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

THIS DECLARATION OF RESTRICTIONS (the "Declaration"), made and entered into as of December 6, 1995, by and between Housing East Redevelopment Corp. (the "Owner") and The City of Toledo, an Ohio Municipal Corporation (the "Lender");

WHEREAS pursuant to the enabling authority set forth in Ordinances Numbered 166-92, 683-92, 198-93, 199-93, 200-93, 826-93 and 827-93, passed by the Toledo City Council on February 5, 1992; September 29, 1992; March 23, 1993; March 23, 1993; March 23, 1993; December 20, 1993; and December 20, 1993 respectively and the HOME funding agreements between the Lender and the United States Department of Housing and Urban Development (the "HUD") dated June 14, 1992 and June 4, 1993 and the HOME funding agreement between the Lender and the State of Ohio Department of Development (the "State") dated April 19, 1993 and the HOME funding agreements between the Owner and the Lender dated August 13, 1993 and January 25, 1994; as each may apply; and

In consideration of the mutual covenants and understandings set forth herein, a grant, Grant No. CH-35-20, from the Lender to the Owner in the amount of Sixteen Thousand Nine Hundred Dollars ($16,900.00) to acquire, construct or rehabilitate the real property and improvements thereon located at 1417 Ironwood, Toledo, Ohio and legally described as set forth on Exhibit "A" hereto, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Owner and the Lender do hereby agree as follows:

SECTION 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Affordable Housing Units" means those units which meet the definition in the regulations promulgated by the United States Department of Housing and Urban Development in 24 CFR Part 92.254.
"Development" means the residential housing unit(s) to be acquired, constructed or rehabilitated with the proceeds of the Grant and to be located on the Land.

"Land" means the real property described in Exhibit "A" attached hereto.

"Grant" means the Grant No. 91-34-20 made to the Owner by the Lender to finance the acquisition, construction or rehabilitation of the Development.

"Period of Affordability" means the period beginning on (i) the day on which the Land or Development is acquired (the "Acquisition Date") by Owner when no grant funds are earmarked for construction or rehabilitation, or (ii) the date of Development completion (as evidenced by a "Certificate of Compliance" issued by the appropriate governmental authority) where all or a portion of the Grant funds are earmarked for construction or rehabilitation and ending on the date that is (ten) (10) years after (i) the Acquisition Date or (ii) the date of the Certificate of Compliance.

"Regulations" means the rules and regulations promulgated by the United States Department of Housing and Urban Development in 24 CFR Part 92.

"State" means the State of Ohio Department of Development.

Unless the context clearly requires otherwise, as used in this Declaration, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Declaration and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Declaration have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof to be considered or
given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

SECTION 2. General Restrictions.

(a) The Owner agrees to keep dwelling units in the Development in good condition and repair, fully tenantable, and not to remove or demolish any dwelling unit thereon; to complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the Development, to comply with all laws affecting said Development or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; and not to commit, suffer or permit any act thereon in violation of law. The Standards as defined in 24 CFR Section 882.109 shall be applicable to the Development which shall further be maintained in compliance with all Housing Quality Standards and local housing code requirements for the duration of the Period of Affordability.

(b) The Owner shall keep the Development insured against loss by fire and such other hazards as may be required by applicable law, including flood insurance under 24 CFR 92 Section 92.358, in an amount sufficient to ensure payment of all liens secured by the Development and Owner shall provide Lender evidence of coverage satisfactory to Lender.

(c) The Owner agrees to pay all taxes, assessments, utilities and other expenses of the Development when due and without delinquency and shall not permit any liens to be imposed on the Development by reason of any delinquency.

(d) The Owner agrees not to discriminate against or deny occupancy to any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance program, and agrees not to discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the Development is
reserved for elderly tenants only.

(e) The Owner for and during the full term of the applicable Period of Affordability as defined hereinabove for all units in the Development, shall maintain such units as "affordable housing units" as that term is defined at Section 1 hereinabove.

(f) If the Owner transfers ownership of the Property during the Period of Affordability, the requirement of affordability shall carry over and remain in effect with respect to the new owners for the duration of the applicable Period of Affordability.

SECTION 3. Residential Property. The Owner hereby represents, covenants, warrants and agrees that:

(a) The Development shall be acquired, constructed or rehabilitated for the purpose of providing "affordable housing";

(i) as prescribed in 24 CFR Part 92.252 in the event the Owner uses the Development for rental purposes, or

(ii) as prescribed in 24 CFR Part 92.254 in the event the Owner occupies the Development as its residence; and

(b) That, subject to the provisions of Section 4 below, the Development shall continue as affordable housing for the full Period of Affordability.

SECTION 4. Covenants to Run With the Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided herein, shall pass to and be binding upon the Owner's heirs, assigns and successors in title to the Land or the Development; provided, further, that upon the termination of this Declaration in accordance with the terms hereof, said covenants, reservations and restrictions shall expire. Except as provided herein, each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Development or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Development...
are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Land and Development.

SECTION 5. Term. This Declaration shall remain in full force and effect until the expiration of the Period of Affordability provided, however, that this Declaration shall automatically terminate in the event of foreclosure or transfer of title by deed in lieu of foreclosure. In the case of foreclosure or transfer of title by deed in lieu of foreclosure or similar event, such termination will cease to be in effect if, at any time during the remainder of the Period of Affordability, the owner of record immediately prior to the foreclosure or deed in lieu of foreclosure, or any newly formed entity that includes such former owner obtains an ownership interest in the Development or the Land.

SECTION 6. Correction of Noncompliance. The failure of the Owner to comply with any of the provisions of Section 2 of this Declaration shall not be deemed a default hereunder unless such failure has not been corrected within a period of sixty (60) days following the date that either of the parties hereto learned of such failure or should have learned of such failure by the exercise of reasonable diligence.

SECTION 7. Remedies; Enforceability. If a violation of any of the provisions hereof occurs or is attempted, the Lender and its successors and assigns may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, to compel specific performance hereunder, or to recover monetary damages caused by such violation or attempted violation. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Development at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times nor shall a failure to object or to enforce by Lender be considered a waiver.
SECTION 6. **Filing.** This Declaration shall be duly recorded in the office of the Recorder for the county in which the Land is located within ten (10) days following its execution.

SECTION 9. **Governing Law.** This Declaration shall be governed by the laws of the State of Ohio.

SECTION 10. **Amendments.** Except as provided in Section 4, this Declaration shall not be amended, revised, or terminated except by a written instrument, executed by both parties hereto or their successors in title, and duly recorded in the office of the Recorder for the county in which the Land is located.

SECTION 11. **Notice.** Any notice required to be given hereunder shall be given by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Lender: Paul L. Hubbard, Director
Department of Neighborhoods
One Government Center, 18th Floor
Toledo, Ohio 43604

Owner: Housing East Redevelopment Corp.
415 Front Street
Toledo, Ohio 43605

SECTION 12. **Severability.** If any provision hereof shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 13. **Multiple Counterparts.** This Declaration may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.
IN WITNESS WHEREOF, the Lender and the Owner have executed this Declaration by duly authorized representatives, all on the date first written hereinabove.

WITNESSES AS TO LENDER:

[Signature]
The City of Toledo, Ohio
By: Carleton S. Finkbeiner, Mayor

WITNESSES AS TO OWNER:

[Signature]
Housing East Redevelopment Corp.
By: Thomas B. Bowling
Its Executive Director

APPROVALS:

AS TO CONTENT:

[Signature]
Paul L. Hubbard

AS TO FORM:

[Signature]
Gary R. Taylor, Department of Law

STATE OF OHIO, COUNTY OF LUCAS: ss

Before me, a Notary Public in and for said County and State, personally appeared Carleton S. Finkbeiner, Mayor of the City of Toledo, Ohio, an Ohio Municipal Corporation, who acknowledged that he did sign said Declaration of Restrictions as such Mayor for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of __________ 199

[Signature]
NOTARY PUBLIC, STATE OF OHIO
STATE OF OHIO, COUNTY OF LUCAS:

Before me, a Notary Public in and for said County and State, personally appeared [Name] as Executive Director of Housing East Redevelopment Corp., an Ohio Corporation, who acknowledged that he did sign said Declaration of Restrictions as such officer of said corporation in its behalf and by authority of its Board of Directors; and that said Declaration of Restrictions is the voluntary act and deed of the said [Name] as such officer and the voluntary act and deed of said corporation for the uses and proposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this ___ day of __________, 199_.

[Seal]

NOTARY PUBLIC, STATE OF OHIO

THIRD INSTRUMENT PREPARED BY:

City of Toledo, Department of Law and completed by the Department of Neighborhoods
Exhibit "A"

The West Thirty-Two (32) feet of Lot Number One Hundred Sixty (160) in the Revised Plat of J.P. COATES KELLASTONE HEIGHTS, an Addition to the City of Toledo, Lucas County, Ohio.
INDENTURE OF RESTRICTIONS UPON THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS, AN ADDITION TO THE CITY OF TOLEDO, LUCAS COUNTY, OHIO.

KNOW ALL MEN BY THESE PRESENTS, That this indenture is entered into by and between the parties hereto on the day and year hereinafter written, and

WHEREAS, THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS is a Subdivision in the City of Toledo, Lucas County, Ohio, which has been laid out into lots, which lots are numbered consecutively from Number 1 to 329, both inclusive, with certain streets and ways dedicated to public use, and certain reservations by way of easement for the installation and maintenance of public utility service, in accordance with the original plat thereof, which is recorded at pages 21 and 22 in Volume 22 of the Plat Records in the Office of the Recorder of Lucas County, Ohio; and

WHEREAS, said lots in THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS are restricted by certain provisions contained in the Deeds covering lots, and parts of lots, as some of said lots have been re-subdivided into building sites of different size parcels than provided in the Recorded Plat all as set forth in the deeds for said parcels, which provisions of restrictions expire at different times and vary to some extent in their provisions. It is therefore necessary, desirable and beneficial to renew them in substance, and to revise said restrictions so as to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said parcels, and/or building sites, which are uniform in their provisions, duration, operation and affect all of the lots, parts of lots and/or building sites in THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS.

NOW THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS as an architecturally harmonious, artistic and desirable residence district, and to protect, preserve, continue, maintain and perpetuate the investment and values of the owners of lots, parts of lots, and/or building sites in said
addition, and further to provide for the regulation and protection of
each and every person, his heirs, executors, administrators, legal
representatives and/or assigns, who now are, or shall be the owners,
occupants or tenants of any interest in and to any lot, lots or parts
thereof, in the improvement, development, use, occupancy and enjoyment of
said property, we do in consideration of the premises, the benefits
accruing to us individually, jointly and severally, and in consideration
of the mutual covenants set forth herein to restrict the lots in THE
REVISED PLAT OF J. P. COATES KALASTONE HEIGHTS, as the owners of all
lots, parts of lots, and/or building sites, in said addition,
individually, jointly and severally, for ourselves, our heirs, executors,
administrators, legal representatives and/or assigns by the execution
and recording of this indenture of covenants and restrictions, hereby
restrict the improvement, development, use, occupancy and enjoyment of
all of the property in said sub-division for the period, to the extent
and in the manner following, to-wit:

(a) All lots in said addition excepting the rear of certain lots
located at or adjacent to the corner or intersection of two streets, shall
be used exclusively for residence purposes only. No structure shall be
erected on any residential lot other than one detached dwelling, not to
exceed two stories in height, and not to be occupied by more than two
families, together with one, or two car garage.

(b) Set back lines for buildings in the improvement of the said
premises shall be observed as follows:

(1) No dwelling house or residence shall be erected or kept on
lots, parts of lots, and/or building sites, including lots numbers 1 to
62. both inclusive, which is more or less than 15 feet from the front
property line of said premises.

(2) No dwelling or residence shall be erected or kept on lots,
parts of lots, and/or building sites, including lots numbers 63 to 93,
both inclusive, which is more or less than 20 feet from the front
property line of said premises, nor closer than 8 feet from the west
property line of said premises.

(3) No dwelling or residence shall be erected or kept on lots,
parts of lots, and/or building sites, including lots numbers 94 to 201, both inclusive, which is more or less than 25 feet from the front property line of said premises (porches excepted, which shall not be closer than 17 feet from the front property line) nor closer than 8 feet from the west property line of said premises, nor closer than 2 feet from the east property line of said premises, and no other building shall be closer than 70 feet from the front property line of said premises.

(4) No dwelling or residence shall be erected or kept on lots, parts of lots, and/or building sites, including lots numbers 202 to 329, both inclusive, which is more or less than 25 feet from the front property line of said premises (porches excepted, which shall not be closer than 17 feet from the front property line) nor closer than 8 feet from the south property line, nor closer than 2 feet from the north property line of said premises, and no other building shall be closer than 70 feet from the front property line of said premises.

Providing, however, that if at the time of the filing and recording of this indenture of covenants and restrictions, definite setback lines have been established by improvements and buildings which are then erected on a majority of the lots, parts of lots, and/or building sites, in any one block, the such uniform setback lines which have been established by such improvements shall prevail and all subsequent buildings and/or improvements, from and after the filing hereof, in such block shall conform to such established setback lines.

(c) No noxious or offensive trade shall be carried on upon any lot, parts of lots, and/or building sites, in said THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No basement, garage or any structure other than as permitted hereinafore, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot, parts of lots, and/or building sites.

(e) There shall not be erected, permitted or maintained on said lots, parts of lots, and/or building sites, any stable, cattle yard, hog
pen, fowl yard or house, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, cattle, or other live stock or any noxious, dangerous or offensive thing, whether of the character of those things enumerated or not, be permitted or maintained thereon.

(f) A perpetual easement is reserved over certain parts of said premises for sewer installation and maintenance as shown on the original plat.

(g) No dwelling costing less than $3,000.00, exclusive of garage, (said value to be determined at 1944 construction costs) shall be permitted on any lots, parts of lots, and/or building sites, in said subdivision. No structure shall be more than 2 stories in height and the minimum elevation, from the grade of the main structure, in the case of a one story structure, shall not be less than 20 feet.

(h) No intoxicating liquors or other alcoholic beverages shall be sold or manufactured on any lot, parts of lots, and/or building sites in said subdivision.

(i) Omit

(j) No building or other structures shall be erected, moved or maintained on any lot, parts of lots, and/or building sites, unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, the location thereof, and further showing said building or structure to be architecturally harmonious with, and in keeping with the buildings in the immediate vicinity, which plans and specifications shall be submitted to a committee to be selected as herein provided, for approval, and the rejection or approval thereof by the committee shall be endorsed upon said plans and specifications in writing.

The committee referred to in the preceding paragraph shall consist of five members who shall each be the owner, in fee simple, of property in said subdivision, shall serve without compensation and the terms of the members of such committee shall be at the sufferance of the
authority by which they were selected. The members of said committee shall be selected by the owners of a majority of the lots, parts of lots, and/or building sites in said subdivision. Vacancies occurring in the personnel of said committee shall be filled by the selection of new members to serve on said committee by owners of a majority of the lots, parts of lots, and/or building sites in said subdivision.

In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS ADDITION as an architecturally harmonious, artistic and desirable residential subdivision in accordance with the general plan as hereinbefore mentioned, and in approving or withholding its approval, of any plans and specifications so submitted the committee may consider the appropriateness of the improvement contemplated with relation to improvement on contiguous or adjacent building sites, its artistic and architectural merit, its adaptability to the lot, parts of lots, and/or building sites upon which it is proposed to be erected or made, and such other matters and considerations as said committee may deem to be to the interest and benefit of the owners of lots, part of lots, and/or building sites, in said subdivision as a whole with reference to said plan of development; and any determination made by said committee in good faith shall be binding upon all parties in interest.

(k) The covenants and restrictions herein shall run with the land and shall be binding upon each and every person who now is, or shall hereafter, become the owner of any interest in and to the lots, parts of lots, and/or building sites, in said subdivision or any part thereof until January 1, 1975, at which time said covenants and restrictions herein contained, or any portion thereof, may be extended for a further ten year period, or for successive ten year periods, thereafter on the written approval or agreement of two-thirds of the property owners in THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS.

(l) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lot, parts of lots, and/or
building sites, in THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS
may prosecute any proceedings at law or in equity against the person or
persons violating, or attempting to violate, any such covenants or
restrictions, to prevent him or them from so doing, or to cause the
removal of any violation and recover damages, or other dues, for such
violation and/or attempted violation.

(m) If any of the covenants or restrictions hereinafore are
held invalid by judgment or court order, the remainder of the covenants
or restrictions shall not be affected thereby and shall remain in full
force and effect.

We further covenant and mutually agree for ourselves, our heirs,
executors, administrators, legal representatives and/or assigns that
the aforesaid covenants, provisions and restrictions constitute our
general plan for the improvement, development, use, occupancy and
enjoyment of THE REVISED PLAT OF J. P. COATES KELLASTONE HEIGHTS
ADDITION; that said covenants, provisions and restrictions are
"Covenants Real", run with the land and shall be an encumbrance upon
the said property to the extent, and for the period or periods
specifically set forth herein, and that these covenants, provisions
and restrictions cancel and supersede all other covenants, provisions
and restrictions affecting said properties, which may now be of record,
contained in deeds, or otherwise in full force and effect.

IN WITNESS WHEREOF, we the undersigned, as owners of the lot,
lots or part thereof indicated opposite our names hereinbelow, or as
the owners of any interest therein by right of dower or otherwise, have
hereunto subscribed our names and executed this Declaration of
Covenants, Provisions and Restrictions this tenth day of January, 1945.

(Signed) The Palma Orchards Company,
   By L. D. Gotshall, its President,
   and Roy R. Blair, its Secretary-Treasurer.

Two witnesses.
EVIDENCE OF RESTRICTIONS UPON THE REVD SWAT PLAN OF J. P. COATES ELLASOME ESTATES, AN ADDITION TO THE CITY OF TOLEDO, Lucas County, Ohio.

Hereafter, said lots in the Revised Plan of J. P. Coates Ellasome Estates are restricted by certain provisions contained in the deeds covering lots, and parts of lots, as some of said lots have been re-subdivided into building sites of different sizes and parcels than provided in the Recorded Plan as set forth in the deeds for said parcels, which provisions of restrictions apply at different times and vary to some extent in their provisions. It is therefore necessary, material and beneficial to renew them in substance, and to revise said restrictions as to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said parcels, and/or building sites, which are uniform in their provisions, duration, operation, and affect all of the lots, parts of lots, and/or building sites in the Revised Plan of J. P. Coates Ellasome Estates.

The purpose of this Bill of Sale is to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Revised Plan of J. P. Coates Ellasome Estates as an architecturally harmonious, artistic and desirable residence district, and to protect, preserve, conserve, maintain and perpetuate the investment and values of the owners of lots, parts of lots, and/or building sites in said addition, and further to provide for the protection and preservation of each and every person, his heirs, executors, administrators, legal representatives and/or assigns, who now are or shall be the owners, occupants or tenants of any interest in and to any lot, lots or parts thereof, in the improvement, development, use, occupancy and enjoyment of said property, as we do in consideration of the premises, the benefits accruing to us individually, jointly and severally, and in consideration of the mutual covenants set forth herein to restrict the lots in the Revised Plan of J. P. Coates Ellasome Estates, as the owners of all lots, parts of lots, and/or building sites, in said addition, individually, jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives and/or assigns by the execution and recording of this instrument of covenants and restrictions, hereby restrict the improvement, development, use, occupancy and enjoyment of all of the property in said subdivision for the period, to the extent and in the manner following, to wit:

(a) All lots in said addition excepting the rear of certain lots located at or adjacent to the corner or intersection of two streets, shall be used exclusively for residenced purposes only. No structure shall be erected on any residential lot other than one detached dwelling, not to exceed two stories in height, and not to be occupied by more than two families, together with one, or two car garages.

(b) Set back lines for buildings in the improvement of the said premises shall be observed as follows:

No dwelling house or residence shall be erected or kept on any lot, parts of lots, and/or building sites, including lots Numbers One (1) to Thirty (30) both inclusive, which is more than fifteen (15) feet from the front property line of said premises.

No dwelling or residence shall be erected or kept on any lot, parts of lots, and/or building sites, including lots Numbers Thirty-one (31) to Ninety-nine (99), both inclusive, which is more or less than twenty (20) feet from the front property line of said premises, or closer than eight (8) feet from the side property line of said premises.
(6) No dwelling or residence shall be erected or kept on lots, parts of lots, and/or building sites, including lots Numbers Two Hundred Two (202) to Three Hundred Twenty-One (321), both inclusive, which are more or less than twenty-five (25) feet from the front property line of said premises, provided all such premises, which shall not be closer than seventeen (17) feet from the front property line of said premises, and no other building shall be closer than twenty (20) feet from the front property line of such premises.

Providing, however, that if at the time of the filing and recording of this Indenture of covenants and restrictions, definite lot lines have been established by a proper city or village or other municipality which are then erected on a majority of the lots, parts of lots, and/or building sites, in any one block, the such uniform lot lines which have been established by such municipality shall prevail and all subsequent buildings and/or improvements, from and after the filing date, in such block shall conform to such established lot line.

(c) No non-use or ineffective grade shall be carried on any lot, parts of lots, and/or building sites, in any one block of said sub-division.

ANY USES, ORDERS, or restrictions are hereby set aside in such premises which may be or become an annoyance or nuisance to the neighborhood.

(2) No basement, cellar, or any structure other than as permitted above, shall at any time be used for a purpose temporary or permanently, nor shall any residence or a temporary character be erected on any lot, parts of lots, and/or building sites.

(3) There shall not be erected, permitted or maintained on said lots, parts of lots, and/or building sites, any stable, cattle yard, hog pen, feed yard or fence, cess-pools, privy vaults or any form of privy, or any form of street, lawn, airport, or any other above or any nuisance, dangerous or offensive thing, whether of the character or size of those herebyancor or not, be permitted or maintained thereon.

(4) A perpetual easement is reserved over certain parts of said premises for sewer installation and maintenance as shown on the original plat.

(5) No dwelling costing less than Three Thousand ($3000.00) dollars, exclusive of costs, (said value to be determined at time of construction) be erected on any lot, parts of lots, and/or building sites, in said sub-division. No structure shall be more than two (2) stories in height and the minimum elevation, from the grade of the main structure, in the case of one story structures shall not be less than twenty (20) feet.

(6) No intoxicating liquors or other alcoholic beverages shall be sold or manufactured on any lot, parts of lots, and/or building sites, in said sub-division.

(7) Said premises shall be occupied by Canadian persons exclusively, except that this covenant and restriction shall not prevent occupancy by domestic servants of a different race or nationality, employed in the household of an owner or tenant.

(8) No building or other structure shall be erected, moved or maintained on any lot, parts of lots, and/or building sites, unless erected, moved or maintained in accordance with plans and specifications showing the size, kind, shape, type, material, color scheme, the location thereof, and further showing said building or structure to be architecturally harmonious with, and in keeping with the buildings in said subdivision, which plans and specifications shall be submitted to a committee to be elected as herein provided, for approval, and the rejection of said plans and specifications in writing.

The committee referred to in the preceding paragraph shall consist of five members who shall elect the owner, in one instance, of property in said subdivision, shall serve without compensation and the term of the members of such committee shall be at the pleasure of the authority by which they were selected. The number of said committee shall be selected by the owner of a majority of the lots, parts of lots, and/or building sites of said subdivision. Vacancies occurring in the personnel of said committee shall be filled by the selection of new members to said committee by owners of a majority of the lots, parts of lots, and/or building sites in said subdivision.

In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of the ENTIRE PLAN OF J. F. CLAYTON REAL ESTATE DEVELOPMENT as a pleasurable and harmonious, artistic and desirable residential subdivision in accordance with the general plan as hereinbefore mentioned, and in approving, or withholding its approval, of any plans and specifications as submitted the committee may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous acres of building sites, the arable and architectural merits, the adaptability to the lots, parts of lots, and/or building sites upon which it is proposed to be erected or made, and such other matters and considerations as said committee may deem to be of interest to the improvement of the lots, parts of lots, and/or building sites, in said subdivision as a whole with reference to said plan of development and any determinations made by said committee in good faith shall be binding upon all parties

interest.
The covenants and restrictions herein shall run with the land and
shall be binding upon each and every person who now has or shall hereafter, by
the owner of any interest to sell the land, lot or lots, and/or building sites,
in said subdivision or any part thereof until January 1st, 1977, at which time said
covenants and restrictions herein contained, or any portion thereof, may be exten-
sed for a further ten year period, or for successive ten year periods, character-
ized on the written approval or agreement of two-thirds of the property owner
in the
REtEilF ELAT OF J. P. COATES ELLIOTT HEIGHTS.

Any violation or attempt to violate any of the covenants or restric-
tions herein while the same are in force shall be unlawful. Any other person or
persons owning any part or parts of lots, and/or building sites, in said REtEilF
ELAT OF J. P. COATES ELLIOTT HEIGHTS may prosecute any proceedings at law or in
rem against the person or persons violating, or attempting to violate, any such
covenants or restrictions, to prevent him or them from doing, or to cause the
remedy of any violation and recover damages, or other dues, for such violation
and/or attempted violation.

If any of the covenants or restrictions hereinabove are held invalid
or unenforceable by judgment or court order, the remainder of the covenants or restrictions shall
not be affected thereby and shall remain in full force and effect.

We further covenant and mutually agree for ourselves, our heirs, execu-
tors, administrators, legal representatives and/or assigns that the aforesaid
covenants, provisions and restrictions constitute our general plan for the improve-
ment, development, use, occupancy and enjoyment of the aforesaid ELAT OF J. P. COATES
ELLATT heights addition that said covenants, provisions and restrictions are
"Covenants Real", run with the land and shall be an encumbrance upon the said con-
veyance to the extent, and for the period or periods specifically set forth herein,
and that these covenants, provisions and restrictions control and supersede all
other covenants, provisions and restrictions affecting said property, which may
now be of record, contained in deeds, or otherwise in full force and effect.

IN WITNESS WHEREOF, we the undersigned, as owners of the lots, parts of
lots, and/or building sites, and/or building sites, denies opposite our names hereinbelow, or as the
owners of any interest therein by right of dower or otherwise, have hereunto sub-
scribed our names and executed this Declaration of Covenants, Provisions, and
Restrictions.

[Signatures]

All of the foregoing signatures were
witnessed by the undersigned.

[Signatures]

All of the foregoing signatures were
witnessed by the undersigned.

[Signatures]

All of the foregoing signatures were
witnessed by the undersigned.
The covenants and restrictions herein shall run with the land and shall be binding on each and every person who now is or shall hereafter become the owner of any interest in and to the lots, parts of lots, and/or building sites, in said subdivision or any part thereof. All covenants and restrictions herein contained, or any part thereof, may be extended for a further ten year period, or for successive ten year periods, thereafter, as the written consent of the owners of two-thirds of the property owners in the ENCLOSED PLAT OF J. P. CONES ESTATE ESTATES.

(1) Any violation or attempt to violate any of the covenants or restrictions herein contained in the use or structure of the lots, parts of lots, and/or building sites, in the ENCLOSED PLAT OF J. P. CONES ESTATE ESTATES may prevent any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such covenants or restrictions, to prevent him or them from so doing, or to enjoin the removal of such violation and restore damages, or other losses, for such violation and/or attempted violation.

(2) If any of the covenants or restrictions hereinabove are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

We further covenant and mutually agree for ourselves, our heirs, successors, assigns, administrators, legal representatives and/or assigns that the aforesaid covenants, provisions and restrictions constitute our general plan for the improvement, development, use, occupancy and enjoyment of the ENCLOSED PLAT OF J. P. CONES ESTATE ESTATES.

In Witness Whereof, we the undersigned, as owners of the lots, parts of lots, and/or building sites indicated opposite our names heretofore, or as the owners of any interest therein by right of devise or otherwise, have hereunto subscribed our names and executed this Declaration of Covenants, Provisions, and Restrictions this day of ____________

[Signature]

[Signature]

[Signature]

[Signature]

All of the foregoing signatures were witnessed by the undersigned.

[Signature]

[Signature]

[Signature]
STATE OF OHIO,  
COUNTY OF LUCAS,  


and acknowledged the signing of the above instrument to be their free and voluntary act for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal at Toledo, Ohio on this 26th day of October, 1946.

RECEIVED & RECORDED  
AT 4:14 PM  
OCT 28 1946  

Charles V. W. Crandall  
Notary Public, Lucas County, Ohio  

$6.60 RECORDED. LUCAS COUNTY. OHIO 11/24/46.
J.P. COATES
KELLASTONE HEIGHTS

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.
C. A. Hazlett
Notary Public in and for Rockingham County, New Hampshire.
My commission expires Feb. 17th, 1914.

THE STATE OF NEW HAMPSHIRE { BE IT DECLARED that on the 11th day of August
COUNTY OF ROCKINGHAM } 1914, before me, the subscriber, a Notary Public
within and for the County and State aforesaid, personally came William F. Thayer, Trustee one of the
Grantors in the following conveys, and acknowledged the signing thereof to be his voluntary act and
deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal
on this day and year last aforesaid.

C. A. Hazlett
Notary Public in and for Rockingham County, New Hampshire.
My commission expires Feb. 17th, 1914.

THE STATE OF NEW HAMPSHIRE { BE IT DECLARED that on the 11th day of August
COUNTY OF ROCKINGHAM } 1914, before me, the subscriber, a Notary Public
within and for the County and State aforesaid, personally came John K. Bates, Trustee one of the
Grantors in the foregoing conveyance and acknowledged the signing thereof to be his voluntary act and
 deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal
on this day and year last aforesaid.

C. A. Hazlett
Notary Public in and for Rockingham County, New Hampshire.
My commission expires Feb. 17th, 1914.

Received for record Oct. 20, 1914, at 9:35 A.M.
Recorded Oct. 28, 1914.

No. 78510

That I, J. Proctor Coates, unmarried, of the City of Toledo, Lucas County, Ohio, in
consideration of one dollar and other valuable considerations to me paid by Freder
ick C. Ringersen of Toledo, Ohio, the receipt whereof is hereby acknowledged, do her
by bargain, sell and convey to the said Frederick C. Ringersen his heirs and assigns
the following real estate, viz:—

Parcel Number One: North twenty-eight (28) feet of lot twenty-eight (28) and
the south twelve (12) feet of lot number twenty seven (27). Parcel number two. The
north twenty eight (28) feet of lot number twenty seven (27) and the south twelve
(12) feet of lot number twenty six (26). Lots number one (1) and two (2). All the
above named parcels and lots being situated in J. F. Contee Parkwood Additions
north to the city or village limits only, Ohio.

TO HAVE AND TO HOLD the same to the said Frederick C. Hingelston his heirs and
assigns forever, the Grantor hereby covenants that the title so conveyed is clear,
free and unimpeached, and that he will warrant and defend the same against all claims
Lawful, except taxes and assessments due and payable December 30th, 1915 and there-
after.

This deed is made and accepted upon the following express conditions provisions
and covenants:

1. The said premises shall be occupied and used for residence purposes exclusively,
and for no other purpose whatever.

2. No residence or dwelling house shall be erected nearer than thirty-five
(35) feet to the west line of said parcels number one (1) and two (2) fronting on
Parkwood Avenue nor nearer than thirty-five (35) feet to the west line of said lots
number one (1) and two (2) fronting on Scottwood Avenue and the northerly foundation
wall of said residence or dwelling house shall not be less than thirty-five (35) feet from
the north lines of said parcels and lots.

3. No residence or dwelling house shall be erected or kept on said premises
costing less than four thousand dollars ($4,000.00) exclusive of other buildings and
improvements on said premises, and the standing or such residence or dwelling house
shall not be less than fourteen (14) feet high above the top of the first floor joints
in the place of the main roof of such residence or dwelling house shall not be less
than twenty-eight (28) feet high above the top of the foundation walls. No flat
building, terraces or decks house shall be erected or kept on said premises.

4. No residence or dwelling house shall be built on any or said parcels or
lots, the main foundation wall of which shall be more than thirty (30) feet wide,
running parallel with the east line of said parcels fronting on Parkwood Avenue and
the west line of said lots fronting on Scottwood Avenue.

5. No suitable privy vault, barn or stable shall be erected or kept on said
premises.

6. The above agreements, conditions and covenants in this deed shall run with
and bind the land hereby conveyed and every part thereof, and be binding on every
person who shall be the owner or in possession of said premises.

In witness whereof the said J. Proctor Contee has hereunto set his hand this
day of October in the year nineteen hundred thirteen.

[Signatures]

J. Proctor Contee

Delivered in the presence of

Albert T. Courley

James K. Bloomer

Notary Public in and for said County

BE IT REMEMBERED that on this fifteenth day of October in the
year one thousand nine hundred and thirteen, before
me, the subscriber a Notary Public within and for said County
personally came J. Proctor Contee, the Grantees in the above conveyance, and acknow-
ledged the same to be his voluntary act and deed, for the purpose therein