OTTAWA HILLS HEIGHTS

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DECLARATION OF RESTRICTIONS

FOR

OTTAWA HILLS HEIGHTS, AN
ADDITION IN THE CITY OF
TOLEDO, LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by Ottawa Hills Heights Co., a partnership, hereinafter for convenience referred to as "The Co.", on the 23rd day of February, 1984.

WITNESSETH:

WHEREAS, The Co. is the owner of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

Lots numbered 1 through 31 inclusive, in OTTAWA HILLS HEIGHTS, an Addition in the City of Toledo, Lucas County, State of Ohio, all of which real estate is hereinafter for convenience referred to as Ottawa Hills Heights.

WHEREAS, The Co. and The United Savings and Loan Association, of Toledo, Ohio, Trustee, hereinafter referred to as "Trustee", desire to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of Ottawa Hills Heights certain easements and rights in, over and to Ottawa Hills Heights, and certain restrictions with respect to the use of Ottawa Hills Heights.

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

ARTICLE ONE

Section 1. No dwelling, multiple dwelling, any addition thereto, or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plat plan showing the proposed location of said dwelling or multiple dwelling upon said premises and the plans, specifications and details of said dwelling or multiple dwelling shall have been approved in writing by The Co. and the Trustee, their successors and assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with The Co. and the Trustee, and no dwelling or multiple dwelling, except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. (A) Lots 5 to 39, inclusive and lots 45 to 77, inclusive shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants,
and no other than one single family shall occupy one dwelling unit in a building, hereinafter for convenience called "dwelling", shall be erected, reconstructed, placed or suffered to remain thereon.

(8) Lots 1 to 4 inclusive, lots 40 to 44 inclusive, shall be used and occupied solely and exclusively for multiple (not more than four family apartments) and no other than one single family shall occupy one dwelling unit (apartment).

(C) Lots 78 to 83 inclusive, may be used and occupied for high rise residential apartments as permitted under the present R-5 zoning ordinances and regulations of the City of Toledo.

SECTION 3. No dwelling or multiple dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, having a cost and fair value (based on construction costs) exclusive of land, as follows:

(A) Not less than $28,500 for a single family residence,
(B) Not less than $46,000 for a 2-family residence,
(C) Not less than $65,000 for a 3-family residence,
(D) Not less than $85,000 for a 4-family residence.
(E) Not less than $20,000 per dwelling in any multiple dwelling building having more than 4-family residences (Apartments) located therein.

SECTION 4. No dwelling or multiple dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said addition, nor nearer to any side line or rear line than shall be determined by The Company and the Trustee, in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. This restriction as to the distances at which said dwelling or multiple dwelling shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, porte cochere, and other similar projections of said dwelling or multiple dwelling. The parcel of land upon which a dwelling or multiple dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith, may include one lot or part of one, two or more lots delineated on the recorded plat of Ottawa Hills Heights, but only with the written consent of Ottawa Hills Heights Co.

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 dwellings and the servants thereof, nor unless such garage be made an integral part of said dwellings, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been
first approved in writing by The Co. and the Trustee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with The Co. and the Trustee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. This section shall apply only to single family residences and lots referred to in Article I, Section 2 (a).

SECTION 6. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by The Co. in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by The Co. Complete specifications for construction of driveway shall be submitted to The Co. and its approval thereof endorsed thereon in writing.

SECTION 7. 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 for 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 growths, 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 tree, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of the Co., provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by The Co., or removal ordered by any State or local governmental authority having jurisdiction thereof. 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 The Co., shall having been first obtained therefor, 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.

SECTION 8. In connection with the provisions contained in Section 3 and 4 above, it is hereby provided that if, in the opinion of The Co., and Trustee, 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 enforcement of the provisions of said sections would work a hardship, The Co., and Trustee, 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 or adjacent property.

Section 9. The Co. 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 portion of said premises may now or hereafter front or abut.

Section 10. The Co. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the back sides of each lot, as shown on the plat of The Co., designated as utility and stream 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, drainage 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 Ottawa Hills Heights Addition, over or upon which easements for the installation and maintenance of public utilities, storm, drainage stream, and sanitary sewers will be or have been granted.

Section 11. 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; 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 pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, 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 The Co., to erect small structures and place signs on any unsold lot or improvements thereon.

Section 12. 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 Co., 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 The Co.

SECTION 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. 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 yard equipment, including 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 ten o' clock A.M.

SECTION 14. The Co., 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.

SECTION 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by The Co.

SECTION 16. The Co., Trustees, jointly and severally reserve and are 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by either The Co., and/or Trustee, and The Co., and/or The Trustee, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of The Co., and/or the Trustee, 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 thereof or consent to any continuing, further or succeeding breach or violation thereof, and The Co., and/or The Trustee, shall at any and all times have the right to enforce the same.

SECTION 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of The Co.

SECTION 18. In all instances where plans and specifications are required to be submitted to and are approved by The Co., and/or Trustee, 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.

SECTION 12. Whenever any of the foregoing covenants, reservations agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by either The Co. and/or The Trustee, any such approval, designation, determination, modification, consent or any other such action by Norman H. Feldstein, Architect, and any attorney authorized to sign deeds on behalf of The Co. and/or the Trustee, and approved by the written powers of attorney of The Co., and/or The Trustee, as then recorded in the records of Lucas County, Ohio shall be sufficient.

ARTICLE TWO

SECTION 1. Upon the completion and sale of not less than fifty single family residences in said Ottawa Hills Heights, The Co., may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Ottawa Hills Heights Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a single family full building site) shall become a member thereof and each such owner, including The Co., 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.

SECTION 2. The association, by vote of 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.

SECTION 3. The Co., and The Trustee, may, by an instrument in writing, in the nature of an assignment, vest the Association; if and when formed, with the rights, privileges and powers herein retained by the said Company and the Trustee, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

SECTION 4. In the event at any future time The Co., is no longer in existence (whether from voluntary or involuntary causes) and have no successors or assigns, the association shall thereafter be deemed The Co. for all purposes herein and if said association is not in existence and has no successors or assigns, the Trustee, its successors or assigns shall alone be vested with and exercise all the rights and privileges herein reserved to The Co. and The Trustee.
ARTICLE THREE

SECTION 1. Each grantee of The Co., 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 Co. and The Trustee, and the Association 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 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 of provision herein contained shall give The Co. and/or The Trustee, or their 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 such lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and The Co. and The Trustee, or their successors 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.

SECTION 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed 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 supersede or in any way reduce the security or affect the validity of any such mortgage or 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 so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

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.

SECTION 4. 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.
SECTION 5. The Co. and The Trustee, reserve 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.

SECTION 6. A violation of any of the rules and regulations adopted by either The Co. and/or The Trustee or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by The Co. and The Trustee shall be assignable to, and shall inure to the benefit of their successors and assigns.

ARTICLE FOUR

SECTION 1. The aforesaid restrictions shall be in full force and in effect until the first day of January, 1994, and shall continue in full force and effect after January 1, 1994 until such time as the owners of at least 51% of the lots in Ottawa Hills Heights shall sign, execute, acknowledge, and file for record, appropriate instruments in writing authorizing, amending or terminating such restrictions.

SECTION 2. Anything to be contrary notwithstanding, the provisions and restrictions referred to in this declaration of restrictions after the formation and establishment of the association under Article 2, Section 1 to 4, inclusive, shall be binding only upon those lots restricted to single family residential use only, and thereafter lots numbers set forth in Article 1, Section (b) shall be released from this Declaration of Restrictions.

IN WITNESS WHEREOF, Herman H. Feldstein and Irving Feldstein, partners, doing business as Ottawa Hills Heights Co., a partnership, and The United Savings and Loan Association, Trustee, of Toledo, Ohio, have each caused this Declaration of Restrictions to be signed, on the day and year first above written.

Ottawa Hills Heights Co. (a partnership)
By. Herman H. Feldstein
By. Irving Feldstein
Partners

The United Savings and Loan Association, Trustee
By. R. P. Whitehead, Vice President
By. Charles E. Trauger, Secretary
(Corporate seal)

Four witnesses, two as to each signature.

Acknowledged February 28, 1964, by Ottawa Hills Heights Co., a partnership, by said partners, before a Notary Public, Lucas County, Ohio (seal).
Acknowledged April 16, 1964, by The United Savings and Loan Association, Trustee, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Received for record June 2, 1964 and recorded in Volume 2115 of Mortgages, page 254.
AMENDED
DECLARATION OF RESTRICTIONS
FOR
OTTAWA HILLS HEIGHTS, AN
ADDITION IN THE CITY OF
TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, on the 28th day of February, 1964, OTTAWA HILLS
HEIGHTS CO., a partnership, as Owner (hereinafter referred to as
"The Co."); and THE UNITED SAVINGS AND LOAN ASSOCIATION OF TOLEDO,
OHIO, as Trustee (hereinafter referred to as "Trustee") made and
entered into a DECLARATION OF RESTRICTIONS for the real estate
situated in the City of Toledo, Lucas County, Ohio, viz.:

Lots number 1 through 83, inclusive, in OTTAWA HILLS
HEIGHTS, an ADDITION in THE CITY of TOLEDO,
LUCAS COUNTY, STATE OF OHIO, all of which real
estate is hereinafter for convenience referred
to as OTTAWA HILLS HEIGHTS.

WHEREAS, said DECLARATION OF RESTRICTIONS was received and
filed for record on the 2nd day of June, 1964, in Volume 2115, Page
254, of Deeds in the office of the Recorder of Lucas County, Ohio;

WHEREAS, The Co. and the Trustee desire for their own
benefit and for the benefit of all future owners or occupants of all
or any part of OTTAWA HILLS HEIGHTS to amend the aforesaid DECLARATION
OF RESTRICTIONS, as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED by and between The Co. and the
Trustee that said Declaration of Restrictions is hereby amended, so
that as amended the same reads as follows:

ARTICLE ONE

Section 1. No dwelling, multiple dwelling, any addition thereto
or any alterations thereof shall be erected, reconstructed, placed or
suffered to remain upon said premises, unless nor until the size,
location, type, style or architecture, use, the materials or construction
thereof, the color scheme therefore, the grading plan of the lot,
including the grade elevations of said dwelling, the plot plan showing
the proposed location of said dwelling or multiple dwelling upon said
premises and the plans, specifications and details of said dwelling or
multiple dwelling shall have been approved in writing by The Co. and
the Trustee, their successors and assigns, and a true copy of said
plans, specifications and details shall have been lodged permanently
with The Co. and the Trustee, and no dwelling or multiple dwelling,
except such as conforms to said plans, specifications and details shall
be erected, reconstructed, placed, or suffered to remain upon said
premises.

Section 2. (A) Lots 5 to 39, inclusive, and lots 45 to 77,
and assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with The Co. and the Trustee, 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.

Section 2. (A) Only single family and/or two-family dwellings shall be erected on Lots 1 to 39, inclusive, and lots 45 to 77, inclusive, in OTTAMA HILLS HEIGHTS, and shall be used and occupied solely and exclusively for private residence purposes by a single family and/or for two families, including their family servants, and no other than one single family shall occupy one dwelling unit in a building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed, or suffered to remain thereon. A dwelling may be erected on one lot or part of one lot, or one, two or more lots inclusive subject to provisions of Article One, Section 2 (D) hereof.

(B) Lots 1 to 4, inclusive, lots 40 to 44, inclusive, in OTTAMA HILLS HEIGHTS shall be used and occupied solely and exclusively for multiple (not more than four-family apartments), and no other than one single family shall occupy one dwelling unit (apartment). A multiple family dwelling may be erected on one lot or part of one lot, or one, two or more lots inclusive, subject to provisions of Article One, Section 2 (C) hereof.

(C) Lots 78 to 83, inclusive in OTTAMA HILLS HEIGHTS may be used and occupied for multiple dwellings and/or high rise residential apartments as permitted under the present R-5 Zoning Ordinances and Regulations of the City of Toledo. Said multiple dwellings and/or high rise residential apartments may be erected on one lot or part of one lot, or one, two or more lots inclusive.

(D) No building or structure shall be erected or caused to be erected on any lot or part of any lot, or parts of one, two or more lots (hereinafter referred to as "single parcel of land") that is not in conformity with the zoning ordinances and regulations of the City of Toledo, Lucas County, Ohio, as to the minimum width and minimum lot area prescribed for Districts R-1 to R-5, inclusive, applicable to any lot or "single parcel of land".

Section 3. No dwelling or multiple dwelling shall be erected, reconstructed, placed, or suffered to remain upon said premises, having a cost and fair value (based on the then existing construction costs) exclusive of land, as follows:

(A) Not less than $23,000.00 for a single family dwelling;
(B) Not less than $30,000.00 for a two-family dwelling;
(C) Not less than $45,000.00 for a three-family dwelling;
(D) Not less than $60,000.00 for a four-family dwelling;
(E) Not less than $15,000.00 per single family unit in any multiple dwelling building having more than four-family residences (apartments) located therein.

Section 4. No dwelling or multiple dwelling shall be erected, reconstructed, placed, or suffered to remain, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said addition, nor nearer to any side line or rear line than shall be determined by The Co. and the Trustee, in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. This restriction as to the distances at which said dwelling or multiple dwelling 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 or multiple dwelling. The parcel of land upon which a dwelling or multiple dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith, may include
one lot or part of one, two or more lots delineated on the recorded plat of Ottawa Hills Heights, but only with the written consent of Ottawa Hills Heights Co.

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 a family occupying said dwellings and the servants thereof, nor unless such garage be made an integral part of said dwellings, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by The Co. and the Trustee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with The Co. and the Trustee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, excepting until the written consent of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. This section shall be applicable to single and two-family residences and lots referred to in Article One, Section 2 (A) and amendments thereto.

Section 6. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by The Co. in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by The Co. complete specifications for construction or driveway shall be submitted to The Co. and its approval thereof endorsed thereon in writing.

Section 7. No portion of the within described premises nearer to any highway than the building set-back 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 for statuary, fountains and similar ornamentations. For the purpose of beautifying said premises or for vegetables, so-called, or grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. No trees, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of The Co., provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by The Co., or removal ordered by any state or local governmental authority having jurisdiction thereof. 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 The Co., shall have been first obtained therefor, 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.

Section 8. In connection with the provisions contained in Section 3 and 4 above, it is hereby provided that if, in the opinion of The Co. and Trustee 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 enforcement of
the provisions of said sections would work a hardship, The Co., and
Trustee, may modify such provisions so as to permit variations in cost,
site, type, location or otherwise that will not, in its judgment, do
material damage to any abutting or adjacent property.

Section 9. The Co. reserves the exclusive right to grant consents for
the construction, operation and maintenance of electric light, telepho-
ne 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 incident 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.

Section 12. The Co. reserves to itself, its successors and assigns, a
perpetual easement in, through, under and/or over those portions of the
real and tangible parts of each lot, as shown on the plat of The Co., designated
as utility and stream right-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, drainage
or any other public utility facilities, together with the necessary or
proper incident and appurtenances; and no building or other structure, or
any part thereof, shall be erected or maintained upon any part of the
property in OTTAWA HILLS HEIGHTS ADDITION, over or upon for which
the easements for the installation and maintenance of public utilities,
storm, drainage stream, and sanitary sewers will be or have been granted.

Section 11. No spirituous, vinous or fermented liquor of any kind shall
be manufactured or sold, either at wholesale or for 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, sewer,
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; nor shall the premises be used in any way or for any
purpose which may endanger the land. No pole, or overhead or exposed wire
whether for use in connection with radio, telephone, television, electric
light, or any other purpose, and no advertising sign, billboard or other
advertising device, whether for the purpose of advertising the sale of
said premises or upon or visible from the outside of said dwelling without
the consent of the Co., to erect small structures and place signs on any
unsold lot or improvement thereon.

Section 12. No animals, rabbits or poultry, or any kind, character or
species of fowl or livestock, shall be kept upon or maintained on any lot
or tract. The Co., 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 The Co.

Section 13. No clothes, sheets, blankets or other articles shall be hung
out or exposed on any part of said premises, except in the rear yards and
then only on portable laundry dryers of a revolving type not higher than
seven feet from the ground. No more than one dryer may be used for each
dwelling house. No laundry shall be hung for drying on Sundays or
holidays. 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 yard equipment, including 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 ten o’clock a.m.

Section 14. The Co. 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.

Section 15. All rubbish and debris, combustible and noncombustible, and
all garbage shall be stored in underground containers or stored and main-
tained in containers entirely below the garage or basement. The general
regulations for the storage, maintenance and disposal of rubbish, debris
leaves, and garbage may, from time to time, be established by the Co.

Section 16. The Co., Trustee, jointly and severally reserve and are 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by either the Co., and/or Trustee, and The Co., and/or Trustee, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Co. and/or the Trustee, 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 thereof or consent to any continuing, further or succeeding breach or violation thereof, and the Co. and/or the Trustee, shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Co., but the Co. reserves unto itself, its heirs, successors and assigns, the right to subdivide or convey less than the whole of any one or more lots as permitted under Article One, Section 2 (A) to 2 (D), inclusive, as amended herein.

Section 18. In all instances where plans and specifications are required to be submitted to and approved by the Co., and/or Trustee, 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.

Section 19. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by either the Co., and/or the Trustee, any such approval, designation, determination, modification, consent or any other such action by Herman H. Feldstein, Architect, and any attorney authorized to sign deeds on behalf of the Co., and/or the Trustee, and approved by the written powers of attorney of the Co., and/or the Trustee, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than fifty single or two-family residences in said OTTAWA HILLS HEIGHTS, the Co. may cause to be incorporated a nonprofit corporation under the laws of the State of Ohio, to be called the "Ottawa Hills Heights Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a single building site whether for single or two-family residence) shall become a member thereof, and each such owner including the Co. 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.

Section 2. The association, by vote of 2/3's 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.
Section 1. The Co., and the Trustee may, by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Company and the Trustee, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

Section 4. In the event at any future time The Co., is no longer in existence (whether from voluntary or involuntary causes) and have no successors or assigns, the Association shall thereafter be deemed The Co., for all purposes herein and if said association is not in existence and has no successors or assigns, the Trustee, its successors and assigns shall alone be vested with and exercise all the rights and privileges herein reserved to The Co., and the Trustee.

ARTICLE THREE

Section 1. Each grantee of The Co., 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 Co. and the Trustee, and the Association, created or reserved by this Declaration or by plat or deed restrictions herefore 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 of provision herein contained shall give The Co. and/or the Trustee, or their 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 therein contrary to the intent and meaning of the provisions hereof, and The Co. and the Trustee, or their successors 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.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed by The Co. encumbering any of the real property herein described and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or 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 so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

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.

Section 4. 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 the validity, enforceability of effect of the rest of this Declaration.
Section 5. The Co. and the Trustee, reserve 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.

Section 6. A violation of any of the rules and regulations adopted by either The Co. and/or the Trustee, or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by The Co. and the Trustee, shall be assignable to, and shall inure to the benefit of their successors and assigns.

ARTICLE FOUR

Section 1. The aforesaid restrictions shall be in full force and in effect until the first day of January, 1994, and shall continue in full force and effect after January 1, 1994, until such time as the owners of at least 91% of the lots in OTTAWA HILLS HEIGHTS shall sign, execute, acknowledge, and file for record, appropriate instruments in writing authorizing, amending or terminating such restrictions.

Section 2. Anything to the contrary notwithstanding, the provisions and restrictions referred to in this Declaration of Restrictions after the formation and establishment of the association under Article 2, Section 1 to 4, inclusive, shall be binding only upon those lots restricted to single and two-family residential use only, and thereafter lots numbers set forth in Article One, Section (A) and (C) shall be released from this Declaration of Restrictions.

IN WITNESS WHEREOF, HERMAN H. FELDSTEIN and IRVING FELDSTEIN, partners doing business as OTTAWA HILLS HEIGHTS CO., a partnership, and THE UNITED SAVINGS AND LOAN ASSOCIATION, TRUSTEE, of TOLEDO, OHIO, have caused this SECOND AMENDMENT OF DECLARATION OF RESTRICTIONS to be signed of this 19th day of June, 1967.

Two witnesses

OTTAWA HILLS HEIGHTS CO.
(a partnership)
By Herman H. Feldstein (partner)
By Irving Feldstein (partner)

Two witnesses

THE UNITED SAVINGS AND LOAN ASSOCIATION, TRUSTEE

By R. P. Whitehead (Vice-President)
By Charles E. Trauger (Secretary)

(CORPORATE SEAL)

Acknowledged June 19, 1967 by Ottawa Hills Heights, Co., a partnership, by Herman H. Feldstein and by Irving Feldstein, partners, before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged June 19, 1967 by The United Savings and Loan Association, Trustee, by R. P. Whitehead, Vice-President, and by Charles E. Trauger, Secretary and by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (seal).

Received for record July 14, 1967 and recorded in Volume 2217 of Mortgages, page 275.
SECOND AMENDMENT

DECLARATION OF RESTRICTIONS

FOR

OTTAWA HILLS HEIGHTS, A

SUBDIVISION IN THE CITY OF

TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, on the 28th day of February, 1964, OTTAWA HILLS HEIGHTS CO., a partnership, as Owner (hereinafter referred to as "The Co.") and THE UNITED SAVINGS AND LOAN ASSOCIATION of TOLEDO, OHIO, as Trustee (hereinafter referred to as "Trustee"); made and entered into a DECLARATION OF RESTRICTIONS for the real estate situated in the City of Toledo, Lucas County, Ohio, viz:

Lots numbers 1 through 83, in OTTAWA HILLS HEIGHTS, a SUBDIVISION in the CITY of TOLEDO, LUCAS COUNTY, OHIO, all of which real estate is hereinafter for convenience referred to as OTTAWA HILLS HEIGHTS.

WHEREAS, said DECLARATION OF RESTRICTIONS was received and filed for record on the 2nd day of June, 1964, in Volume 2115, Page 254, of Mortgages in the office of the Recorder of Lucas County, Ohio;

WHEREAS, said DECLARATION OF RESTRICTIONS were amended under date of February 25, 1965, and said Amended DECLARATION OF RESTRICTIONS was received and filed for record on March 12, 1965, in Volume 2141, Page 1 of Mortgages in the Office of the Recorder of Lucas County, Ohio;

WHEREAS, the Co., the owner of more than fifty-one percent (51%) of the lots in OTTAWA HILLS HEIGHTS, and the Trustee desire for their own benefit of all future owners or occupants of all or any part of OTTAWA HILLS HEIGHTS to amend the aforesaid DECLARATION OF RESTRICTIONS as amended, as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED by and between The Co. and the Trustee that said DECLARATION OF RESTRICTIONS as amended is hereby amended, so that as amended the same reads as follows:

ARTICLE ONE

Section 1. No dwelling, multiple dwelling, any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials or construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling or multiple dwelling upon said premises and the plans, specifications and details of said dwelling or multiple dwelling shall have been approved in writing by The Co. and the Trustee, their successors
Inclusive, shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family shall occupy one dwelling unit in a building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon. A single family dwelling may be erected on one lot or part of one lot, or one, two or more lots inclusive subject to provisions of Article One, Section 2 (D) hereof.

(B) Lots 1 to 4, inclusive, lots 40 to 44, inclusive, shall be used and occupied solely and exclusively for multiple (not more than four family apartments), and no other than one single family shall occupy one dwelling unit (Apartment). A multiple family dwelling may be erected on one lot or part of one lot, or one, two or more lots inclusive, subject to provisions of Article One, Section 2 (C) hereof.

(C) Lots 78 and 83 inclusive, may be used and occupied for multiple dwellings and/or high rise residential apartments as permitted under the present R-5 Zoning Ordinances and Regulations of the City of Toledo. Said multiple dwellings and/or high rise residential apartments may be erected on one lot or part of one lot, or one, two or more lots inclusive.

(D) No building or structure shall be erected or caused to be erected on any lot or part of any lot, or parts of one, two or more lots (hereinafter referred to as "Single parcel of land") that is not in conformity with the zoning ordinances and regulations of the City of Toledo, Lucas County, Ohio, as to the minimum width and minimum lot area prescribed for districts R-1 to R-5, inclusive, applicable to any lot or "Single parcel of land".

Section 3. No dwelling or multiple dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, having a cost and fair value (based on the then existing construction costs) exclusive of land, as follows:

(A) Not less than $23,000.00 for a single family residence
(B) Not less than $30,000.00 for a 2-family residence
(C) Not less than $45,000.00 for a 3-family residence
(D) Not less than $60,000.00 for a 4-family residence
(E) Not less than $15,000.00 per dwelling in any multiple dwelling building having more than 4-family residences (Apartments) located therein.

Section 4. No dwelling or multiple dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said addition, nor nearer to any side line or rear line than shall be determined by The Co. and the Trustee, in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. This restriction as to the distances at which said dwelling or multiple dwelling shall be placed from the front, side and rear lines of said premises, shall apply to and include
porches, verandas, portes chochère, and other similar projections of said dwelling or multiple dwelling. The parcel of land upon which a dwelling or multiple dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith, may include one lot or part of one, two or more lots delineated on the recorded plat of OTTAWA HILLS HEIGHTS, but only with the written consent of Ottawa Hills Heights Co.

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 a family occupying said dwellings and the servants thereof, nor unless such garage be made an integral part of said dwellings, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by The Co. and the Trustee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with The Co. and the Trustee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. This section shall apply only to single family residences and lots referred to in Article I, Section 2 (A) and amendments thereto.

Section 6. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established shall be determined by The Co. in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by The Co. complete specifications for construction or driveway shall be submitted to The Co. and its approval thereof endorsed thereon in writing.

Section 7. No portion of the within described premises nearer to any highway than the building set-back 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 for 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 growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. No trees, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of The Co., provided nothing herein contained shall be construed as preventing the removal
of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by the Co., or removal ordered by any State or local governmental authority having jurisdiction thereof. 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 the Co., shall having been first obtained therefor, 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.

Section 8. In connection with the provisions contained in Section 3 and 4 above, it is hereby provided that if, in the opinion of the Co. and Trustee 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 enforcement of the provisions of said sections would work a hardship, the Co. and Trustee may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgement, do material damage to any abutting or adjacent property.

Section 9. The Co. 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 pipe lines 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 portion of said premises may now or hereafter front or abut.

Section 10. The Co. 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 the Co., designated as utility and stream 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, drainage 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 OTTAWA HILLS HEIGHTS ADDITION, over or upon for which easements for the installation and maintenance of public utilities, storm drainage stream, and sanitary sewers will be or have been granted.

Section 11. 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; nor shall the premises be used in any way or for any purpose which may endanger the land. No pole, or overhead or exposed wire, whether for use in
connection with radio, telephone, television, electric light, or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or upon or visible from the outside of said dwelling without the consent of The Co., to erect small structures and place signs on any unsold lot or improvement thereon.

Section 12. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any lot or tract. The Co., 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 The Co.

Section 13. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. 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 yard equipment, including 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 ten o'clock A.M.

Section 14. The Co., 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.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by The Co.

Section 16. The Co., Trustee, jointly and severally reserve and are 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 exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by either the Co., and/or Trustee, and The Co., and/or the Trustee, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of The Co., and/or the Trustee, 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 thereof or consent to any continuing, further or succeeding breach or violation thereof, and The Co., and/or the Trustee, shall at any and all times have the right to enforce the same.
Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of The Co., but The Co. reserves unto itself, its heirs, successors and assigns, the right to subdivide or convey less than the whole of any one or more lots as permitted under Article One, Section 2 (A) to 2 (D), inclusive, as amended herein.

Section 16. In all instances where plans and specifications are required to be submitted to and are approved by The Co., and/or Trustee, 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.

Section 19. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by either The Co., and/or The Trustee, any such approval, designation, determination, modification, consent or any other such action by Herman H. Feldstein, Architect, and any attorney authorized to sign deeds on behalf of the Co., and/or the Trustee, and approved by the written powers of attorney of The Co., and/or the Trustee, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than fifty single family residences in said OTTAWA HILLS HEIGHTS, The Co. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Ottawa Hills Heights Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a single family full building site) shall become a member thereof, and each such owner, including The Co., 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.

Section 2. The association, by vote of 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.

Section 3. The Co., and the Trustee, may, by an instrument in writing, in the nature of an assignment, vest the association, if and when formed, with the rights, privileges and powers herein retained by the said Company and the Trustee, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

Section 4. In the event at any future time The Co., is no longer in existence (whether from voluntary or involuntary causes) and have no successors or assigns, the association shall thereafter be deemed
The Co., for all purposes herein and if said association is not in existence and has no successors or assigns, the Trustee, its successors or assigns shall alone be vested with and exercise all the rights and privileges herein reserved to the Co. and the Trustee.

ARTICLE THREE

Section 1. Each grantee of the Co., 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 Co. and the Trustee, and the Association, created or reserved by this Declaration or by plat or deed restrictions hereafter 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 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 of provision herein contained shall give the Co. and/or the Trustee, or their 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 the Co. and the Trustee, or their successors 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.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed by the Co. encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security of affect the validity of any such mortgage or 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 so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

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.

Section 4. 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 of effect of the rest of this Declaration.

Section 5. The Co. and the Trustee, reserve 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.

Section 6. A violation of any of the rules and regulations adopted by either The Co. and/or the Trustee, or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by The Co. and the Trustee, shall be assignable to, and shall inure to the benefit of their successors and assigns.

ARTICLE FOUR

Section 1. The aforesaid restrictions shall be in full force and in effect until the first day of January, 1994, and shall continue in full force and effect after January 1, 1994, until such time as the owners of at least fifty-one per cent (51%) of the lots in OTTAWA HILLS HEIGHTS shall sign, execute, acknowledge, and file for record, appropriate instruments in writing authorizing, amending or terminating such restrictions.

Section 2. Any thing to the contrary notwithstanding, the provisions and restrictions referred to in this declaration of restrictions after the formation and establishment of the association under Article 2, Section 1 to 4 inclusive, shall be binding only upon those lots restricted to single family residential use only, and thereafter lots numbers set forth in Article 1, Section (B) shall be released from this Declaration of Restrictions.

Duly executed on February 25, 1965 by Herman H. Feldstein and Irving Feldstein, partners, doing business as Ottawa Hills Heights Co., a partnership, and by The United Savings and Loan Association, Trustee.

Received for record March 12, 1965 and recorded in Volume 2141 of Mortgages, page 1.
THIRD AMENDMENT
DECLARATION OF RESTRICTIONS
FOR
OTTAWA HILLS HEIGHTS, A
SUBDIVISION IN THE CITY OF
TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, on the 28th day of February, 1964, OTTAWA HILLS
HEIGHTS CO., a partnership, as Owner (hereinafter referred to as "The
Co."); and THE UNITED SAVINGS AND LOAN ASSOCIATION OF TOLEDO, OHIO, as
Trustee (hereinafter referred to as "Trustee"), made and entered into a
DECLARATION OF RESTRICTIONS for the real estate situated in the City of
Toledo, Lucas County, Ohio, viz:

Lots numbers 1 through 83, inclusive in OTTAWA
HILLS HEIGHTS, a SUBDIVISION in the CITY OF TOLEDO,
LUCAS COUNTY, OHIO, all of which real estate is
hereinafter for convenience referred to as OTTAWA
HILLS HEIGHTS; and,

WHEREAS, a part of the above described lots of said subdivi-
sion was replatted, which replat was recorded on November 13, 1967, in
Volume 63 of Places, Page 11, in the Office of the Recorder of Lucas
County, Ohio. Said replatted lots being described as numbers 84 to 150,
both inclusive, in Ottawa Hills Heights, a Subdivision in the City of
Toledo, Lucas County, Ohio, and

WHEREAS, said DECLARATION OF RESTRICTIONS was received and
filed for record on the 2nd day of June, 1964, in Volume 2115, Page 254,
of Mortgages in the Office of the Recorder of Lucas County, Ohio; and

WHEREAS, said DECLARATION OF RESTRICTIONS were amended under
date of February 25, 1965, and said Amended DECLARATION OF RESTRICTIONS
was received and filed for record on March 12, 1965, in Volume 2115,
Page 1 of Mortgages in the Office of the Recorder of Lucas County, Ohio; and

WHEREAS, said DECLARATION OF RESTRICTIONS as amended was
amended under date of June 19, 1967, and was received and filed for
record on July 14, 1967, in Volume 2217, Page 275, of Mortgages in the
Office of the Recorder of Lucas County, Ohio; and

WHEREAS, the Co., as the owner of more than fifty-one percent
(51%) of the lots in OTTAWA HILLS HEIGHTS, and the Trustee under the
reservation and right set forth in Article Three, Section 5, of the
DECLARATION OF RESTRICTIONS as amended desire for their own benefit and
of all present and future owners or occupants of all or any part of
OTTAWA HILLS HEIGHTS to amend the aforesaid DECLARATION OF RESTRICTIONS
as amended, as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED by and between The Co. and the
Trustee that said DECLARATION OF RESTRICTIONS is amended so that as
amended the same reads as follows:

ARTICLE ONE

Section 1. No dwelling, multiple dwelling, any addition thereto or any
alterations thereof shall be erected, reconstructed, placed or suffered
to remain upon said premises, unless nor until the size, location, type,
style or architecture, use, the materials or construction thereof, the
color scheme therefor, the grading plan of the lot, including the grade
elevations of said dwelling, the plot plan showing the proposed location
of said dwelling or multiple dwelling upon said premises and the plans,
specifications and details of said dwelling or multiple dwelling shall
have been approved in writing by The Co. and the Trustee, their successors
and assigns, and a true copy of said plans, specifications and details
shall have been lodged permanently with The Co. and the Trustee, 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.

Section 2. (A) Only single family dwellings shall be erected on all
of the lots of the original plat and of the replat in Ottawa Hills
Heights, a Subdivision in the City of Toledo, Lucas County, Ohio, EXCEPT
THE LOTS SPECIFICALLY REFERRED TO IN ARTICLE ONE, SECTION (B) AND (C)
HEREOF, and shall be used and occupied solely and exclusively for private
residence purposes by a single family, including their family servants,
and no other than one single family shall occupy one dwelling unit in
a building, hereinafter for convenience called "dwelling", and no dwell-
ing except a single family residence shall be erected, reconstructed,
placed or suffered to remain thereon. A dwelling may be erected on one
lot or part of one lot, or one, two or more lots inclusive subject to
provisions of Article One, Section 2 (D) hereof.

(B) Lots 1 to 44, inclusive, lots 40 to 44, inclusive, in
OTTAWA HILLS HEIGHTS shall be used and occupied solely and exclusively
for multiple (not more than four-family apartments), and no other than
one single family shall occupy one dwelling unit (apartment). A multiple
dwelling may be erected on one lot or part of one lot, or one,
two or more lots inclusive, subject to provisions of Article One, Section
2 (D) hereof.

(C) Lots 78 to 83, inclusive, in OTTAWA HILLS HEIGHTS may
be used and occupied for multiple dwellings and/or high rise residential
apartments as permitted under the present R-5 Zoning Ordinances and
Regulations of the City of Toledo. Said multiple dwellings and/or high
rise residential apartments may be erected on one lot or part of one
lot, or one, two or more lots inclusive.

(D) No building or structure shall be erected or caused
to be erected on any lot or part of any lot, or parts of one, two or
more lots (hereinafter referred to as "single parcel of land") that is
not in conformity with the zoning ordinances and regulations of the City
of Toledo, Lucas County, Ohio, as to the minimum width and minimum lot
area prescribed for Districts R-1 to R-5, inclusive, applicable to any
lot or "single parcel of land".

Section 3. No dwelling or multiple dwelling shall be erected, recon-
structed, placed or suffered to remain upon said premises, having a cost
and fair value (based on the then existing construction costs) exclusive
of land, as follows:

(A) Not less than $23,000.00 for a single family
dwelling;

(B) Not less than $30,000.00 for a 2-family dwelling;

(C) Not less than $45,000.00 for a 3-family dwelling;
(D) Not less than $60,000.00 for a 4-family dwelling;

(E) Not less than $15,000.00 per single family unit in any multiple dwelling building having more than 4-family residences (apartments) located therein.

Section 4. No dwelling or multiple dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said addition, nor nearer to any side line or rear line than shall be determined by The Co. and the Trustee, in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. This restriction as to the distances at which said dwelling or multiple dwelling shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, porte-cochere, and other similar projections of said dwelling or multiple dwelling. The parcel of land upon which a dwelling or multiple dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith, may include one or part of one, two or more lots delineated on the recorded plat of OTTAWA HILLS HEIGHTS, but only with the written consent of Ottawa Hills Heights Co.

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 a family occupying said dwellings and the servants thereof, nor unless such garage be made an integral part of said dwellings, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by The Co. and the Trustee, and a true copy of said plans, specifications and details of said garage shall have been lodge permanently with The Co. and the Trustee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. This section shall apply only to single family residences and lots referred to in Article One, Section 2 (A) and amendments thereto.

Section 6. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by The Co. in writing at the time of the approval of the plans and specifications for said dwelling or multiple dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by The Co. complete specifications for construction or driveway shall be submitted to The Co. and its approval thereof endorsed thereon in writing.

Section 7. No portion of the within described premises nearer to any highway than the building set-back or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn and 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 for a seat or fountain, or similar ornamenta-
tions, 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 growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. No trees, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of the Co., provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by the Co., or removal ordered by any state or local governmental authority having jurisdiction thereof. 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 the Co., shall have been first obtained therefor, 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 there-to that said consent may name.

Section 8. In connection with the provisions contained in Section 3 and 4 above, it is hereby provided that if, in the opinion of the Co. and Trustee 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 enforcement of the provisions of said sections would work a hardship, the Co., and Trustee, 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 or adjacent property.

Section 9. The Co. 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 portion of said premises may now or hereafter front or abut.

Section 10. The Co. 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 the Co., designated as utility and stream 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, drainage 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 OTTAWA HILLS HEIGHTS ADDITION, over or upon for which easements for the installation and maintenance of public utilities, storm, drainage stream, and sanitary sewers will be or have been granted.

Section 11. 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; nor shall the premises be used
in any way or for any purpose which may endanger the land. No pole,
or overhead or exposed wire, whether for use in connection with radio,
telephone, television, electric light, or any other purpose, and no
advertising sign, billboard or other advertising device, whether for
the purpose of advertising the sale of said premises or upon or visible
from the outside of said dwelling without the consent of The Co., to
erect small structures and place signs on any unsold lot or improvement
thereon.

Section 12. No animals, rabbits or poultry, or any kind, character or
species of fowl or livestock, shall be kept upon or maintained on any
lot or tract. The Co. reserves for the right to adopt reasonable regula-
tions 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 The Co.

Section 13. No clothes, sheets, blankets or other articles shall be
hung out or exposed on any part of said premises, except in the rear
yards and then only on portable laundry dryers of a revolving type not
higher than seven feet from the ground. No more than one dryer may be
used for each dwelling house. No laundry shall be hung for drying on
Sundays or holidays. 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 yard equipment, including 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 ten o'clock a.m.

Section 14. The Co. reserves the sole and exclusive right to establish
grades and slabs 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.

Section 15. All rubbish and debris, combustible and noncombustible,
and all garbage shall be stored in underground containers or stored
and maintained in containers, entirely within the garage or basement.
Additional regulations for the storage, maintenance and disposal of
rubbish, debris, leaves, and garbage may, from time to time, be esta-
blished by The Co.

Section 16. The Co. Trustee, jointly and severally reserve and are
hereby granted the right in case of any violation or breach of any of
the restrictions, rights, reservations, limitations, agreements, cove-
nants 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 either the Co., and/or Trustee,
and The Co., and/or the Trustee, shall not, by reason thereof, be deemed
guilty of any manner of trespass for such entry, abatement or removal.
A failure of The Co., and/or the Trustee, to enforce any of the restric-
tions, rights, reservations, limitations, agreements, covenants and
conditions contained herein shall in no event be construed, taken or
held to be a waiver thereof or consent to any continuing, further or
succeeding breach or violation thereof, and The Co., and/or the Trustee,
shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey,
less than the whole of any lot without first obtaining the written consent of The Co., but The Co. reserves unto itself, its heirs, successors and assigns, the right to subdivide or convey less than the whole of any one or more lots as permitted under Article One, Section 2 (A) to 2 (D), inclusive, as amended herein.

Section 18. In all instances where plans and specifications are required to be submitted to and are approved by The Co., and/or Trustee, 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.

Section 19. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by either The Co., and/or the Trustee, any such approval, designation, determination, modification, consent or any other such action by Herman H. Feldstein, Architect, and any attorney authorized to sign deeds on behalf of the Co., and/or the Trustee, and approved by the written powers of attorney of The Co., and/or the Trustee, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than fifty single family residences in said OTTAWA HILLS HEIGHTS, The Co. may cause to be incorporated a nonprofit corporation under the laws of the State of Ohio, to be called the "Ottawa Hills Heights Association" or a name similar thereto, and upon the formation of such association, every owner of a single family residence shall become a member thereof, and each such owner, including The Co., 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.

Section 2. The association, by vote of 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.

Section 3. The Co., and the Trustees may, by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Company and the Trustee, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

Section 4. In the event at any future time The Co., is no longer in existence (whether from voluntary or involuntary causes) and has no successors or assigns, the association shall thereafter be deemed The Co., for all purposes herein and if said association is not in existence and has no successors or assigns, the Trustee, its successors or assigns shall alone be vested with and exercise all the rights and privileges herein reserved to The Co. and the Trustee.

ARTICLE THREE

Section 1. Each grantee of The Co., 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 Co. and the Trustee, and the Association, 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 covenant of provision herein contained shall give The Co. and/or the Trustee, or their 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 The Co. and the Trustee, or their successors 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.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed by The Co. encumbering any of the real property herein described and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or 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 so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

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.

Section 4. 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 of effect of the rest of this Declaration.

Section 5. The Co. and the Trustee, reserve 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.

Section 6. A violation of any of the rules and regulations adopted by either The Co. and/or the Trustee, or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by The Co. and the Trustee, shall be assignable to, and shall inure to the
ARTICLE FOUR

Section 1. The aforesaid restrictions shall be in full force and in effect until the first day of January, 1994, and shall continue in full force and effect after January 1, 1994, until such time as the owners of at least fifty-one percent (51%) of the lots in OTTAWA HILLS HEIGHTS shall sign, execute, acknowledge, and file for record, appropriate instruments in writing authorizing, amending or terminating such restrictions.

Section 2. Anything to the contrary notwithstanding, the provisions and restrictions referred to in this Declaration of Restrictions after the formation and establishment of the association under Article 2, Section 1 to 4, inclusive, shall be binding only upon those lots restricted to single family residential use only, and thereafter lots numbers set forth in Article One, Section (B) and (C) shall be released from this Declaration of Restrictions.

IN WITNESS WHEREOF, HERMAN H. FELDSTEIN and IRVING FELSTEIN, partners doing business as OTTAWA HILLS HEIGHTS CO., a partnership, and THE UNITED SAVINGS AND LOAN ASSOCIATION, TRUSTEE, OF TOLEDO, OHIO, have caused this THIRD AMENDMENT OF DECLARATION OF RESTRICTIONS to be signed on this 30th day of November 1967.

Signed by Ottawa Hills Heights Co. (a partnership) by Herman H. Feldstein (partner) by Irving Felstein (partner).

Two Witnesses.

Signed by The United Savings and Loan Association, Trustee, by R. P. Whitchord, Its Vice-Pres., by Charles E. Trauger, Its Secretary, with corporate seal.

Two witnesses.

Acknowledged November 30, 1967 by said Ottawa Hills Heights Co., by said partners, before a Notary Public, Lucas County, Ohio (seal).

Acknowledged November 30, 1967 by said The United Savings and Loan Association, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record December 1, 1967 and recorded in Volume 2232 of Mortgages, page 665.