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 and P HOMES, INC., an Ohio Corporation, and GLANZMAN LUMBER & BUILDERS SUPPLY, INC., an Ohio Corporation, hereinafter called "OWNERS", are the owners in fee simple of the following described real estate:

Lots Numbers 62 to 92, both inclusive, in HEATHERWAY, PLAT 3, and Lots Numbers 93 to 120, both inclusive, in HEATHERWAY, PLAT 4, a SUBDIVISION in the CITY of TOLEDO, LUCAS COUNTY, OHIO.

WHEREAS, said Owners desire to establish a general plan for the development of said Heatherway, Plats 3 and 4, 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 Owners, in consideration of the enhancement in value of said property by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns, hereby declare, covenant, and stipulate that all lots as numbered above shall hereafter be conveyed by them, their 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 Owners 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 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, venous 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 any annoyance or nuisance to the owners of adjacent property.

5. All of the above numbered lots in Heatherway, Plats 3 and 4, shall be described as and known as residential lots 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 and 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 and P Homes, Inc. such approval shall be required for a period of 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 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 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 2 dogs, 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 90 days after its delivery to such lot shall be removed therefrom. Structures must be completed by an owner within 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 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.

14. No ornamental fence, hedge or wall shall exceed 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 and P Homes, Inc.

17. Any tent, housecar, 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 and P Homes, Inc., and Glanzman Lumber and Builders Supply, Inc., have hereunto set their hands this 23rd day of March, 1962.
Signed by S and P Homes, Inc., by Harvey F. Steinbauer, President and Karl J. Pankratz, Secretary; and Glanzman Lumber & Builders Supply, Inc., by Lois Steinbauer, President, and Mary Ann Steinbauer, Secretary.

Two witnesses.

Acknowledged March 23, 1962 by said corporations, by said officers, by authority of their Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 23, 1962 at 1:30 P.M., and recorded in Volume 2038 of Mortgages, page 482.

AMENDMENT TO RESTRICTIONS

WHEREAS, on March 23, 1962, a Declaration of Restrictions was filed with the Recorder of Lucas County, Ohio, and thereafter recorded in Volume 2038 Page 482 of Mortgages, covering the following described real estate:-

Lots numbers 62 to 92, both inclusive, in Heatherway, Plat 3, a Subdivision in the City of Toledo, Lucas County, Ohio.

AND WHEREAS, the undersigned, being the owners of all the lots in said Heatherway Plat 3, desire to amend said restrictions.

NOW, THEREFORE, said restrictions are hereby amended by deleting paragraph 7 thereof and substituting in lieu thereof the following:-

No building or any part thereof shall be erected or maintained on said lots nearer to the front lot line than the minimum building setback lines shown on the recorded plat or nearer than 6 feet to the side lot line of any of said lots, or such distance as required by the Building Code of the City of Toledo, whichever is greater.

IN WITNESS WHEREOF, the undersigned, being the owners of the lots set forth after their names, have hereunto set their hands this 15th day of May, 1962.

Signed by

Acknowledged May 15, 1962 before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 16, 1962 at 12:43 P.M., and recorded in Volume 2043 of Mortgages, page 310.