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.
Howard Farms, Plat II, an Addition in Jerusalem Township, Lucas County, Ohio, was duly executed and adopted by The George A. Howard Farming Company, which reserved the title to the premises shown therein as streets, roads, drives, ways, bayous, lagoons or canals. No part or parts of which were dedicated to public use.

Received for record November 18, 1921 and recorded in Volume 38 of Plats, pages 9 and 10.

Subsequently, a strip of land 50 feet in width extending from LaCourse Drive southeasterly to Wards Canal and described as LaFontaine Drive on said plat was conveyed to The Board of County Commissioners, Lucas County, Ohio for highway purposes, by instrument dated September 28, 1946, received for record October 21, 1946 and recorded in Volume 1235 of Deeds, page 318.

Said deed was accepted by said Board on October 15, 1946. See Volume 92 Commissioners Journal, page 990.

The title to the remaining streets, roads, drives, ways, bayous, lagoons and canals was conveyed to Herman and Carrie Wiener who acquired title thereto by instrument received for record February 5, 1947 and recorded in Volume 1248 of Deeds, page 192.
Deed dated November 2, 1921, from The George A. Howard Farming Company to The Commerce Guardian Trust and Savings Bank, its successors and assigns conveying all the lots and lands included in and covered by the record plat of Howard Farms, Plat II, an Addition to Jerusalem Township, Lucas County, Ohio, excepting Lot A, (after creating certain restrictions which expired January 1, 1937) provides as follows:

It is further understood and agreed that no dedication, of any streets or ways has been made on said plat or is hereby intended, the Grantor hereby only giving and granting to said Grantee, its successors and assigns, the right to use such streets and ways shown on said plat as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such grantee, its successors and assigns, and that said Grantor does hereby also give and grant to said Grantee, its successors and assigns, the right to use in common with others, Lots Numbered 119 and 158 on said plat for recreative and similar purposes.

It is further understood and agreed that the Grantor hereby reserves the right to dedicate, lease or sell for public use and convey to any public authority or any corporation having power to acquire the same all its right, title and interest in and to any street, park beach and common ground owned by the Grantor or any right or easement therein.
It is further understood and agreed that lots numbered 93 to 118, 120 to 157 all inclusive, shall be subject to an annual maintenance and management charge of Ten ($10.00) Dollars per year, Lots Numbered 161 to 210, 211 to 246, 248 to 282, 283 to 330, all inclusive, shall be subject to an annual maintenance and management charge of Four ($4.00) Dollars per year and Lot Number 159 shall be subject to an annual maintenance and management charge of Two Hundred Thirty ($230.00) Dollars per year, all said amounts to be payable on the second day of January of each year hereafter, in advance to The George A. Howard Farming Company, or such person or corporation as it shall designate, and said sums so paid shall be used to create a maintenance and management fund and the total amounts credited to said fund from the premises herein described shall be applied, so far as same may be sufficient, towards the payment of the so called maintenance and management expenses incurred for the following purposes, payment of taxes on lands held for the common benefit, including streets maintained for the use of said owners and occupants of land on said plat, for constructing, operating, repairing, maintaining and improving storm water drains, land drains, ditches, lagoons, dikes and drainage systems on said lands shown on said plat, including the expense of pumping, pumping stations and purchase, repair, and care of the equipment therefor, for constructing, maintaining, improving, replacing breakwater protections for protection of shore line of said plat, and for the management fee to the said The George A. Howard Farming Company, its successors and assigns, for supervision if said work and
expenditure of said funds, for doing all other things necessary or desirable in the opinion of the Grantor, its successors and assigns, to keep the property in said plat in neat and good order or which in the opinion of The George A. Howard Farming Company may be of general benefit to the owners or occupants of the land included in said plat, or for any purpose which may arise demanding immediate action for the common protection of the owners of land in said plat or tract.

It is further understood and agreed that in event that said maintenance and management funds shall be insufficient to make special repairs and replacements made necessary through destruction by storm, accident or any agency other than the normal wear and tear of operation, then said Grantor, its successors and assigns, shall have the right to levy and collect a special emergency assessment on all lots in said plat, except lots numbered 160, 210 1/2, 247, 282 1/2, 331, 332, 333 and 333 1/2, which assessment shall not exceed Fifteen ($15.00) Dollars per lot per year, except in the case of Lot Number 159 which assessment shall not exceed Three Hundred Forty-five ($345.00) Dollars per year and the total amount of said assessment to be determined by said Grantor, its successors and assigns, and the same to be pro-rated on all said lots in said plat, subject to said emergency assessment, in proportion to their area and to be payable at the time and to the person or corporation said Grantor may designate and any person taking title to any of said lot or lots after date hereof, shall be deemed to have
agreed for himself, his heirs and assigns, to pay the said assessments when levied, and further agrees that said charges and special assessments shall be a lien upon said premises the same as assessments levied by public authority.

It is further understood and agreed that no damage to any private property by reason of the action of the waters of Lake Erie or the elements shall be charged to said maintenance, management or emergency fund or paid for therefrom.

The said Grantor hereby reserves for itself, its successors and assigns, the right to enter on lots numbered 94 to 118 and 120 to 157, all inclusive, to construct and maintain jetties and breakwaters to protect the shore line of said lots; but does not obligate itself to construct such jetties and breakwaters.

Received for record November 18, 1921 and recorded in Volume 566 of Deeds, page 24.

In Cause Number 161712 Common Pleas Court, on July 7, 1943 a decree was entered wherein the court accepted the resignation of Agricultural Investors, Inc. as agent and manager of the maintenance and management fund for Howard Farms Plat II and appointed W. J. Hartnett, N. A. Fisher, C. W. Owen, F. L. Siebert, Jr., C. H. Wideman, A. E. Slusser, W. R. Rose and Herman Weiner successor trustees to perform and carry out all the terms, provisions and conditions of said trust.

November 2, 1951 Motion filed by the Board of Trustees, setting forth that the following members have resigned from said Board: N. A. Fisher, C. W. Owen, F. L. Siebert, Jr., C. H. Wideman, A. E. Slusser and Herman Weiner. Moves the court for an order appointing the following qualified and interested persons and members to fill the vacancies on said Board of Trustees: Arthur Kopitke, John T. Huss, Charles Eckhart, Robert Gilliland, Milton Schulz and A. D. Kinn.

November 2, 1951 Journal entry filed appointing the following named persons as successor trustees to fill the vacancies on said Board: Arthur Kopitke, John T. Huss, Charles Eckhart, Robert Gilliland, Milton Schulz and A. D. Kinn.