OTTAWA HEIGHTS

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DECLARATION OF RESTRICTIONS
AS TO OTTAWA HEIGHTS,
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

Fairwood Building Corp., a corporation organized and
existing under the laws of the State of Ohio, with its principal
place of business at 524 McIntyre Lane, Maumee, Ohio (hereinafter
called "Fairwood"), has caused to be duly laid out, approved,
adopted and recorded in Volume 70 page 55 of the Plat Records in
the office of the County Recorder of Lucas County, Ohio, a certain
plat designated as OTTAWA HEIGHTS, (hereinafter called the "Plat"),
a Subdivision in the City of Toledo, Lucas County, Ohio (hereinafter
called "Ottawa Heights"). Fairwood is now the owner of all the
lots in the Plat, and proposes to adopt restrictions as to the use
thereof in order to preserve said addition as a desirable residential
district. These restrictions constitute a general plan applicable
to the development and use of the Plat and all of the lots thereof.
These restrictions shall run with the land for the benefit of
Fairwood and all subsequent owners of the restricted lots in the
Plat, and shall be binding upon all such lots.

Said restrictions, hereby adopted, which shall be made a
part of all conveyances of premises, in the Plat, shall be and are
as follows:

ARTICLE I
General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter
used shall be held to include and mean the covenants, agreements,
conditions, provisions, easements, restrictions and charges herein
set forth.
2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

4. The word "plot" as used in this Declaration of Restrictions is intended to mean any parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The words "mobile home" as used in this Declaration of Restrictions are intended to mean any house car, house trailer, or similar mobile unit which may be used for dwelling or sleeping purposes.

7. Fairwood shall not be or become liable to any owners of any plot in the Plat or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that Fairwood shall be liable only for its own gross negligence or willful misconduct.

8. 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.
9. In the event of a material change in conditions or in circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of plots in said addition, or which would cause such restrictions to cease being beneficial to the owners of such plots, then Fairwood, its successors and assigns, after written notice given by mail to the owners of plots in the Plat, and after the written approval of the holders of record title to more than fifty per cent (50%) of the total area in Ottawa Heights is given, the Architectural Control Committee may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all plot owners.

ARTICLE II

Use of Land

1. All the land in Ottawa Heights shall be subject to the following terms and conditions:

   (a) The land in Ottawa Heights shall be used for residential purposes only and for no other purposes. Except as provided in paragraph (b) of this Article II, no more than one residence shall be built upon any one plot.

   (b) Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants, and accessory buildings the use of which is incidental to such residence buildings. Garages shall not be used for commercial or manufacturing purposes and shall not be used as temporary residence quarters. No basement, trailer, mobile home, or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any mobile home, residence or other structure of a temporary character be permitted on any lot, except that those structures approved by
Fairwood as proper for the sale, construction and development of said plots are permitted.

(c) All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by the Architectural Control Committee.

(d) No structure or building, or part thereof (including porches, verandas, porte'-cochere', or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear lines, than as shown as building lines on the Plat, and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from the Architectural Control Committee, as hereinafter provided. No fences shall be erected or maintained upon any lot or plot in excess of four (4) feet in height or nearer the front line of such lot or plot than the front building line shown on the Plat. Chain link steel fences, as well as two or three rail split rail wood fences can be constructed without approval of Architectural Control Committee. Other fence materials or design must have committee approval.

(e) No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

(f) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

(g) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(h) No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power mowers, power shears and similar equipment, shall be used by anyone on Sundays or Holidays from May 1 to October 1 of each year prior to 9:00 a.m. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

(i) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(j) No dwelling shall be permitted on any lot at a cost of less than Fifteen Thousand ($15,000) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 900 square feet for a one-story building, nor less than 500 square feet for a dwelling of more than one story.
ARTICLE III

Approval of Plans

1. 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 Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topo-graphy and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 2, below, of this Article III.

2. The Architectural Control Committee is composed of Frank Roach, 52d McIntyre Lane, Maumee, Ohio, Nancy Roach, 524 McIntyre Lane, Maumee, Ohio, and John Kolar, 5405 Campden Drive, Sylvania, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be
required and the related covenants shall be deemed to have been fully complied with.

3. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes of the plot, 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 for the development and use of said Ottawa Heights.

4. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

Fairwood reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements, and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires, and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, across, or under all of the areas designated as "utility easement," "sewer easement," "drainage easement" or with words of similar import on the Plat and along and upon all highways now existing or hereafter established and abutting all the plots in said Ottawa Heights. Fairwood also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Ottawa Heights from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient installation, repair and operation of such equipment. No buildings or other structures, or any part
thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement," "sewer easement," "drainage easement" or with words of similar import upon the Plat. The terms "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

No owner of any of the plots in Ottawa Heights has the right to reserve or grant any easements or rights-of-way upon or over any of the plots in the Plat without the written consent of Fairwood.

ARTICLE V
Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners and their heirs, successors and assigns, and all land in said Ottawa Heights for a period of thirty (30) years after the date of the recording of this Declaration of Restrictions as to Ottawa Heights, a subdivision in the City of Toledo, Lucas County, Ohio, with the Lucas County, Ohio Recorder.

ARTICLE VI
Right to Enforce

1. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.
2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Fairwood shall be assignable and shall inure to the benefit of the successors and assigns of Fairwood.

IN WITNESS WHEREOF, Fairwood Building Corp. has caused its corporate name to be subscribed to these presents by its president and secretary this 28th day of November, 1973.

(Signed) Fairwood Building Corp.

By Frank J. Roach, President

Two witnesses. Nancy E. Roach, Secretary.

Acknowledged November 28, 1973 by said Corporation, by said Officers, by authority of its Board of Directors, before a Notary Public, State of Ohio, (Seal).

Received for record December 3, 1973 and recorded in Volume 2772 of Mortgages, page 45.