HEATHER DOWNS

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DECLARATION OF RESTRICTIONS AFFECTING CERTAIN LOTS IN
HEATHER DOWNS ADDITION IN ADAMS TOWNSHIP, LUCAS COUNTY,
OHIO.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Great Lakes
Housing, Inc., of Toledo, Ohio, the owner of the following parcels of real
estate:

Lots numbers 6, 9, 10, 11, 12, 15, 37, 61 to 66 both inclusive; 68, 73, 79
to 86, both inclusive; 93, 98, 100, 102, 105 to 115, both inclusive; 121,
122, 124, 128, 129, 132, 133, 134, 138, 140, 145 to 153, both inclusive;
155, 157, 159, 160, 162, 163, 164, 167, 168, 173, 175, 177, 179, 180, 183,
185, 186, 190 to 196 both inclusive; 198, 201, 204, 205, 209 to 214, both
inclusive; 217, 218, 225, 226, 235, 247, 253, 254, 256, 257, 258, 262,
267, 272, 275, 276, 280 to 283 both inclusive; 287 to 290 both inclusive;
293, 294, 295, 298, 302, 304 to 307 both inclusive; 309, 310, 316 to 318
both inclusive; 320, 321, 328, 329, 333, 339, 340, 342, 343, 346 to 349
both inclusive; 353, 354, 357, 358, 359, 362, 367, 369 to 373 both inclu-
sive; 383 to 386 both inclusive; 388 to 393 both inclusive; 396, 398, 402,
403, 405, 411, 412, 415, 416, 418 to 421 both inclusive; 426 to 431
both inclusive; 439, 440, 442, 449, 450, 454, 457, 458, 466, 469, 474 to
478 both inclusive; 480, 481, 483, 484, 486, 487 to 491 both inclusive;
493, 495, 496, 497, 500 to 512 both inclusive; 498, 511, 515, 517 to 532
both inclusive; 531, 535, 540, 541, 550, 554, 555, 558, 559, 560, 562, 565,
567, 572, 573, 574, 580 to 597 both inclusive; 598, 599, 613, 614, 628 to
638 both inclusive; 640, 658 to 665 both inclusive; 688 to 699 both inclu-
sive; 701 to 706 both inclusive; 709, 711, 713, 714, 715, 718 in HEATHER
DOWNS ADDITION IN ADAMS TOWNSHIP, LUCAS COUNTY, OHIO,

does hereby declare, covenant and agree that each of said lots so owned
by it, shall hereafter be held, sold and conveyed by it until June 1, 1975,
subject to the following restrictions, conditions, covenants and agree-
ments, which shall be binding on each of said lots and on the successive
owners thereof, their successors, heirs or assigns until June 1, 1975.

1. All lots shall be known and described as residential lots, and
shall be used for residence purposes only. No building of any kind shall
be placed thereon except residence buildings and the necessary and proper
outbuildings to be used in connection therewith. Not more than one
residence shall be built upon any lot. No residence shall be built
which is designed to be occupied by more than two families. Any resi-
dence to be occupied by two families shall be of such exterior architec-
tural design as to conform to the appearance of a residence for but one
family.
2. The minimum distance from the front lot line at which buildings shall be erected on said lots shall be as shown by the building line on the recorded plat of Heather Downs, and no building shall be erected nearer than 5 feet to any side line. The side line restrictions shall not apply to a garage located in the rear of the lot except that on corner lots no structure shall be permitted nearer than 10 feet to the side street line. No earth, sod or gravel shall be removed from said lots except such as may be necessary to be removed in building thereon in accordance with the terms and restrictions herein contained.

3. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot herein known and described as a residential lot.

4. No building or other structure shall be erected, moved, or maintained on any lot unless erected, moved or maintained in accordance with the plans and specifications showing nature, kind, shape, type, material, color scheme and location of said structure which shall be submitted to the Great Lakes Housing, Inc., its successors or assigns, and approval thereof shall be endorsed thereon in writing. In requiring the submission of plans and specifications as herein set forth, the grantor herein has in mind the development of Heather Downs as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any plans and specifications so submitted, the grantor herein may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot upon which it is proposed to be erected or made, and such other matters and considerations as the grantor herein may deem to be to the interest and benefit of the owners of the lots in Heather Downs, as a whole, with reference to said plan of development; and any determination made by the grantor herein in good faith shall be binding upon all parties in interest.
5. No basement, garage nor any structure other than as permitted here-inabove, shall at any time be used as a residence temporarily or permanently, nor shall any residence or a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

6. There shall not be erected, permitted or maintained on said lots any stable, cattle yard, hog pen, fowl yard, or house, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, cattle or other live stock or any noxious, dangerous or offensive thing, whether of the character of those hereinbefore enumerated or not, be permitted or maintained thereon.

7. No signs of any character shall be erected, pasted, posted or otherwise displayed on or about any lot, without the written permission of Great Lakes Housing, Inc., their successors or assigns, who shall have the right in their discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

8. A perpetual easement is reserved over the rear thirty feet of lots 691 to 699, inclusive; 701 to 706, inclusive, 709, 711, 713, 714, 715, 718 for utility installation and maintenance, and a perpetual easement is reserved over the rear two feet of each of the other lots for utility installation and maintenance.


10. The minimum cost of a residence to be built on said lots shall be as follows:

(a) All lots fronting on Heather Downs Boulevard, $7,500.00.

(b) All lots fronting on Winston and Ravenwood Boulevards, $6,000.00.

(c) All lots fronting on Strathmoor Avenue, Craigmoor Avenue and Royal Haven Road, $5,000.00.

(d) All lots fronting in Muirfield, Glencairn, Maeterlinck, Meadowlark, Tarkington, Richwood Avenues and Schneider Road, $4,000.00.
(e) Lots fronting on Glanzman Road, $4,500.00.

11. The covenants and restrictions hereinabove shall run with the land and shall be binding on each and every person who shall thereafter become the owner of any interest in and to the within described property or any part thereof until June 1, 1975, at which time said covenants and restrictions herein contained, or any portion thereof, may be extended for a further ten-year period and for successive ten-year periods thereafter on the written approval or agreement of two-thirds of the property owners in said Heather Downs.

12. Any violation, or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lots in said Heather Downs may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

13. If any of the covenants or restrictions hereinabove are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, Great Lakes Housing, Inc., has caused these Presents to be executed by its President and Secretary this 13th day of November, 1945.

GREAT LAKES HOUSING, INC.

BY "John F. Coble" President

BY "Maye L. Coble" Secretary

Two witnesses.

Acknowledged November 13th, 1945, before Jack DuShane, Notary Public, Lucas County Ohio. Seal.

Received for record February 11, 1946, at 3:55 p.m. and recorded in Volume 1288 of Mortgages Page 107.
NO. 377721

KNOW ALL MEN BY THESE PRESENTS: That, The Heather Downs Realty Company, a corporation organized and existing under the laws of the State of Ohio in consideration of One Dollar ($1.00) and other valuable considerations to it paid by Vincent L. Tomaszewski of Toledo, Ohio the receipt whereof is hereby acknowledged, does hereby Bargain, Sell and Convey to the said Vincent L. Tomaszewski, his heirs, 'successors' and assigns forever, the following described real estate, viz.:

Lot Number Five Hundred Forty-four (544) in Heather Downs, a Subdivision, in Adams Township, Lucas County, Ohio together with the privileges and appurtenances to the same belonging.

This conveyance is made subject to the following conditions and restrictions:

a. No intoxicating liquors shall ever be sold upon any part thereof.

b. No earth, soil or gravel shall be removed from said lot except such as may be necessarily removed in building thereon in accordance with the terms and restrictions herein contained.

c. The lot or lots herein agreed to be sold and conveyed together with all other lots in said subdivision excepting lots numbers 666 to 669 inclusive and 720 to 735 inclusive, are restricted to be used for residence purposes exclusively and only residences and private garages shall be built thereon and no building of any kind shall be placed thereon except residence buildings and private garages and necessary and proper out buildings for use in connection therewith, and there shall not be erected, permitted or maintained in said subdivision any stables, cattle yard, hog pen, fowl yard or house, nor shall any live poultry, hogs, cattle or other live stock or any noxious dangerous or offensive thing, whether or not of the character heretofore enumerated be permitted. Not more than one residence shall be built or permitted on any lot and no residence shall be built which is designed to be occupied by more than two families and any residence to be occupied by two families, shall be of such exterior Architectural design as to conform to the appearance of a residence for but one family only. Lots numbers 666 to 669 inclusive and 720 to 735 inclusive may be used by the seller, his heirs, successors or assigns, for commercial purposes. Lots numbers 694 to 725 inclusive and lots 737 and 738 are subject to the easements heretofore granted by the seller to the Toledo Edison Company, its successors or assigns, over the East thirty (30) feet thereof recorded in Volume "A" of the record of Deeds, page "A" Lucas County, Ohio Records.

d. The seller also reserves to itself, its successors and assigns the right for a period of five (5) years hereafter to apply or petition for the installation of sewer, gas, water and water mains, pavement, and electric lights for street and residence use, and so for the use of the property herein described, and the purchaser agrees that the cost thereof shall be assessed against said property.

In order to avoid the setting of poles and stringing of wires in the streets of said Heather Downs, The Heather Downs Realty Company reserve the right to grant to such public utilities corporations as it shall deem best, the right to occupy the rear two feet of all lots in said Heather Downs for the purpose of setting poles, stringing wires and placing other apparatus and appliances thereon for the purpose of furnishing to the residents of said Heather Downs electricity for light, heat and power purposes, telephone service, and any other convenience of service as may by said The Heather Downs Realty Company be deemed beneficial to the owners of lots in said Heather Downs as a whole.

e. The minimum cost of all residences to be built upon lots in said Heather Downs excluding from said cost interior decorations, and chandeliers, shall be as follows:
Lot No. 1, Block No. 5, Section No. 1, the cost must be at least Seventy-five Hundred Dollars ($7,500.00). On lots fronting on Winston Boulevard and Riverside Boulevard, the cost must be at least Six Thousand Dollars ($6,000.00), on Strathmore, Gregmore and Royal Haven Avenues, the cost must be at least Five Thousand Dollars ($5,000.00), and on Maurefield Avenue, Yarmouth Road, Glencarlin Avenue, Westerly and Meadowlark, Tarkington and Richwood Avenues, the cost must be at least Four Thousand Dollars ($4,000.00), and on Glencarlin the cost must be at least Four Thousand Five Hundred Dollars ($4,500.00). The plans and specifications of any house erected on any lot in Heather Downs Addition must be submitted to the seller for approval in writing.

f. No building or any part thereof shall be erected or maintained closer to any street than the building line marked and designated upon the record plat of said "Heather Downs." No porch or veranda shall be built upon any residence so that the same shall extend more than the (10) feet beyond the minimum building line hereinabove established.

g. On all multi-story buildings erected on lots to be used for commercial purposes, the buildings or structures so erected shall be of fire-proof or composition construction. The plans and specifications for which together with the plat showing their location with reference to lot lines, shall be submitted to The Heather Downs Realty Company for its written acceptance and approval.

h. Except as hereinbefore provided, the above restrictions shall be and remain in effect and shall be binding upon each and every purchaser of lots in the said Heather Downs and their successors, heirs and assigns for the period of twenty-five (25) years from June 1, 1924.

i. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto except only as hereinabove restricted.

j. No sale signs shall be placed on any lot in Heather Downs Addition. The seller reserving the right to remove any sign that may be placed on the property.

TO HAVE AND TO HOLD the same to the said Vincent L. Tomaszewski, his heirs, successors, and assigns forever it hereby covenant that the title so conveyed is clear, free and unimpaired, and that it will warrant and defend the same against all claims whatsoever, except taxes and assessments now and hereafter due and payable. (It is here- by understood and agreed that all assessments against said premises for sidewalks, sanitary sewer, water and water-bound macadam road on Glencarlin Avenue will be paid for by said seller.)

IN WITNESS WHEREOF the said The Heather Downs Realty Company, by resolution duly adopted by its Board of Directors, has heretofore caused its corporate name and seal to be signed and affixed by Roy R. Blair its President, and L. D. Gotehall its Secretary, and these presents to be subscribed by its said President and said Secretary this 30th day of August 1926.

Signed, acknowledged and delivered in the presence of

E. T. Clark
L. Martin Courtney

State of Ohio, SS:
Lucas County, SS: BE IT REMEMBERED, That on the 30th day of August 1926 before me, the subscriber, a Notary Public within and for said County, personally came The Heather Downs Realty Company by Roy R. Blair its President and L. D. Gotehall its Secretary, who are personally known to me, the grantor in the above conveyance, and acknowledged the signing and sealing thereof to be its and their

THE HEATHER DOWNS REALTY COMPANY

By Roy R. Blair President
By L. D. Gotehall Secretary

(THE HEATHER DOWNS)
(THE HEATHER DOWNS)
REALTY COMPANY
CORPORATE SEAL
(TOLEDO, OHIO)
voluntary act and deed, for the purposes therein mentioned. And the said Roy R. Blair
and L. B. Gotschal being by me duly sworn, said that they are respectively the President
and Secretary of said Company; that the name and seal signed and affixed to the above
instrument is known to them to be the name and seal of said Company; that they were signed
and affixed by order of the board of Directors of said Corporation, and that they, and
each of them, signed his name thereto by like order as President and Secretary thereof.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official
seal on the day and year last aforesaid.

E. E. Clark
Notary Public, Lucas County, Ohio

Transferred Sept. 20, 1926, Geo. A. Kratt, County Auditor, O. E. E.
Received for Record Sept. 20, 1926, at 12:37 P. M.
Recorded Sept. 25, 1926.

Harry H. Curtis Recorder.

NO. 377734
1. DEED 1:

KNOW ALL MEN BY THESE PRESENTS: That The Commerce Guardian Trust & Savings Bank,
an Ohio Corporation, of Toledo, Ohio, as Trustee, in consideration of One Dollar ($1.00)
and other good and valuable considerations, to be paid by James Burten Shepler the re-
ceipt whereof is hereby acknowledged, does hereby Bargain, Sell and Convey to the said
James Burten Shepler his heirs and assigns forever, the following real estate, viz:
Lots Numbered Ninety Five (95) and Ninety Six (96) in Haven Park, an Addition in
Springfield Township, Lucas County, Ohio.

Restrictions
1. Prior to January 1st., 1940, all lots in said addition, except lots Seventy
Five (75) and One Hundred Eighteen (118) shall be used for residence purposes only.
2. Prior to January 1st., 1940, the premises herein conveyed shall not be occup-
ied by any person of any other race than those of pure Caucasian or white blood, and
the selling or bartering of any intoxicating liquors is strictly prohibited.
3. Prior to January 1st., 1940, no dwelling house shall be erected or moved upon
said premises which shall cost less than Twenty-five Hundred Dollars ($2500.00) and it
is understood that the outbuildings including garages shall be of neat appearance, well
painted and of new material.
4. Prior to January 1st., 1940, no dwelling house shall be placed nearer than
Thirty (30) feet from the front line, excepting open porches. On corner lots dwellings
must be set in Ten (10) feet from the street side line, excepting open porches. Garages