE THREE.

Section 1. Each grantee of any of the lots in said Subdivision,
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 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 of
any interest therein, 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 BAILEY DEVELOPMENT COMPANY, or its successors or assigns, or the Association, the right: (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, or its 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 COMPANY, its successors or assigns, or by the Association, or by any owner of any of said lots.

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 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 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 5. Before the formation of any Association, as hereinabove in Article Two provided for, BAILEY DEVELOPMENT COMPANY, shall have the right to change, or modify the restrictions and covenants herein contained (except Section 3 of Article One hereof) by first obtaining the consent of the owners of 2/3 of all the lots hereindescribed.

Section 6. The Association may, at any time within 5 years from the date of its formation, change, modify or rescind any of the foregoing restrictions (except Section 3 of Article One hereof) by first obtaining the consent of BAILEY DEVELOPMENT COMPANY to do so and the consent of 2/3 of its members evidenced by an instrument in writing signed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Lucas County, Ohio; and the foregoing restrictions may be changed, modified or rescinded at any time after 5 years from the date of formation of said Association by an instrument in writing signed and acknowledged by 2/3 of its members and recorded as aforesaid.

Section 7. A violation of any of the rules and regulations adopted by BAILEY DEVELOPMENT COMPANY, or by the Association, acquiring the rights and benefits of BAILEY DEVELOPMENT COMPANY, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein granted to BAILEY DEVELOPMENT COMPANY 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 Vice President and attested by its Secretary, and Dean Bailey and Dorothy F. Bailey, husband and wife, and Paul T. Bailey and Carolyn E. Bailey, husband and wife, hereunto set their hands this 27th day of July, 1955.

Signed. PORT LAWRENCE TITLE & TRUST COMPANY, TRUSTEE,

By J. Albert Laskey, Vice-President,

Attest. W.B. Fehlhaber, Secretary.

Dean Bailey,
Dorothy F. Bailey,
Paul T. Bailey,
Carolyn E. Bailey.

Two witnesses.

Acknowledged July 27, 1955 by the Port Lawrence Title & Trust Company, Trustee, by said officers, by authority of its Board of Directors before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged July 27, 1955 by said Dean Bailey and Dorothy F. Bailey, husband and wife and Paul T. Bailey and Carolyn E. Bailey, husband and wife, before a Notary Public, Lucas County, Ohio (Seal).

Received for record August 1, 1955 at 2:43 P.M., and recorded in Volume 1743 of Mortgages, page 442.
On January 9, 1956 at 2:37 p.m. and recorded in Volume 1772 of Mortgages, page 65, there was filed in the Recorder's office a Declaration of Restrictions as to all the lots in Heather Estates 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, d/b/a, PAUL T. BAILEY COMPANY, its 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, d/b/a, PAUL T. BAILEY COMPANY.

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, d/b/a, PAUL T. BAILEY COMPANY. 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, d/b/a, PAUL T. BAILEY COMPANY.

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, d/b/a, PAUL T. BAILEY COMPANY, complete plans and specifications therefore 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, d/b/a, PAUL T. BAILEY COMPANY, 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 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 (5) foot continuous easement is granted along the rear of Lots One (1) through Twenty-four (24); a five (5) foot continuous side line easement is granted from front to rear effecting Lots One (1), Twelve (12), Thirteen (13) and Twenty-four (24).

Section 2. 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, d/b/a, PAUL T. BAILEY COMPANY 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 become, and not becoming a nuisance to the owners or inhabitants of HEATHER ESTATES.

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, d/b/a, PAUL T. BAILEY COMPANY.

Section 6. No grantee or successor in title shall subdivide or convey less than the whole of any lot. However, a parcel greater than fifty (50) feet, made up of one or more parts of lots may be conveyed.

Section 7. In all instances where plans and specifications are required to be submitted to and are approved by Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, 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 twelve (12) residences in HEATHER ESTATES, Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY 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 Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, 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 two-thirds (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, d/b/a, PAUL T. BAILEY COMPANY, in its dis-
cretion, 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, d/b/a, PAUL T. BAILEY COMPANY, which said
assignment shall be recorded in the office of the Recorder of Deeds of Lucas County,
Ohio.

ARTICLE THREE

Section 1. Each grantee of Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY,
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 Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, 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 of any interest therein, 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 provi-
sion herein contained shall give DEAN BAILEY and PAUL T. BAILEY, d/b/a, PAUL T. BAILEY
COMPANY, or its 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 struc-
ture, thing or condition that may exist thereon contrary to the intent and meaning of
the provisions hereof; and Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COM-
PANY, or its 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 Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, its 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 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 of 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 Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, or by the Community Association acquiring the rights and benefits of Dean Bailey and Paul T. Bailey, d/b/a, PAUL T. BAILEY COMPANY, 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, d/b/a, PAUL T. BAILEY COMPANY shall be assignable to, and shall inure to the benefit of its successors and assigns.