OTTAWA HILLS
PLAT 7

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
KNOW ALL MEN BY THESE PRESENTS: That, Whereas, The Ottawa Hills Company is an Ohio Corporation having its principal place of business in the City of Toledo, Lucas County, Ohio, and for convenience is hereinafter designated as "the Company"; and, Whereas, The Company owns land in Sections 30 and 31 of Town 9 South, Range 7 East, Washington and Adams Townships; Sections 23 and 24 of Town 9 South, Range 6 East, Sylvania Township, and Section 25 of Town 9 South, Range 6 East, Adams and Sylvania Townships, all in Lucas County, Ohio, part of which it has caused to be platted and filed for record as Plat No. VII of Ottawa Hills, said Plat No. VII being of record in Volume 45 at pages 49 and 50 of the Plat Records in the office of the County Recorder of Lucas County, Ohio; and, Whereas, The Commercial Savings Bank and Trust Company, an Ohio Corporation of Toledo, Ohio, hereinafter referred to as "Trustee", is the Trustee under a certain mortgage or deed of trust, dated the 15th of January, 1928, and recorded in Vol. 889, page 44 of the Records of Mortgages of Lucas County, Ohio, which mortgage, or deed of trust was entered into by said Ottawa Hills Company for the purpose of securing an indebtedness of Two Hundred and Fifty Thousand Dollars ($250,000.00) evidenced by the bonds issued thereunder, which mortgage or deed of trust covers part of the property included in said Plat No. VII of Ottawa Hills, and other property; and under the terms of said mortgage or deed of trust the said Trustee by Section 6 of Article 7 thereof is authorized to join in and execute any plat or plats of said property and to join in and dedicate parts of the property to public uses and to join in and execute conveyances or instruments imposing or creating building and other restrictions upon said property whenever it shall be requested so to do by the Company; and, Whereas, the said Company has requested the said Trustee to consent to the aforesaid plat and to join in the execution of this instrument for the purpose of making, creating and imposing the covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained, and making this instrument effective for the purposes herein stated; and Whereas, the Company has developed and improved the Tract of land hereinafter described and it intends to further develop and improve said Tract of land and to open up and lay out the streets, roads and ways shown on said Plat No. VII as recorded, and it is desirous of subjecting all of the Tract of land hereinafter described to certain covenants, agreements, easements, restrictions, provisions, conditions and charges, as hereinafter set forth; and, Whereas, E.G. Kirby of Toledo, Ohio, hereinafter called "Purchaser", is desirous of purchasing certain of the lots shown on said Plat No. VII of Ottawa Hills, and on behalf of himself and others who wish to become purchasers, is desirous of cooperating with the Company for the purpose of making the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, benefit and bind alike the Company, its successors and assigns, and the purchaser, his heirs, executors, administrators and assigns, and all others who may hereafter be or become purchasers, and also to benefit
and bind the lot to be retained and owned by the Purchaser and all the lots and lands included in said Plat No. VII of Ottawa Hills; and,

Whereas, in order to make said covenants, agreements, restrictions, provisions, conditions and charges, benefit and bind all the land included in Plat No. VII of Ottawa Hills, and also benefit and bind all present and future owners and occupants of said land, the Company and the purchaser have agreed to enter into this Deed and Agreement, whereby the Company will convey to the Purchaser all the lots, blocks and parcels of land shown on said Plat No. VII of Ottawa Hills, and immediately thereafter the Purchaser will reconvey to the Company, charged with all the covenants, easements, restrictions, provisions, conditions and charges hereinafter set out all of the lots and lands conveyed to him, except the following:

Lot 6 in Block M of Plat No. VII.

Now Therefore, this Deed and Agreement Witnesseth that in consideration of the premises and of the sum of Three Thousand Dollars and other valuable considerations to it paid by the Purchaser, the receipt whereof is hereby acknowledged, and in consideration of the performance of all the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, the Company does hereby bargain, sell and convey unto the said E.G. Kirby, his heirs and assigns forever, upon and subject to the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, all the real estate in Lucas County, Ohio, described as follows: All the blocks, lots and lands included in and covered by Plat No. VII of Ottawa Hills, which is recorded in Volume 45 of Plats, pages 49 and 50 of the Records of Lucas County, Ohio.

To have and to hold the said premises to the said E.G. Kirby, his heirs and assigns forever, subject, however, to and upon the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, which it is hereby covenanted and agreed shall benefit and be binding upon the Company and its successors and assigns and shall benefit and be binding upon the purchaser, his heirs, executors, administrators and assigns, and shall benefit and be binding upon all the land included in said Plat No. VII of Ottawa Hills, the Company hereby covenanting that the title so conveyed is clear, free and unencumbered, except by the mortgage or deed of trust to The Commercial Savings Bank and Trust Company, Trustee, hereinafter referred to, and except as stated in said Plat No. VII of Ottawa Hills, reference to which is hereby made, and that it will warrant and defend the same against all claims whatsoever, excepting only said mortgage or deed of trust and said covenants, agreements, easements, restrictions, provisions, conditions and charges, following:
ARTICLE I
General Provisions and Definitions.

The following covenants, agreements, conditions, restrictions, easements, and charges have been adopted by said Company in pursuance of a general plan for the better and uniform improvement and benefit of all the property herein conveyed and for the benefit and protection of all the persons who now are or may hereafter become owners thereof.

The word "restriction" or "restrictions" as herein-after used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

The Company shall have the right to construe and interpret these restrictions and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.

In all cases these covenants, agreements, conditions, provisions, easements, restrictions and charges shall be given that interpretation or construction which will best tend toward the consummation of the general plan aforesaid and toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

No covenants, provisions, conditions, restrictions, or recitals in any subsequent deed or deeds for said property shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as they may be made under Articles III, XI and XIV of this deed.

All the restrictions herein contained shall be construed together, but, if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions or any part thereof shall be thereby affected or impaired.

All the restrictions herein set forth are made and created in consideration of the benefits to accrue to all the premises herein conveyed and to the parties to this deed and to all persons who may be or become owners of any of said premises, and are also made and created on and for the cash consideration herein named, and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.

No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the expiration of the time mentioned in Article XI hereof or by the action and in the manner provided in Article XIV of this Deed.

The word "street" as used herein is intended to mean any street, highway, or other thoroughfare shown on said Plat or hereafter laid out in said Tract, whether designated as a street, avenue, road, place or otherwise.
A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than 25 feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than 25 feet in width, upon which it has its smallest frontage, except in cases where the Company shall designate in this Deed, or in any deed hereafter made by it, conveying any corner lot the street on which such corner lot shall thereafter be considered as fronting.

The word "building" as used in this deed is intended to mean either a detached building or a block of two or more attached buildings.

The word "plot" as used in this Deed is intended to mean any piece or parcel of land on which, in accordance with the provisions hereof or of any deed from the Company hereafter transferring title thereto, the owner shall have the right to erect a single building or a single group of buildings, or the sum of the area may consist of a single lot or of more or less than a single lot.

The words "Plat of Ottawa Hills" or "Plat No. VII" or "Plat Number Seven" or "Plat Seven" or "Tract", "Plat" or "Tract of land" as used in this deed are each intended to mean all the land shown on and included in the Plat filed for record as heretofore stated and do not include any other or additional or contiguous land.

ARTICLE II

Nuisances

There shall not be erected, constructed, suffered, permitted, committed, maintained, used, or operated on any of the land included in said Tract any nuisance of any character.

Any stable, cattle yard, or pasture, fowl yard, pen or house when used commercially or otherwise than for the benefit or pleasure of the family occupying the premises, any hog pen, privy vault or any form or privy, or any vault, cesspool, catch basin, or other receptacle for the collection and storage of liquid or other waste matter other than the underground storage of automobile fuel or liquid fuel for heating purposes and other than septic tanks and catch basins approved by the Company, shall be conclusively deemed to be a nuisance. Any plant, manufactory, works, shop, store, establishment or structure for the purpose of carrying on any trade or business whatsoever, shall be conclusively deemed to be a nuisance; provided, however, that this prohibition shall not apply to shops, stores or establishments or structures constructed and maintained for the purpose of carrying on trade or business, located on Lots 1 to 15, both inclusive, of Block K or on the south 120 feet of Lots 16 to 19, both inclusive, of Block K.

Any live poultry, hogs, cattle or other live stock (except the draft animals used by the Company during the development and maintenance of the property, and excepting such horses and milk cows as may be kept for the benefit or pleasure of the family occupying the premises) shall be conclusively deemed to be a nuisance; provided, however, that nothing contained in this paragraph shall be construed as permitted the
keeping of any live poultry, hogs, cattle or other live stock of any kind (including horses and milch cows) on Lots 1 to 23, both inclusive, and Lots 25 to 32, both inclusive, Block K, or on Lots 1 to 26, both inclusive, Block N, or on Lots 1 to 4, both inclusive, Block O, on all of which lots the keeping of any live poultry, hogs, cattle or other live stock of any kind (including horses and milch cows) shall be conclusively deemed a nuisance.

Any crematory, graveyard, mortuary, jail, penitentiary house of correction, workhouse, reformatory, house of detention, hospital, asylum, sanatorium, or institution of like or kindred nature shall be conclusively deemed to be a nuisance.

No owner or occupant of any part of said Tract of land shall cause, suffer, or permit the emission into the open air of dark smoke, or thick gray smoke, and the emission of any such smoke shall be conclusively deemed to be a nuisance, but the Company expressly reserves the right, for any reason deemed by it sufficient, from time to time, to suspend this restriction for definite periods, provided that any such suspension shall apply to all the land included in said Tract, and it shall be the duty of the Company, at the time of making any such suspension, to leave at or mail to all the occupied dwelling houses on said Tract a notice, setting forth the reason for such suspension, and the dates when it shall commence and terminate, and at the termination of the time specified in any such notice, the said restriction shall again become operative to the same extent as if it had never been so suspended.

No soft or bituminous coal shall be used on or about any of the land in said Tract without the written permission of the Company, and then only during a period of suspension of the foregoing restriction as to the emission of dark or thick gray smoke.

No signs of any character shall be erected, posted, or displayed upon or about any lot in or part of said Tract without the written permission of the Company, and it shall have the right in its uncontrolled discretion to prohibit or to restrict the control and size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs without liability to the owner thereof.

If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of said Tract, whether public or private, whether herebefore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from the Company, and upon failure so to do, the Company or any owner or occupant of land in said Tract may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose, and neither the Company nor its successors or assigns, or any owner
or occupant shall be liable for damages in any action or suit, but shall
be entitled to be paid by and may recover from the owner of the land
on which such nuisance was committed, all the cost and expense,
including attorney fees, incurred or expended in abating such nuisance.
The determination by the Company, its successors or assigns,
as to what constitutes a nuisance within the meaning of this Article
shall be conclusive and binding, and no owner of land, and no other
person, shall be entitled to any injunction to prevent the Company
from determining whether or not a breach of this covenant has
taken place or to enjoin the abatement thereof.

ARTICLE III.

Use of Land.

(A) Except as otherwise provided in Paragraphs (B), (C),
(D) and (E) of this Article, the land included in Plat
No. VII of Ottawa Hills shall be used for private residence purposes
only, as in said Paragraphs (B), (C), (D) and (E) otherwise
provided, no building or buildings of any kind whatsoever shall be
erected or maintained on said plat, except private dwelling houses or
dwellings designed and constructed for use by a single family, and
private stables and garages for the sole use of the respective
owners of the lots upon which the stables and garages are located.
(B) Shops and stores for such mercantile purposes as
the Company shall, in its sole discretion approve, and other
establishments or structures for the carrying on of business of which
the Company shall, in its sole discretion, approve, may be located,
erected and maintained on Lots 1 to 15 (both inclusive) of Block K
and also on the south 120 feet of Lots 16 to 19 (both inclusive) of
Block K.

(C) Buildings to be used for hotels, clubs, apartment
houses, multiple dwellings or flats, connected dwellings, double
houses and/or garages to be used by more than one owner may be
located, erected and maintained on all lots in Block K and Lots 5
to 11 (both inclusive) in Block O.

(D) Buildings to be used for schools, churches, libraries,
art galleries, concert halls, studios or museums, or buildings for
other educational, religious, recreative or philanthropic uses may
be located, erected and maintained at locations approved by the
Company in its sole discretion.

(E) Lot 24 in Block K may be used for any purpose of which
the Company in its sole discretion may approve.

(F) No building or buildings (except (a) private dwelling
houses or dwellings designed and constructed for use by a single
family and (b) private stables or garages for the sole use of the
respective owners of the lots upon which the stables and garages are
located) shall be erected, maintained or used (except by the Company)
for any purpose mentioned in this Article (Article III) unless and
until there shall have been filed for record in the office of the
recorder of Lucas County, Ohio, a deed, or other instrument in writing
executed and acknowledged by the Company approving the location and
fixing, specifying, limiting and restricting the uses to which such
building or buildings may be put, or the business which may be con-
ducted therein, but in all cases subject to the provisions of Article
II of this deed and agreement. Articles IV and V of this deed and
agreement shall not apply to a business building erected in accordance
with the provisions of this Article, except to the extent required
or specified in the deed or instrument in writing from the Company,
authorizing the use of the land for business purposes.

ARTICLE IV
Set Backs

No building or part thereof, except as hereinbefore or hereinafter provided, shall be erected or maintained on any part of said Tract closer to any street than is shown by the setback lines on the Recorded Plat of said Addition.

Covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than 12 feet.

Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

Single story bay, bow and oriel windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than 3 feet, but the total horizontal plane area of such encroachments on one side of a detached building or of each of a block of buildings shall not exceed 30 square feet.

No building or part thereof shall be erected or permitted within 8 feet of the rear line of any plot.

A garage shall not be erected within 100 feet of any front street, unless it be made a part of, or be attached to or connected with the main building on the plot, provided, however, that the Company shall have the right to determine the location of garages on lots having an average depth of less than 130 feet.

Hedges, shrubbery and plantings on the front or sides of lots having street frontage shall be set back at least 3 feet from said lines.

The company shall in all cases have the right to say and determine which are the front, side and rear lines of any plot, and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding.

ARTICLE V
Open spaces between buildings.

The following requirements as to open spaces between buildings shall apply to all lots in Plat No. VII, except those referred to in Paragraphs (3), (C), (D) and (E) of Article III hereof.

1. Free or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free or open spaces shall extend the full depth of the plot and shall be in addition to and independent of any free or open spaces pertaining to or required for any other building or any other plot.

2. No part of any building, except as hereinafter provided, shall encroach on these free spaces.

3. The aggregate width of such free or open spaces required on both sides of any building on lots of more than 85 feet in width, shall be not less than 50 per cent of the width
of the building nor in any case less than 30 feet.

4. The minimum width of such free or open space to be left on either side of any building shall be two-fifths of the minimum aggregate width of the free open spaces required for such building.

5. Covered porches, the floors of which are not higher than the level of the first floor of the building, as well as one-story extensions of the building, no part of any wall of which is more than 15 feet above the level of the first floor of the building, may encroach upon such free or open spaces by projecting thereon not more than 10 feet, but not nearer than ten (10) feet to either exterior limit of such free or open space.

6. Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

7. Garages located not nearer than 100 feet to the front street shall not be subject to the provisions of this article.

8. If the width of any building, by reason of its irregular shape or otherwise, or, if the location of the free or open spaces required herein in relation thereto, be uncertain, the Company may in all such cases determine what is to be deemed the width of such building and the location of such free or open spaces, and the decision of the Company in respect thereto shall be final.

9. The aggregate width of such free or open spaces required on both sides of any building on lots of 55 feet and less in width, shall be not less than 25 feet, and the minimum width of such free or open spaces to be left on either side of any such building shall be not less than 10 feet.

ARTICLE VI

Approval of Plans.

No building, fence, hedge, wall, walk or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the lot or plot to be built upon shall have first been submitted to and approved in writing by the Company and a copy thereof, as finally approved, lodged permanently with the Company. The Company shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

No building, fence, hedge, wall, walk or other structure, grading or planting shall be constructed, erected, maintained, added to, changed or altered otherwise than strictly in accordance with the plans and specifications so approved in writing by the Company.
ARTICLE VII
Easements

The following easements and rights of way are hereby expressly reserved by the Company in, upon and over the front and rear 5 feet and 3 feet on each side of each lot shown on Plat No. VII (except the lots referred to in Paragraphs (B), (C), (D) and (E) of Article III hereof), and also in, upon and over the strips of land indicated as reservations, rights of way, streets, lanes and paths for the following purposes:
The erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes.

For the construction and maintenance of storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

The Company shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

The Company reserves the right at the time of, or after grading any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of 2 to 1, but the Company shall not be obligated to do such grading or to maintain the slope.

No owner of any of the lots shown on Plat No. VII shall have the right to reserve or grant any easements or rights of way in, upon or over any of the lots in Plat No. VII without the written consent of the Company.

This conveyance is also subject to the easements granted or dedicated to public use in and by the record plat of Plat No. VII of Ottawa Hills, reference to which recorded plat is hereby made.

ARTICLE VIII
Maintenance Charges.

All the land included in said Tract, whether owned by the Company or by others, except streets, ways and parks, maintained for the general use of the owners of land included in said Tract, and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge of 15 cents per hundred square feet or fraction thereof of area of each lot to a depth, from the frontage on any street, of 200 feet.

To ascertain the area of a lot subject to the maintenance charge, a line shall be drawn 200 feet distant from and parallel to the front line of the lot and the area subject to the maintenance charge shall be that part of the lot between such two lines.

The determination by the Company of the area of a lot subject to maintenance charges shall be final and binding.
Commencing January 2, 1930 and on the second day of each year, thereafter, each owner of property in said Tract shall pay to the Company in advance the maintenance charge against his property and such payments shall be used by the Company to create and continue a Maintenance Fund to be used as hereinafter stated.

The annual charge may be adjusted or reduced from year to year by the Company as the needs of the property may, in its judgment, require, but in no event shall the charge in any year exceed 15 cents per 100 square feet of area.

The Company agrees to pay its proper proportion into said fund for the land owned by it on January 2nd of each year, beginning with the year 1930, and to apply the total fund arising from said charge, as far as the same may be sufficient, towards the payment of the so-called maintenance expenses incurred for the following purposes:

For improving and maintaining park areas and the streets, maintained for the general use of the owners and occupants of land included in said Tract, including all grass and planted areas within the boundaries of such streets;

For operating and maintaining any storm-water drains now or hereafter constructed in said Tract that are not or will not be under the direct supervision of the State, City, County, Township, Village or other political sub-division;

For collecting and disposing of garbage, ashes and rubbish;

For caring for park areas and for vacant and unimproved land included in said Tract on which said maintenance charge is being paid, removing the grass and weeds therefrom, and doing any other thing necessary or desirable, in the opinion of the Company, to keep the property neat and in good order, or, which in the opinion of the Company, may be of general benefit to the owners or occupants of the land included in said Tract;

For the payment of taxes and assessments on park areas;

For the payment of attorneys' fees, court costs and/or other expenses incurred in connection with the collection of maintenance charges and/or the enforcement of any of the restrictions in this instrument provided for.

The Company shall order or supervise or do all the work and furnish all materials properly payable out of the maintenance fund and shall charge therefor the cost of such labor, service and materials and a commission of 15 per cent of the expenditures.

The Company shall have a lien on all the lots in Plat No. VII to secure the payment of maintenance charges due and to become due and said lien shall be superior to all other liens, and the record owners of such lots shall be personally liable for all maintenance charges.

Upon demand the Company shall furnish to any owner or mortgagee any person interested a certificate showing the unpaid maintenance charges against any lot or lots.

The Company may, in its discretion, waive in writing, for limited periods of time, the liens of the Company against any lot or lots for the benefit or better security of a mortgagee, but in case of any such waiver, the Company shall be responsible for the prompt payment of the charges against such land, so that the fund shall not thereby be impaired or additional expense fall on other owners.
The Company may at any time in its sole discretion convey for park purposes to either (1) the Village of Ottawa Hills, or (2) a Trustee for the benefit of owners of lands in Plat Number VII, or (3) any company or association or political subdivision or governmental agency authorized to accept such conveyance, all or any part of the land in said Plat Number VII now or hereafter set aside and designated as Park land. The Company shall, however, have the right, after such conveyance has been made and accepted, to continue to pay from the maintenance fund provided for in this Article (Article VIII) all expenses from time to time incurred in connection with the upkeep of said park land, including taxes and assessments thereon, unless the payment of such expenses shall be otherwise provided for.

ARTICLE IX
Right to Abate Violations

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Company, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to 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; and the Company shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE X
Right to Enforce.

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company or the owner of any land included in said Tract, their respective legal representatives, heirs, successors and assigns, and failure by the Company or any land-owner, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE XI
Duration of Restrictions.

All of the restrictions, conditions, covenants, charges, easements and agreements contained herein shall be in perpetuity, except the provisions contained in Articles III, IV, V, VI, VIII, IX and XIV, which shall continue in force only until January 1, 1970, but which, in whole or in part, may be extended for a period of 25 years from that date and thereafter for successive periods of 25 years, provided that prior to January 1, 1970, and prior to the expiration of each extension appropriate instruments in writing consenting to
such extension shall be filed for record, signed, executed and acknowledged by the Company and by the owners (not including mortgagees) of not less than two-thirds in area of the land, subject to maintenance charges, included in said Tract exclusive of streets and perpetual exclusive of the general use of the owners of land included in said Tract.

ARTICLE XII

Acceptance of Trusts.

The Company hereby accepts each of the trusts, duties and obligations imposed upon it by this Deed and Agreement, and agrees to discharge the same without charge for its services, except that for the collection and disbursement of the maintenance Fund provided for in Article VIII hereof and for all overhead and office expenses, and for the use of all hand tools in connection with the work to be done in applying said Fund, the Company shall be entitled to charge 15 per cent of the amount of all expenditures made by it from said Fund, including in such expenditures payment to the Company at current market prices for labor and materials furnished and work done by it.

The Company shall exercise its discretion and judgment as to the amount of said Fund to be expended in connection with each of the purposes for which said Fund is collected, and its decisions in reference thereto shall be binding upon all parties interested.

The Company does not guarantee the sufficiency of the Fund provided for in Article VIII hereof for the purposes hereinbefore set forth, and its liability in respect thereto shall be limited to the payment of its proper share thereof, in proportion to the land owned by it and liable therefor.

The Company shall not be or become liable to owners or other persons for any act or thing done or omitted in good faith in or about the performance of the terms, covenants, agreements, provisions and restrictions in this Deed, and it shall be liable only for acts or things done or omitted to be done in bad faith, or for gross negligence.

ARTICLE XIII

Right To Assign

Any or all of the rights and powers, maintenance, charges, titles, easements, trusts and estates reserved or given to the Company in this Deed may be assigned to any one or more corporations or associations, public or private, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Company, the Company thereupon being released therefrom and from all further liabilities.
ARTICLE XIV

Right to Modify

The Company hereby expressly reserves the right in its sole and absolute discretion at any time.

(a) To annul, waive, change, enlarge or modify, without the assent thereto of any other person, any of the restrictions, conditions, covenants, agreements or provisions contained in Articles III, IV, V and VI hereof, as to any part of said Tract then owned by the Company.

(b) To annul, waive, change, enlarge or modify any of the restrictions, conditions, covenants, agreements or provisions contained in said Articles III, IV, V and VI hereof, as to any part of said Tract not then owned by the Company, if and when the written consent thereto of a majority in number of the then owners of such land has been first obtained; provided, however, that the Company shall in its sole discretion also have the right, as to any part of said Tract not then owned by the Company, to consent to minor changes or modifications of any of the aforesaid restrictions, conditions, covenants, agreements, or provisions, when in the opinion of the Company such minor changes or modifications do not substantially prejudice or injure the rights of the Company or of the owners of property adjoining the property in respect to which the minor change or modification is to be made, and such consent by the Company shall bind all owners of property in said Tract.

(c) To treat this Tract, and any other adjoining or nearby tracts having the same or similar restrictions, as a single tract, so far as it may consider proper and whenever by appropriate instrument it shall have so declared, the action of a majority in number of the owners of lots in all such tracts, taken in the manner herein provided, at the option of the Company, may be effective to annul, waive, change, enlarge or modify any of the covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained.

All instruments executed for the purpose of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this Deed shall be executed in the manner in which deeds are required to be executed and shall be recorded, if record thereof is legally possible.

ARTICLE XV

Miscellaneous

Nothing in this deed and agreement contained shall in any way prevent the Company, at any time or from time to time, from sub-dividing, by platting, replatting or otherwise, any land in Plat Number VII then owned by the Company.
Said The Commercial Savings Bank & Trust Company, Trustee, in consideration of the premises and by authority of the provisions of said mortgage or deed of trust hereby consents to the platting of the portions of said property as set forth in the said recorded plat of Plat No. VII of Ottawa Hills, and to the creation and imposition of all of the covenants, agreements, easements, restrictions, provisions, conditions and charges set forth in said plat and in this deed, but such consent shall not affect the rights of the Trustee nor of the beneficiaries under the said trust in and to any and all of the lots as platted and any portion or portions of the property not covered by said plats.

In Witness Whereof the said The Ottawa Hills Company has caused its name to be subscribed by E.G. Kirby, its Vice-President and its corporate seal to be hereunto affixed and attested by Forrest Jeffries, its Secretary, both officers having been duly authorized thereunto by the resolution of the Board of Directors of the said Company; and the said E.G. Kirby has hereunto subscribed his name; and said The Commercial Savings Bank and Trust Company, Trustee, has caused its name to be subscribed and its corporate seal to be hereunto affixed by Frazier Reams, its Trust Officer, thereunto duly authorized by the Board of Directors of said Company, all as of the 18th day of June, 1929.

(Signed) The Ottawa Hills Company,
By E.G. Kirby, Vice-President.
Forrest Jeffries, Secretary.

Corporate seal. Two witnesses.

E.G. Kirby

Two witnesses.
The Commercial Savings Bank & Trust Company, Trustee,
By Frazier Reams, Trust Officer.

Corporate seal. Two witnesses.

Acknowledged June 15, 1929 by The Ottawa Hills Company, by E.G. Kirby, its Vice-President and Forrest Jeffries, its Secretary, thereunto duly authorized by resolution of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged June 15, 1929 by The Commercial Savings Bank & Trust Company, Trustee, by Frazier Reams, its Trust Officer, thereunto duly authorized by the Board of Directors of said corporation, before a Notary Public, Lucas County, Ohio, (seal).

Received for record July 2, 1929 and recorded in Volume 787 of Deeds, page 1.

NOTE: By Instrument dated December 17, 1979, received for record December 20, 1979 in Mortgage Record 70-1430D01, Lucas County, Ohio Records, all rights and powers, maintenance charges, titles, easements, trusts and estates in Ottawa Hills Plats 1 to 7 inclusive, were last assigned to The Village of Ottawa Hills, an Ohio Municipal Corporation.
By Instruments dated May 18, 1977 and September 29, 1977, received for record September 1, 1977 and September 30, 1977 in Mortgage Record 77-1006005 and 77-1140401, Lucas County, Ohio Records, The Ottawa Hills Company assigned to The Overland Investment Corporation all its rights and powers, maintenance charges, titles, easements, trusts and estates in Ottawa Hills Plats 1 to 7 inclusive.