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 FOR
HEATHERWYCK PLAT ONE,
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by HEATHERWYCK
ASSOCIATES, a partnership, this 26th day of August,
1977;

WITNESSETH:

WHEREAS, Heatherwyck Associates, a partnership, is the
owner of the following described real estate, situated in the City
of Toledo, Lucas County, Ohio, viz:

Lots numbers one (1) to thirty (30), inclusive,
in Heatherwyck Plat One, a Subdivision in the
City of Toledo, Lucas County, Ohio.

WHEREAS, Heatherwyck Associates, as owner, does desire
to establish a general plan for the development of Heatherwyck
Plat One, and which will be for its benefit and the benefit of all
future owners or occupants of all or any part of said premises,
of any lot, lots or part thereof, located and situated in Heather-
wyck Plat One, and in order to perpetuate such Subdivision as an
architecturally harmonious, and desirable district, and to continue
to maintain this general plan as originally made effective upon
the platting of said Subdivision;

NOW, THEREFORE, Heatherwyck Associates in consideration
of further enhancement in value of said property and of the benefits
accruing to the future owners of said lots, and for the mutual
benefit and protection of each present and future owner or any in-
terest in and to any lot or part thereof in Heatherwyck Plat One,
and by reason of the adoption of the Restrictions hereinafter
set forth, does for itself, and its successors and assigns, hereby
declares and stipulates that said lots shall be conveyed subject to
the Restrictions hereinafter declared and that the same shall run
with the land.

Section 1 - Duration of Restrictions. These covenants
and restrictions shall bind and run with the land and shall be
binding upon said owner and all persons claiming under or through
it, said owner and/or mortgagors, until twenty-five (25) years from
the date hereof, at which time said covenants and restrictions shall
be automatically extended for successive periods of ten (10) years
unless by then owners of a majority of the lots in Heatherwyck Plat
One agree to change said restrictions and covenants in whole or
part. Such changes shall be by instrument setting forth said changes and signed, witnessed and acknowledged by at least the then owners of a majority of said lots, which instrument shall be recorded in the Office of 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.

Section 2 - Plan Approval. No apartment, swimming pool, fence, hedge, wall or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said apartments, the plot plan showing the proposed location of said apartment upon said premises and the plans, specifications and details of said apartment shall have been approved in writing by the Architectural Control Committee, or its successor, and a true copy of said plans, specifications and details shall have been lodged permanently with Heatherwyck Associates, and no apartment except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon the said premises.

Section 3 - Residential Use. Lots one (1) through thirty (30) shall be used and occupied solely and exclusively for residence purposes by a two-family or four-family apartment.

Section 4 - Building Location on Lot. No apartment shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said Subdivision, except for Lots one (1) through seven (7) on the Ryan Road frontage the building setback line or lines shall be 35 feet, or nearer to any side line or rear line than shall be determined by Heatherwyck Associates in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said apartment shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cochere and other similar projections of said apartment. The parcel of land upon which an apartment is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Heatherwyck Plat One, but only with the written consent of Heatherwyck Associates.

Section 5 - Architectural Control Committee. The Architectural Control Committee shall at all times be composed of three (3) members appointed by the developer, Heatherwyck Associates,
who shall be empowered to change members of the Committee and fill
vacancies on said Committee. The original members of said Committee
shall be Anthony J. Falzone, Fred L. Hotchkiss and Richard T.
Burke. The approval in writing of any two (2) members of said
Committee of three (3) shall be sufficient for the approval of
plans and specifications which may come within the purview of said
Committee. The senior member of said Committee is the Chairman
and shall be empowered to fill vacancies as they occur.

Section 6 - Lot Use. No portion of any lot nearer to
any street than the building setback line or lines shown upon the
recorded plat of said Subdivision shall be used for any purpose
other than that of a lawn; provided, however, that nothing con-
tained herein shall be construed to prevent the use of such portion
of said lot for walks, drives, trees, shrubbery, flowers, flower
beds, ornamental plants, statuary, fountains or similar ornamenta-
tions for the purpose of beautifying said lot, but shall be con-
strued to prohibit the planting or growing of vegetables and
grains thereon and the construction or planting of a fence of any
kind. No weeds, underbrush or other unsightly growths shall be
permitted to grow or remain anywhere upon such lot and no un-
sightly objects shall be allowed to be placed or suffered to re-
main anywhere thereon, and failing in which Heatherwyck Associates
may cause same to be cut or removed at expense of said lot owner.
No fence, hedge, wall or enclosure of any kind shall be erected,
placed or suffered to remain upon said lots, unless and until the
written consent of the Architectural Control Committee shall have
been first obtained therefor, which consent may specify in writing
the type, height, width, color, upkeep and any general conditions
pertaining thereto. Any fence to be installed on any lot in said
Heatherwyck Plat One shall have prior approval in writing. Fences
from the setback line along the side lot line to the rear of the
premises shall not be over four (4) feet high and along the rear
line of said premises shall not be over four (4) feet in height,
except for Lots 13 through 19, inclusive, which shall be eight (8)
feet in height and must be installed at time of apartment con-
struction.

Section 7 - Utility Easements. Heatherwyck Associates
reserves to itself, its successors and assigns, a perpetual eas-
ment in, through, under and/or over those portions of the rear
and sides of each lot, as shown on the plat of Heatherwyck Plat One
designated at utility rights-of-way, for the construction, operation and
maintenance of electric lights, telephone and telegraph poles,
lines and conduits, and for water, gas and sewer lines, and conduits,
or any other public utility facilities, together with the necessary
or proper incidents and appurtenances; and no building or other
structure, or any part thereof, shall be erected or maintained
upon any part of the property in Heatherwyck Plat One, over or
upon which easements for the installation and maintenance of public
utilities and storm sewers will be or have been granted.
Section 8 - Noxious Uses. No spirituous or fermented liquors of any kind shall be manufactured or sold either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purposes, and no advertising sign, billboard or other advertising device, except real estate "For Sale" signs not to exceed 3 feet by 4 feet, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said apartment without the consent of Heatherwyck Associates first having been obtained.

Section 9 - Nuisances. No animals or fowl of any kind or character shall be kept or maintained upon any part of any lot or tract. The Architectural Control Committee reserves the right to adopt reasonable regulations governing the keeping within any apartment unit of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Heatherwyck Flat One. The keeping within any apartment unit of one (1) domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in said Subdivision.

Section 10 - Grades. Heatherwyck Associates reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any apartment shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 11 - Laundry Facilities. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each apartment unit. No laundry shall be hung for drying on Sundays or 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 12 - Temporary Structures and Storage. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence. No boats, buses, trucks, vacation trailers, camping trailers or house trailers, etc., shall be stored or parked in the yards (front, side or rear) or on the driveways of any of said lots in said Subdivision.
Section 13 - Debris and Rubbish. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except such as may be stored in a garage, basement or underground containers.

Section 14 - Sidewalks. All owners of lots in Heatherwyck Plat One shall install sidewalks at the locations designed by the developer in accordance with building standards and requirements of the City of Toledo and approved by said City's Engineering and Construction Division on or before one (1) month after the completion of the apartment.

Section 15 - Enforcement. Heatherwyck Associates and its successor reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Heatherwyck Associates, and Heatherwyck Associates shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Heatherwyck Associates to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to and continuing further or succeeding breach or violation thereof, and Heatherwyck Associates shall at any and all times have the right to enforce the same.

Section 16 - Modification. In connection with the provisions herein contained and with special reference to the Architectural Control Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of apartment to be erected thereon, or for any reason satisfactory to it, the endorsement of the provisions of said Sections would work a hardship, Heatherwyck Associates, developer, may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 17 - Severability. If any provision of these restrictions shall be determined by a court to be invalid or unenforceable, the remainder of these restrictions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 18 - Violation. In all instances where plans and specifications are required to be submitted to and are approved
by the Architectural Control Committee, 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.

IN WITNESS WHEREOF, Heatherwyck Associates, a partnership, has hereunto set its hand on the day and year first mentioned.

Signed and acknowledged in the presence of:

[Signature]

HEATHERWYCK ASSOCIATES
By

[Signature]
Anthony J. Falzone, Partner

[Signature]
Fred L. Hotchkiss, Partner

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Be it remembered, that on the 26th day of August 1977, before me, the subscriber, a Notary Public within and for said County, personally came Anthony J. Falzone and Fred L. Hotchkiss, of Heatherwyck Associates, a partnership, who being duly authorized by all the partners of Heatherwyck Associates, acknowledged the signing of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of said partnership, for the purposes therein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]
Notary Public

John F. McCarthy, Attorney at Law
Notary Public--State of Ohio
My Commission has no expiration date, Section 147.03 R.C.

Received for record August 26th 1977 at 3:21 P.M. in Mortgage Record 77-975A01, Lucas County, Ohio Records.