HEATHERWAY
PLATS 1-2

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

WHEREAS, S & P Homes, Inc., an Ohio Corporation, hereinafter called "Owner", is the owner in fee simple of the following described real estate:

Lots Numbers One (1) to Sixty-one (61), both inclusive, in HEATHERWAY, PLATS ONE (1) and TWO (2), a SUBDIVISION in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, said Owner desires to establish a general plan for the development of said Heatherway, Plats 1 and 2, and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW, THEREFORE, said Owner, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, does, for itself, its successors and assigns, hereby declare, covenant, and stipulate that all lots as numbered above shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions, which restrictions supersede any and all other restrictions heretofore enforced on said property by any other instrument;

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner and all persons claiming under or through them until the 1st day of January, 1975, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by the then owners of a majority of the lots numbered above it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and
shall be effective and operative to effect such change from and after the
termination of such successive period as follows the date of the filing
thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein
by judgment or Court Order or by act of the owners as provided in (1) above
shall in no wise effect any of the other provisions contained in this
Declaration of Restrictions, which shall remain in full force and effect.

3. No liquor, whether spirituous, vinous or fermented, shall be
sold or be allowed to be sold on said premises.

4. Said premises shall not be used or be permitted to be used for
any business purposes or purpose, and no noxious, or offensive activity shall
be carried on upon any part of said premises, nor shall anything be done
thereon which may be or become an annoyance or nuisance to the owners of
adjacent property.

5. All of the above numbered lots in Heatherway, Plats One (1)
and Two (2) shall be described and known as residential lots, except Lots
Numbers Twelve (12), Thirteen (13) and Fourteen (14); and no structure shall
be placed on any such residential lot other than one single family dwelling
and a private garage of not more than two car capacity which must be made an
integral part of the main residence structure.

6. No building, structure or basement shall be erected, placed or
altered on any such residential lot numbered above until the building plans
and specifications and a plot plan showing the location of such building have
been approved in writing by S & P Homes, Inc., as to the architectural design,
size, quality and cost of such building and as to its location with respect
to topography and finished ground elevation. No porch or structural change
shall be made unless approved in writing by S & P Homes, Inc., such approval
shall be required for a period of five (5) years from the date hereof.
7. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat or nearer than eight (8) feet to the side lot line of any of said lots.

8. No more than one single family dwelling shall be erected on any one lot but nothing herein contained shall be construed to prevent the purchase of two (2) adjoining lots by a single owner and erection of a single residence on or about the center of the parcel created by the joining of the two lots.

9. Other than two (2) dogs, two (2) house cats and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited on said lots.

10. Said premises shall not be used for any mercantile, manufacturing, storage or business purpose, nor same be used for a boarding house, rooming house, public or private hospital or for any infirmary purposes, said premises being herein expressly restricted to single family residential purposes only.

11. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period a building is being erected upon any such lot, building materials may be stored thereon. However, any building material not incorporated in said building within ninety (90) days after its delivery to such lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning of construction.

12. No trash burner, outdoor fireplace or other device expelling gases shall be placed within twenty (20) feet of any line of adjoining lots.

13. No portion of any lot between the building line as shown on the plat and any road, avenue or street, exclusive of porches, shall be used
for any purpose other than that of lawn or shrubbery, and no fence shall be 
built between the building line and the street line, as shown on the plat.

11. No ornamental fence, hedge or wall shall exceed four (4) feet in height.

15. No weeds, underbrush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.

16. No sod, dirt or gravel, other than that incident to construction of permitted structures, shall be removed from said premises without the approval of S & P Homes, Inc.

17. Any tent, house car, trailer or other similar housing device if stored on said premises shall be housed within a garage building.

18. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

IN WITNESS WHEREOF, the said S & P Homes, Inc., has hereunto set its hand this 8th day of May 1961.

Signed by S & P Homes, Inc., by Harvey P. Steinbauer, President and Karl J. Pankratz, Secretary.

Two witnesses.

Acknowledged May 8, 1961 by said Corporation, by said officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 8, 1961 at 12:45 P.M., and recorded in Volume 2006 of Mortgages, page 375.
-: AMENDMENT OF RESTRICTIONS :-

Whereas, the undersigned, hereinafter called owners, are the owners in fee simple of the following described real estate:

Lots number 1 to 61 both inclusive, in Heatherway, Plats 1 and 2, a Subdivision in the City of Toledo, Lucas County, Ohio.

And whereas said owners desire to amend the restrictions now affecting said lots, which restrictions are recorded in Volume 2008 of Mortgages, page 375, in order to enhance the value of said lots and to permit better use thereof.

Now therefore, said restrictions are hereby amended by eliminating and deleting from said restrictions, paragraph 7 thereof, and inserting in lieu thereof, the following restriction:

"No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line than the minimum building setback shown on the recorded plat or nearer to the side lot line of any lot than permitted by the Building Codes of the City of Toledo."

In Witness Whereof, the undersigned, Owners have hereunto set their hands this 10th day of July, 1961.

Signed by S and P Homes, Inc., owner of premises in question, and other owners of other lots.