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.
RESTRICIONS

This declaration, made and entered into by Goodwill Builders, Inc., a Michigan Corporation authorized to do business in the State of Ohio, hereinafter referred to as "Goodwill Company", this 14 day of August, 1964.

WITNESSETH:

WHEREAS, the Goodwill Company holds title in fee simple to a certain parcel of land situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "Inverness Estates" and described as follows:

Lots numbers 1 through 64 in Inverness Estates, a Subdivision in the City of Toledo, Lucas County, Ohio;

and

WHEREAS, Inverness Estates is a subdivision of said land which has been laid out into lots, which lots are numbered consecutively from 1 to 64, both inclusive, with certain streets and ways dedicated to public use and certain restrictions by way of easements for the installation and maintenance of public utility service; and

WHEREAS, the Goodwill Company desires to establish for its own benefit and for the benefit of all future owners and occupants of all or any part of Inverness Estates certain easements and rights in, over and to Inverness Estates and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Inverness Estates and do impose hereby certain restrictions on said lots in said Inverness Estates;

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof, and to afford
purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Inverness Estates as an architecturally harmonious, artistic and desirable residence district, the Goodwill Company, the Owner, for itself, its successors and assigns, hereby declares and stipulates that each lot in said Inverness Estates shall hereafter be conveyed by it and its successors and assigns subject to the restrictions hereinafter set forth.

1. All lots in Inverness Estates, excepting lots 1 through 9 inclusive, shall be known and described as residential lots, and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling. Said dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants. Lots 1 through 9 shall be reserved for multiple dwelling units.

2. No lot shall be used except for residential purposes. No permanent building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half stories in height, a private garage for not less than two nor more than four cars and such buildings and auxiliary structures as are consistent with or incidental to the residential use of the property. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently. No temporary building shall be permitted on any lot except as may be necessary to promote the sale of the properties herein or to provide storage for building materials during the construction of the permanent residence.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Goodwill Company as to quality of workmanship and materials, compatibility of external design with the objectives stated in the preamble hereof and as to location with respect to topography and finish grade elevation.

Each plan submitted for approval shall have been individually and specifically designed for the owner of the lot upon which it is to be built. The plans and specifications shall have been prepared by an architect or designer and shall include a plot plan showing the finished grade of the plat, the location of the dwelling and all other structures upon the plat, the grade and elevation of the buildings and structures. The plans shall be signed by the designing architect and shall be submitted in duplicate to the Goodwill Company, and the other copy shall be returned with the written approval or rejection of the plan.

The Goodwill Company shall not give its approval of such proposed construction unless in its opinion, upon being completed in accordance with such plans and specifications, such dwelling, grade elevation and construction shown thereby will comply in all respects with the restrictions set forth herein. The external design, materials and location thereof will be consistent with the character of the subdivision and with the topography and grade elevations both of the lot upon which the proposed construction is to take place and with the neighboring lots in the subdivision.

No fence, wall, hedges or shrubbery shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line or in excess of 4 feet in height unless similarly approved. Design of all fences to be approved. Swimming pools and any room facilities in connection therewith, children's playhouses, tennis courts, outdoor barbecue facilities, garden tool houses,
badminton courts, similar recreational and game facilities and such other auxiliary construction as in the opinion of the Company are in harmony and conformance with the character of the subdivision, and these structures may be erected in such a manner and location as the Goodwill Company may permit in writing. The Company shall have the right to refuse to approve any such plan, specifications or grading plan which it deems not suitable or desirable in its opinion for aesthetic or other reasons, and so passing upon such plans or specifications it shall have the right to take into consideration the suitability of the proposed improvement to be built upon the site for which it is intended, the compatibility thereof with its surroundings and the effect of the improvement as planned on the outlook from adjacent or neighboring property. It is the purpose and duty of the Company not to be arbitrary in its decisions but to aid in the development of the lands within the subdivision as a desirable residential development of distinction, in a manner consistent with the objectives forth in the preamble hereof.

All buildings, structures, etc. shall be built only in accordance with the approved exhibits.

4. The Goodwill Company reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon so that the same may conform to the general plan.

5. The Goodwill Company 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 utility 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 lot or portion
thereof may now or hereafter front or abut.

6. No dwelling shall be permitted that does not conform to the following minimum sizes. The ground floor area of the main structure, exclusive of open porches, garages, utility space, shall be not less than 1600 square feet for a one story dwelling. The ground floor area, exclusive of open porches and garages, but may be inclusive of utility and laundry space, shall be not less than 900 square feet, nor shall the finished living area be less than 1800 square feet, for a dwelling of more than one story in height. For lots 10 through 24 and lots 50 through 64, the ground floor area may be reduced to 1200 square feet for a one story unit and to 750 square feet with 1500 square feet of living space for a unit of more than one story. Lots numbers 1 through 9 are hereby excluded from said restrictions.

The interpretation of any term used in these covenants which may be subject to question such as, but not limited to, living space, ground floor area, story or grade shall be vested in the Goodwill Company.

7. No building shall be located on any lot nearer than 30 feet from the front line or nearer than 25 feet from the side street lot line. No building shall be located nearer than 8 feet from an interior lot line, nor less than 16 feet, total footage between dwellings, for lots numbers 10 through 24, and lots numbers 50 through 64, and 20 feet total footage between dwellings, for lots numbers 25 through 49. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open porches shall conform to the minimum building lines hereinbefore set forth.
8. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. The Goodwill Company reserves the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats or other household pets, limited to one dog, one cat and two birds per dwelling, calculated not to become and not becoming a nuisance to the owners or inhabitants of Inverness Estates.

9. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be maintained or used as a residence, temporarily or permanently in said Inverness Estates. Any tent, housecar, trailer or other similar housing devise, if stored on any said lot, shall be housed within a garage building. No dwelling erected in said Inverness Estates shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one year following the date of the commencement of the construction. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within 90 days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written consent of the Goodwill Company.

10. The Goodwill Company reserves and is hereby granted the right in case of any violation of 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 exist thereon contrary to the intent and meaning of the
provisions hereof as interpreted by the Goodwill Company, and the Goodwill Company shall not by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Goodwill Company to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Goodwill Company shall at any and all times have the right to enforce the same.

11. Each grantee of the Goodwill Company 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 the Goodwill Company created or reserved by this Declaration 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 covenants or provisions herein contained shall give the Goodwill Company, or their successors or assigns, 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 the Goodwill Company, or its successors or assigns, 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.

12. No outside incinerators, refuse burners or barbecue pits shall be permitted that give off offensive and noxious odors or fumes.

13. There shall be at no time any refuse can or containers left outside of said dwellings, except on such dates of refuse pick-ups. There shall be no refuse, debris or litter permitted to accumulate outside of said dwellings for more than 24 hours.

14. No basketball courts, backboards or baskets are to be erected on any portion of the residence except on the rear side of said building and shall be erected on a free-standing post.

15. Said premises shall not be used for the storage of automobiles, trailers, scrap, or other miscellaneous material, such as building materials, paper or glass, except during the period a building is being erected upon any such lot. There shall be no dismantling or repairing of motor vehicles in or about said premises. Any tent, housecar, trailer or other similar housing device, if stored on said premises, shall be housed within a garage building.

16. It is further stipulated that when said Goodwill Company files and completes Plat Number II of Inverness Estates there will be one lot set forth as Outlot number 8 which shall be used for park area for the benefit of all persons building and residing in Plats Numbers I and II of said Inverness Estates, and that a committee of said residents shall be comprised, with the right to make assessments for the purposes of maintenance and use of said outlot.

17. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land in said Inverness Estates and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Inverness Estates, regardless of how or in what manner said interest
is acquired.

18. The invalidity of any restriction hereby imposed, or of any provision 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.

19. The rights, privileges and powers herein retained by the Goodwill Company shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, the Goodwill Company has caused this Declaration to be signed by its respective officers, all on the day and year first above written.

Goodwill Building Company
By Phillip Helfman
By Leroy Helfman

Two witnesses.

Acknowledged August 14, 1964 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record August 14, 1964 and recorded in Volume 2122 of Mortgages, page 527.
CHANGE IN RESTRICTIONS - INVERNESS ESTATES SUBDIVISION
CITY OF TOLEDO, LUCAS COUNTY, OHIO

This declaration, made and entered by GOODWILL BUILDING CO.,
a Michigan corporation authorized to do business in the State of Ohio,
and INVERNESS BUILDING CO., a Ohio corporation, hereinafter referred
to as "THE DEVELOPERS", this 1st day of February, 1965,

WITNESSETH:

WHEREAS, the Developers holds title in fee simple to a certain
parcel of land situated in the City of Toledo, Lucas County, Ohio,
hereinafter referred to as "INVERNESS ESTATES" and described as
follows:

Lots numbers one (1) through sixty-four (64) in INVERNESS
ESTATES, a SUBDIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO;

and

WHEREAS, the Developers wish to eliminate Paragraph #7 of
Restrictions (#431395 liber 2122 Page 530 Lucas County Records)
Inverness Estates subdivision and replace this paragraph with the
following:

NEW PARAGRAPH #7

7. No building shall be located on any residential lots in
Inverness Estates subdivision (lots 10-64 inclusive) nearer than 30
feet from the front line or nearer than 25 feet from the side street
lot line. No building shall be located nearer than 8 feet from an
interior lot line, nor less than 18 feet, total footage between
dwellings. No dwelling shall be located on any interior lot nearer
than 25 feet to the rear lot line. For the purposes of this covenant,
eaves and steps shall not be considered as a part of a building,
provided, however, that this shall not be construed to permit any
portion of a building on a lot to encroach upon another lot. Open
porches shall conform to the minimum building lines hereinbefore set forth.

WHEREAS, the Developers wish all other paragraphs of the original restrictions of record to remain as stated.

IN WITNESS WHEREOF, the GOODWILL BUILDING CO. and INVERNESS BUILDING CO. has caused this Declaration to be signed by its respective officers, all on the day and year first above written.

GOODWILL BUILDING COMPANY
By Philip Helfman
By Leroy Helfman

INVERNESS BUILDING CO.
By Philip Helfman
By Leroy Helfman

Two witnesses.

Acknowledged February 1, 1965 by said Goodwill Building Company and Inverness Building Co., by Philip Helfman and Leroy Helfman, President and Secretary by authority of corporations Board of Directors before a Notary Public, Wayne County, Michigan (Seal).

Received for record February 1, 1965 and recorded in Volume 2138 of Mortgages, page 128.
By Instrument dated September 19, 1969, Goodwill Building Company and Inverness Building Company assigned all their rights, privileges and powers retained by the restrictions recorded in Volume 2122 of Mortgages, page 527, the change in restrictions recorded in Volume 2138 of Mortgages, page 128 and the Addendum to restrictions recorded in Volume 2150 of Mortgages, page 736, as to lots 31, 33 except the South 3 feet, Lots numbers 34, 37, 38, 39 and 40 in INVERNESS ESTATES, a Subdivision in the City of Toledo, Lucas County, Ohio, to Terry __ Cornell and David __ Russell.

Received for record September 23, 1969 and recorded in Volume 2293 of Mortgages, page 312.

By Instrument dated April 6, 1967, Goodwill Building Company and Inverness Building Company assigned all their rights, privileges and powers retained by the Deed restrictions of Lots numbers 25, 26, 42, 44, 45 excepting therefrom the South 23 feet thereof, and other property, all in INVERNESS ESTATES, a Subdivision in the City of Toledo, Lucas County, Ohio, to Terry __ Cornell and David __ Russell.

Received for record April 4, 1972 at 2:28 P.M. and recorded in Volume 2088 of Deeds, page 205.
ADDENDUM TO RESTRICTIONS - INVERNESS ESTATES SUBDIVISION, CITY OF TOLEDO, LUCAS COUNTY, OHIO.

This declaration, made and entered by GOODWILL BUILDING CO., a Michigan corporation authorized to do business in the State of Ohio and INVERNESS BUILDING CO., an Ohio corporation, hereinafter referred to as "THE DEVELOPER", this 1st day of February, 1965, WITNESSETH:

WHEREAS, the Developers hold title in fee simple to a certain parcel of land situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "Inverness Estates" and described as follows:

Lots numbers 1 through 64 in Inverness Estates, a Subdivision in the City of Toledo, Lucas County, Ohio; and

WHEREAS, the Developers wish to addend a Paragraph 20 of the Restrictions (431395 Liber 2122 Page 530 Lucas County Records) Inverness Estates Subdivision as follows:

NEW PARAGRAPH #20

20. No sign of any kind shall be displayed to the public view on any lot, except 1 sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs are allowed must be maintained in good condition at all times and must be removed on the termination of their use. Grantor reserves the right, however, to maintain at least 2 large signs at main access to the property to advertise the Subdivision in its entirety.

Duly executed by Goodwill Building Company by Philip Helfman, President, by Leroy Helfman, Secretary, and by Inverness Building Company by Philip Helfman, President, by Leroy Helfman, Secretary.

Received for record June 16, 1965 and recorded in Volume 2150 of Mortgages, page 736.