HEATHERWYCK
PLAT 2

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DECLARATION OF RESTRICTIONS FOR
HEATHERWYCK PLAT TWO
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by HEATHERWYCK
ASSOCIATES, a partnership, this 17th day of November, 1978;

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 thirty-six (36) to seventy-seven (77),
inclusive, in Heatherwyck Plat Two, 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 Two,
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 Heatherwyck Plat Two, 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as originally made effective upon the platting of said Subdivision;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 of any interest in and
to any lot or part thereof in Heatherwyck Plat Two, 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
mortgagees, until 25 years from the date hereof, at which time said
covenants and restrictions shall be automatically extended for successive
periods of 10 years unless by then owners of a majority of the lots in
Heatherwyck Plat Two agree to change said restrictions and covenants
in whole or part. Such changes shall be by instrument setting forth
said change 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 landscape plan, 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 36 through 77 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 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, porticos, cochinere 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 Two, 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 Peter J. Cardillo. 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 contained 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 ornamentations for the purpose of beautifying said lot, but shall be construed 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 unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and nothing in which, Heatherwyck Associates may cause same to be cut or removed at the 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 Two 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 4 feet high and along the rear line of said premises shall not be over 4 feet in height, except for Lots 36 through 48, inclusive, which shall be 8 feet in height and must be installed at time of apartment construction.

Section 7 - Utility Easements. Heatherwyck Associates reserves to itself, its successors and assignees, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Heatherwyck Plat Two designated as 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 Two, 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 Plat Two. The keeping within any apartment unit of 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 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 Two 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 1 month after the completion of the apartment.

Section 15 - Enforcements. 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 thereof 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.

HEATHERWYCK ASSOCIATES

By Anthony J. Falzone, Partner

Two witnesses: Peter J. Cardillo, Partner

Acknowledged November 17th 1978 by said Partnership, by said partners, before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record November 20th 1978 at 3:40 P.M. in Mortgage Record 78-1437E05, Lucas County, Ohio Records.
OHIO TURNPIKE COMMISSION

WARRANTY DEED

Parcel No. 49-E

Challace H. Manley and Lulu A. Manley
of the Township of Springfield, County of Lucas and State of Ohio, in consideration of the sum of $55,214.00 paid by the Ohio Turnpike Commission, a body corporate and politic of the State of Ohio, the receipt whereof is hereby acknowledged, do hereby Grant and Convey to the State of Ohio and its assigns forever the following real estate:

Situated in the Township of Springfield, County of Lucas and State of Ohio, and known as being part of Original Springfield Township Section No. 26 Town 2 in the United States Reserve of Twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, and being all that part of the lands described in the Deeds to Challace H. Manley and Lulu A. Manley, dated September 13, 1930, and recorded in Volume 970, Pages 334 and 337 of Lucas County Deed Records, lying within a strip of land 335 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 120 feet Northly measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 50, Page 13 of Lucas County Map Records, and the Southerly line of said strip being parallel to and distant 118 feet Southerly measured on a line normal to said center line.

Grantor(s), for himself/herself, their heirs, administrators, executors, and assigns do hereby Release to the State of Ohio and the Ohio Turnpike Commission and their successors and assigns any and all abutter's rights, including access rights, appurtenant to any remaining lands of the Grantor(s) of which the above-described real estate shall have formed a part prior to this conveyance of the above-described real estate and which remaining lands are described in instrument(s) of record in Volume 970 Pages 334 and 337 of Lucas County Deed Records, in over, and to the above-described real estate, including such rights with respect to any turnpike constructed thereon.

Grantor(s), for himself/herself, their heirs, administrators, executors, and assigns, hereby covenant(s) with the State of Ohio and the Ohio Turnpike Commission and their successors and assigns that Grantor(s), himself/herself, administrators, executors, and assigns shall not establish or maintain or permit any natural or legal person to establish or maintain on any of aforesaid remaining lands any billboard, sign, notice, poster, advertising device, or other display which is visible from the travelway of Ohio Turnpike Project No. 1, and which is not at the date hereof in existence. This covenant shall run with the land.

Grantor(s) claim(s) title to the real estate by instrument(s) of record in Volume 970 Pages 334 and 337 of Lucas County Deed Records.

TO HAVE AND TO HOLD the real estate with all the rights, privileges
and appearances thereunto belonging to the State of Ohio and its assigns forever.

Grantor(s), for himself/herself, administrators, executors, and assigns, do(s) hereby release and forever discharge the State of Ohio and the Ohio Turnpike Commission, their successors and assigns, from any damage, to any remaining lands of the Grantor(s) which results from this conveyance, severing the above-described real estate from said remaining lands of Grantor(s) for the purpose of constructing and maintaining Ohio Turnpike Project No. 1 upon the above-described real estate, and from any damage arising from any cause whatsoever to the date hereof in connection with surveying for, drilling in connection with, and constructing Ohio Turnpike Project No. 1.

Grantor(s), for himself/herself and assigns do(es) hereby covenant with the State of Ohio and the Ohio Turnpike Commission, their successors and assigns, that he/she/they is/are lawfully seized of the real estate, that it is free and clear from all liens and encumbrances whatsoever, subject to the rights of the public to use for highway purposes that part of the above-described premises included within the bounds of Ryan Road and Perrysburg-Holland Road, State Route 57; and taxes for the years 1952 and 1953.

and that he/she/they will forever WARRANT AND DEFEND the same to the State of Ohio and the Ohio Turnpike Commission, their successors and assigns forever, against the lawful claims of all persons whomsoever except as above stated.

IN WITNESS WHEREOF the said Grantor(s)

Challace H. Manley and Lulu A. Manley, husband and wife,

who hereby releases(s) himself/herself right of dower in the premises, has/have hereunto set his/her/their hand(s), on April 17, 1953.

Signed and acknowledged in presence of:

Challace H. Manley
Lulu A. Manley

STATE OF Ohio COUNTY OF Lucas, SS:

On April 17, 1953, before me, a Notary Public

in and for the jurisdiction aforesaid, personally came the above-named

Challace H. Manley and Lulu A. Manley,

and acknowledged the signing of the foregoing deed to be his/her/their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date last above written.

Notary Public

JUN 17 1953

Gerald E. Hill

CLERK OF LANDS, Lucas County, Ohio