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

AS TO

HERITAGE ESTATES
A SUBDIVISION IN THE CITY OF OREGON
LUCAS COUNTY, OHIO

WHEREAS, DOLD DEVELOPMENT CO., a sole proprietorship
hereinafter referred to as "Developer", with its principal place of
business as 991 Commerce Dr., Perrysburg, Ohio 43551 is the owner of
the following described property:

Lots one (1) thru forty-nine (49) both inclusive, in HERITAGE
ESTATES, a Subdivision in the City of Oregon, Lucas
County, Ohio;

and,

WHEREAS, Developer desires to establish for its own benefit and
for the benefit of all future owners or occupants of all or any part
of HERITAGE ESTATES, certain easements, and rights in, over
and to HERITAGE ESTATES and certain restrictions with respect
to the use thereof.

NOW THEREFORE, Developer as the owner of such real estate and
for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

ARTICLE 1 SECTION 1: No dwelling 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,
locations, type, style of architecture, use the materials of
construction thereof, and the color scheme therefore, the grading
plan of the lot, including the grade elevations of said dwellings,
the plot plan showing the proposed locations of said dwelling upon
said premises and the plans, specifications and details of said

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dwelling shall have been approved in writing by Developer, its successors, or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. All dwellings will be conventionally constructed. No prefabricated or panaized dwellings will be permitted.

**ARTICLE 1 SECTION 2**: No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the builder, supervisor, or consultant that will be in charge of the construction, has been approved in writing by Developer.

**ARTICLE 1 SECTION 3**: All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

**ARTICLE 1 SECTION 4**: No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines that the building set-back line or lines shown upon the Plat of said Subdivision, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications of said dwelling. This restriction as to the distance at which said dwelling house 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 dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained.
together with the and adjacent thereto and use in conjunction therewith may include one lot or part of one, two, or more lots delineated on the recorded Plat of HERITAGE ESTATES, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

ARTICLE 1 SECTION 5: No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling, nor unless, such garage be made on integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, preconstructed, placed, or suffered to remain upon said premises. Such garage shall be subject to all of the convenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises.

ARTICLE 1 SECTION 6: All dwellings shall have wood windows and overhangs of not less than twelve (12) inches, (exterior of which may be clad in aluminum or vinyl). All dwellings shall have roofs
with pitches no less than five (5) inches per one (1) foot. This minimum roof pitch will be maintained on all areas of all roofs, on the home, garage, and porches.

ARTICLE 1 SECTION 7: The locations of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

ARTICLE 1 SECTION 8: No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said Subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefore, and to be subject to the
terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. No television towers, satellite dishes, or towers for any purposes shall be permitted on the premises.

**ARTICLE 1 SECTION 9:** In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said Section would work a hardship, 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 of adjacent property.

**ARTICLE 1 SECTION 10:** Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

**ARTICLE 1 SECTION 11:** Developer reserves to itself, its successors and assigns, 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 HERITAGE ESTATES designed 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 HERITAGE ESTATES over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

**ARTICLE 1 SECTION 12:** No spirituous, vinous 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 (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); 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 advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect
small structures and place signs on any unsold lot or improvements thereon.

ARTICLE 1 SECTION 13: No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of HERITAGE ESTATES.

ARTICLE 1 SECTION 14: No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so called), shall be parked, stored or suffered to remain upon said premises or in the streets within HERITAGE ESTATES. All vehicles must be parked on and within the boundaries of the paved driveway or in the alternative within the approved garage enclosure. No vehicles under repair, in storage, or incapable of being operated shall be permitted on the premises.

ARTICLE 1 SECTION 15: No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

ARTICLE 1 SECTION 16: No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

ARTICLE 1 SECTION 17: Developer reserves the sole and exclusive right to establish grades and slopes on the premises herein
described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

**ARTICLE 1 SECTION 18**: All dwelling shall be equipped with a "rustic cedar" mailbox (so called) approved by The United States Postal Service.

**ARTICLE 1 SECTION 19**: It shall be a requirement that sidewalks, as approved by the City of Oregon, be installed and constructed as a part of each lot. Each lot owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the lot or at the time of construction of the residence dwelling whichever time or event first occurs. If any violation of this section shall occur, then Developer shall have the right, without notice to the lot owner, to cause said sidewalk to be constructed at the sole cost and expense of the lot owner and the expense shall include construction costs plus fifteen (15) percent as and for contracting, supervision and other related costs of Developer.

**ARTICLE 1 SECTION 20**: All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained on containers, entirely within the garage or basement. In no event shall any rubbish, debris or containers be visible from any street. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

**ARTICLE 1 SECTION 21**: Developer 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 Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer 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 therefore or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

**ARTICLE 1 SECTION 22:** No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

**ARTICLE 1 SECTION 23:** In all instances where plans and specifications are required to be submitted to and are approved by Developer, 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.

**ARTICLE 1 SECTION 24:** Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation,
determination, modification, consent or any other such action shall be valid if accomplished by persons authorized to sign Deeds on behalf of Developer, or its assigns.

ARTICLE TWO

ARTICLE 2 SECTION 1: At any time after the sale of all of the lots in HERITAGE ESTATES, Dold Development Co. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "HERITAGE ESTATES Property Owners' Association" or a name similar thereto, and upon the formation of such association, every Owner (meaning a full building site) shall become a member therein and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided however, that where title to a lot is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

ARTICLE 2 SECTION 2: The Property Owners' Association, by vote in person or by written proxy of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE 2 SECTION 3: Upon the sale of all lots in this subdivision, Dold Development Co. will, by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the
said Dold Development Co. which said assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

ARTICLE 3 SECTION 1: Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction rights, and powers of Developer, created or reserved by this Declaration of Restrictions or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or its successors and/or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

ARTICLE 3 SECTION 2: All restrictions, covenants,
conditions, agreements and other provisions herein contained shall be
decom subject to and subordinate to all mortgages, or deeds of trust
in the nature of a mortgage now or hereafter executed, encumbering
any of the real property herein described, and none of said
restrictions, covenants, conditions, agreements or other provisions
shall supercede or in any way reduce the security or affect the
validity of any such mortgage of deed of trust in the nature of a
mortgage. It is distinctly understood and agreed, however, that if
any portion of said property is acquired in lieu of foreclosure, or
is sold under foreclosure of any mortgage, or under the provisions of
any deed of trust in the nature of a mortgage, or under any judicial
sale, any purchaser at such sale, his heirs, successors or assigns
shall hold any and all property to purchased or acquired subject to.
all of the restrictions, covenants, conditions, agreements and other
provisions of this Declaration.

**ARTICLE 3 SECTION 3:** No restrictions imposed hereby shall be
abrogated or waived by any failure to enforce the provisions hereof,
no matter how many violations or breaches may occur.

**ARTICLE 3 SECTION 4:** The invalidity of any restriction
hereby imposed, or of any provisions hereof, or of any part of such
restriction or provision, shall not impair or affect in any manner
the validity, enforceability or effect of the rest of this
Declaration.

**ARTICLE 3 SECTION 5:** Developer reserves the right to change,
modify, alter, or rescind any of the restrictions and covenants herein
contained, except those set forth in Section 9 of Article One hereof.

**ARTICLE 3 SECTION 6:** A violation of any of the rules and
regulations adopted by Developer or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

ARTICLE 3 SECTION 7: The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of their successors and assigns.

ARTICLE 3 SECTION 8: These restrictions and covenants as herein set forth shall remain in full force and effect until the year January 1, 2007 and thereafter shall automatically be renewed and extended for a period of ten years and every other ten year period following the same, unless the then owners of two-thirds (2/3rds) of the lots in said HERITAGE ESTATES, join and file for record in the Recorder's Office of Lucas County, Ohio, a statement and desire to terminate the restrictions. Said statement shall be prepared in recordable form according to the provisions of the Ohio Revised Code.
Witness our hands this \underline{22} day of September, 1988.
Signed and acknowledged
in the presence of:
Dold Development Co.
by:
Mary Lou Dold, Secretary

STATE OF OHIO, Wood COUNTY, ss:
The foregoing restrictions were acknowledged before me this
\underline{22} day of September, 1988 by Dold Development Co., a
Corporation by William H. Dold, President and Mary Lou Dold,
Secretary.

These restrictions were prepared
by: Dold Development Co.

RETURN TO: Dold Development Co.
25766 W. River Rd.
Perrysburg, Ohio 4351

MARIE E. LETIZIA
Notary Public State Of Ohio
My Commission Expires Aug. 4, 1993

RECEIVED & RECORDED
SEP 22 1988 12:00 PM Page 14 of 14
BILL COPELAND
RECORDE, LUCAS COUNTY, OHIO

88 1392D03
ASSIGNMENT

This assignment ("Assignment" dated as of the 22nd day of May, 1996 from Dold Development Co., an Ohio Corporation ("Assignor") to Heritage Estate Property Owners' Association, an Ohio nonprofit corporation ("Assignee"),

WHEREAS, Assignor is the Developer under the Declaration of Restrictions of Lots one (1) through forty-nine (49) both inclusive, in Heritage Estates, a Subdivision in the City of Oregon, Lucas County, Ohio, which Declaration of Restrictions are recorded in the office of the Recorder of Lucas County, Ohio at 88-1392C02 through 88-1392D03 (the "Declarations"); and

WHEREAS, Assignor wishes to assign its rights, obligations, benefits and burdens as the Developer under the Declarations pursuant to Article 2 Section 3 of the Declarations;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor does hereby grant, convey, assign, set over and release to Assignee all of the rights, privileges and powers of Assignor as the Developer of the Lots under the Declarations including, without limitation, the right to extend the benefits and the burdens created by the Declarations, and such other rights as may be reserved by or granted to Assignor under the Declarations.

2. Assignee hereby assumes all duties and rights as the Developer under the Declarations and Assignor is hereby relieved of any and all duties, liabilities and/or responsibilities of any kind for or as the Developers from this date forward.

3. The grants, conveyances, assignments, terms, covenants and agreements herein contained shall inure to the benefit of and be binding upon the Assignee and its successors and assigns.

4. By its execution hereof, Assignee accepts this Assignment and agrees to the within-described terms and provisions.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the day and year first above written.

Signed and acknowledged in the presence of:

William H. Dold, President

Kathy Zech, witness as to

Mary Lou Dold, Secretary

both signatures __________________________

1 of 3

96 1469412
Signed and acknowledged in the presence of:

Traci L. McDonald
Traci McDade
David L. George
George A. Gray
Christopher E. Snyder
Christopher F. O'Shea
Timothy P. O'Shea

STATE OF OHIO )
COUNTY OF LUCAS )

BEFORE ME, a Notary Public in and for said county, personally appeared William H. Dold and Mary Lou Dold, President and Secretary, respectively, of Dold Development Co., an Ohio Corporation, who acknowledged that they did sign said instrument as such officers of said corporation on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of May, 1996.

Notary Public:
STEVEN V. SNYDER
Notary Public — State of Ohio

The foregoing instrument was acknowledged before me this 4th day of June, 1996 by Ed Beckman, Trustee of Heritage Estate Property Owners' Association, an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public:
TRACI L. MCDO
Notary Public — State of Ohio
My Commission Expires 10-26-97

2 of 3
STATE OF OHIO       SS:
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 5th day of June, 1996 by Vickie A. O'Shea, Trustee of Heritage Estate Property Owners' Association, an Ohio nonprofit corporation, on behalf of the corporation.

Christopher E. Snyder
Notary Public

The foregoing instrument was acknowledged before me this 5th day of June, 1996 by Gerald L. Lammers, Trustee of Heritage Estate Property Owners' Association, an Ohio nonprofit corporation, on behalf of the corporation.

Christopher E. Snyder
Notary Public

Heritage Estate Property Owners' Association
c/o Ed Beckman
1042 Heritage Lane
Oregon, OH 43616

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RECEIVED & RECORDED
JUN 10 1996 4:13 PM
Sue Rioux
Recorder, Lucas County Ohio
3 of 3

Cooper Wadsworth, Box