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.
RESTRICTIONS FOR WESTMORELAND: Whereas The Ottawa Park Realty Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, hereinafter for brevity called the "Company," is the owner of all of the lots in Westmoreland (except lots numbers 50 to 63 inclusive, which have been sold to the Board of Education of the City of Toledo, Ohio); Westmoreland being a Subdivision platted in accordance with plats and plans prepared by Joseph Hofman, Civil Engineer and executed in due form of law by the owners of said real estate on the 20th day of July 1917, and duly filed and recorded in Office of the Recorder of Lucas County, Ohio; and being situated on the following described real estate, viz:

All of the west three-quarters of the north one-half (1/2) of Section 33, lying east of the east line of the City Boulevard; excepting that part in Lucas County Fairgrounds, all in Town 9 South, Range 7 East, Washington Township, Lucas County, Ohio.

Said subdivision is further shown and the street therein dedicated to public use by a plat duly executed by the owners of said property under date of February 6, 1919, which said plat was duly accepted by the Board of County Commissioners of Lucas County, Ohio, by action taken on February 7, 1919 and was thereafter filed according to law in the Office of the County Auditor of Lucas County, Ohio, and

WHEREAS, the Company is improving the subdivision as aforesaid as a high class residence district and desires to make known the restrictions, conditions, covenants, charges and agreements subject to which all of the said property in said subdivision is now held and is to be conveyed by it.

NOW, THEREFORE, said The Ottawa Park Realty Company, in consideration of the enhancement of the value of said property to itself, and to afford purchasers from it due and ample protection in the uses and occupancy thereof for the purposes for which it is designed, hereby declares that said real estate is held by it and shall be conveyed subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth, viz:
1. Definitions: The word "Westmoreland" as used herein, shall be held to mean the tract of land hereinbefore described and shown upon said plat of Westmoreland; and, if the context requires, shall include, in a collective sense, the inhabitants thereof, and the community established thereon.

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

The word "street" as used herein shall be held to mean such portions of the real estate comprising said subdivision as have heretofore been dedicated to public use.

The word "plot" as used herein shall be held to mean any piece or parcel of land conveyed as a unit by the company as and for a building site. It may be one lot or more or less than one lot, but no lot or lots shall be divided into plots having less than 60 feet frontage.

2. General Provisions: The restrictions hereinafter contained have been adopted pursuant to a general plan for the better and uniform improvement and development of Westmoreland and for the benefit and protection of all persons who may hereafter become owners of lots therein.

The company shall have the right to construe and interpret the restrictions contained herein, 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 each case such restrictions shall be given that construction or interpretation which shall best tend toward the consummation of the plan for the improvement of Westmoreland as aforesaid and if necessary, the restrictions may be extended or enlarged by construction or implication to make them effective to consummate such purpose. 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 for any reason whatsoever, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.

The restrictions herein contained and created in consideration of the benefits to accrue to Westmoreland and to all parties who are or may become owners of lots therein; and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.

None of the provisions hereof shall be applied to the property designated upon the Plat of Westmoreland as lots numbered 50 to 63 both inclusive, said lots having been hereinafore conveyed to The Board of Education of the City School District of the City of Toledo, Lucas County, Ohio, for school purposes.

The Company covenants and agrees that it will not convey any of said lots in Westmoreland or contract to convey the same except so as to all of the restrictions herein contained and no covenants, conditions, restrictions or recitals in deed subsequently executed by the Company, or by the owner of any lot or lots in Westmoreland shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as herein specifically provided.

c. Buildings Allowed

Westmoreland shall be used for private residences only, and no building shall be erected or maintained thereon except private dwelling houses with cellars, each for occupancy by one family only; not more than one such dwelling house shall be built upon any one plot; provided, that private garages for the sole use of the owners and occupants of the plots upon which they are erected may be built.

b. No residence shall be erected or maintained upon any plot which shall cost less than the amount to be specified by the company in the deed for said plot.

c. No building, fence wall or other structure shall be erected or maintained nor any change or alteration made thereon, unless
erected or made in accordance with general plans and specifications showing the nature, kind, shape, height, material, color scheme and location of such structure, and the grading plan of the plot to be built upon, which shall have been submitted to the company and its approval thereof endorsed thereon in writing.

In approving or withholding its approval of any plans and specifications so submitted, the company may consider, having in mind the contemplated harmonious and artistic development of Westmoreland as a high grade residence subdivision the appropriateness of the improvements contemplated with relation to improvements, on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the plot upon which it is proposed it shall be erected or made and such other matters and considerations as in its uncontrolled discretion it may seem to the interest and benefit of Westmoreland as a whole, and any determination made by the Company in good faith shall be binding upon the portion in interest.

4. Set Backs: Upon the plot of Westmoreland there is marked and designated upon each lot a building line; no building or any part thereof, except as hereinafter provided, shall be erected or maintained closer to any street than the building line aforesaid. The portion of said lots respectively lying between said building line and the line of the street is hereinafter referred to as “restricted areas.”

Unenclosed covered porches may encroach upon said restricted areas by projecting thereon not more than ten (10) feet. Steps, uncovered porches, terraces and other structures, no part of which is more than three (3) feet above the level of the plot upon which it is built at said building line limit may be built and maintained upon any part of such restricted areas. Bay, bow, box and oriel windows may encroach upon such restricted areas by projecting thereon not more than three (3) feet.

Free Spaces: Free spaces shall be left upon each plot built upon, upon each side of each dwelling house, extending from the street line a front foot to the rear of said building line.
which free space shall be independent of any free space pertaining to or required for buildings upon contiguous plots.

The aggregate width of such free space on both sides of any dwelling house shall not be less than fifty percent (50%) of the width of the dwelling house erected upon said plot. Not less than three-tenths (.3-1/10) of such aggregate free space shall be left on either side of such dwelling house.

In the event that on account of the irregular shape of any dwelling house proposed to be erected, or the irregular shape of the plot upon which a dwelling house is proposed to be erected, the provisions with reference to free space are not, in the opinion of the company, applicable, or if, by reason of the character of that part of the dwelling house which would encroach upon such free space, said provisions are not, in the opinion of the company, necessary for the protection of the owners of adjoining property, then and in any such event, the width, depth, and shape of the free space to be maintained may be determined by the company, and such determination by the Company shall be binding upon all parties interested. No building or any part thereof shall be erected or maintained upon any plot nearer than three (3) feet of the rear line thereof or nearer than five (5) feet of the side line thereof; provided that garages may be built nearer to the side lines than above mentioned with the written consent of the owner of the property immediately adjacent to such side line.

No detached garage shall be built upon any plot nearer than forty (40) feet to any building limit line, except in cases of irregular shaped or shallow lots, in which cases the company may permit their erection nearer the building limit lines, than aforesaid.

6. Nuisances: There shall not be erected, permitted or maintained in Westmoreland any stables, cattle yard, hog pen, fowl yard or house, cesspool, privy vault, or any form of privy, nor shall any live poultry, hogs, cattle or other livestock, or any noxious, dangerous or offensive thing, whether of the character of those hereinafore enumerated or not, be permitted or maintained thereon.
No business or trade of any character shall be carried on in Westmoreland, provided, that this shall not be construed to prevent the maintenance of any office by a duly qualified doctor or dentist. No signs, bill-boards or advertising matter of any kind shall be placed or maintained on the property without the consent of the company in writing, nor shall any plot be used as a dump for material of any sort, or any filling material be brought in and used on any plot except unmixed fresh earth or stone.

A violation of any one of the terms or provisions of this section shall be conclusively deemed to be a nuisance and that the determination by the Company, in good faith, that any such violation or alleged violation is such nuisance shall be conclusive and binding.

All such nuisances shall be forthwith abated upon notice or demand to that effect from the Company and upon failure to do the Company or any owner or occupant of a lot in Westmoreland may summarily abate such nuisances, using such force as may be necessary and entering upon such land as may be necessary for the purpose; neither the Company nor any such 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 upon which said nuisance was committed all the cost and expense, including attorney's fees, incurred or expended in abating such nuisance.

7 Grading: 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 that portion of such lot adjacent to such street to a slope of two to one, more or less, but the Company shall not be obligated to do such grading or to maintain the slope, also the company shall have
the right to make any street or other improvements on or abutting any plot, and to change the grading of any street, if necessary, without liability to the grantee of any adjoining lot.

8. Service of Utilities. Easement and rights of way are and shall be reserved over and under all lots in Westmoreland for the erection, construction, maintenance and repair of poles, wires, pipes, conduits, appliances and fixtures, necessary or proper for the operation and maintenance of service by any and all public utilities, under such restrictions and conditions as shall not unreasonably interfere with the proper use and enjoyment of the said lots by the respective owners thereof, and the Company, or such person, firm or corporation operating any such public utility to whom it may assign any or all of said easements and rights of way, shall have the right to enter upon said premises at any and all times for any of the purposes for which said easements and rights of way are reserved.

9. Charges for Maintenance. All lots in Westmoreland shall on and after the date hereof be subject to an annual maintenance charge or assessment of not to exceed twenty-five (25¢) cents per front foot, which said maintenance charge or assessment shall be paid by the owners thereof to the Company in equal installments in advance semi-annually on the first days of January and July in each and every year. And the Company for itself, its successors and assigns, reserves a lien upon all of said lots for the due and punctual payment of said charges and assessments as hereinafter provided.

In the event that any of said charges and assessments are not paid when due, the Company may when and as often as such delinquencies occur, proceed by process of law to collect the amount thereof then due by foreclosure of said lien or otherwise, and in such event shall be entitled to recover and have and enforce against said premises a lien for its express in that behalf including its attorney fees.

In computing the frontage of any lot for the purposes of this Section its frontage along one street only shall be considered, and in the case of corner lots the Company shall have the right and privilege to determine which is the front of said lot. In case of irregularly shaped lots,
the frontage shall be computed by the Company in accordance with the
spirit of this provision and in the light of the purpose to be accom-
plished, the resulting benefit to the lot in question, and the cost of
maintenance to that lot with reference to other lots in Westmoreland;
and any such computation so made by the Company in good faith shall be
binding upon the owner of said lot and the owners of other lots in
Westmoreland. In any event any agreement or stipulation as to the
frontage of any lot for the purpose of this Section made in any deed by
the Company to any lot owner shall be held to be conclusive and binding.

Said charge or assessment shall be levied against all lots in
Westmoreland, whether owned by the Company or others and shall be applied
only towards the payment of the cost of the following charges, to-wit:
Lighting, cleaning and maintaining streets, including all grass plots
and planted areas within the curb lines thereof; collecting and disposing
of garbage, ashes, rubbish, etc., caring for vacant and unimproved lots,
seeding, sodding, cutting and removing grass and weeds therefrom; and
doing any and all further things with reference to said vacant and
unimproved lots and streets upon which they abut respectively as the
Company in its uncontrolled discretion deems advisable or desirable;
removing snow from and cleaning the sidewalks; operating and maintaining
storm water drains. For expenses incidental to the examination and approval
of plans of improvement upon lots as herein provided, to the enforcement
of the restrictions herein contained expense of maintaining the
corporate organization of a successor corporation to the Company, as
hereinafter provided in Section 13 hereof; expense of collection by
process of law of any delinquent assessments hereunder; and generally
said fund may be applied to such other purposes as the Company in its
uncontrolled discretion may deem to be the best interests of the owners of
lots in Westmoreland or residents therein.

The Company shall not be held to guarantee the payment of the
assessments aforesaid, but will disburse the same in accordance with the
terms and conditions hereof without profit to itself, over and above the
actual cost incurred by it in the administration of said fund.
Such annual assessments may be adjusted from year to year by the Company as the interest of the property may in its judgment require, but in no event shall the charge in any one year exceed the above mentioned sum of 25 cents per front foot. 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 decision in reference thereto shall be binding upon all parties interested; it does not guarantee the sufficiency of the fund aforesaid for the purposes hereinafter 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.

10. Modifications All the restrictions herein contained, except the restrictions set forth in Sections 1, 2, 3 (a) and 6 may be annulled, waived, changed and modified, or other restrictions imposed by the Company with the consent of the owners of a majority of the lots in Westmoreland at that time sold or contracted to be sold by it.

11. Duration of Restrictions All of the restrictions contained herein shall run with the land and bind and inure to the benefit of any and all of the owners of any lot in Westmoreland, and as previously modified as hereinabove provided shall continue in force until the first day of January, 1944 and shall continue in force thereafter until the owners of a majority of the lots in Westmoreland shall have executed and filed for record in the Recorder’s Office in Lucas County, Ohio, an appropriate instrument annulling and cancelling said restrictions. Said restrictions may be extended for a definite term of 20 years from and after the first day of January, 1944 if the owners of a majority of the lots in Westmoreland shall, prior to their cancellation as hereinabove provided, execute and file for record in the Recorder’s Office of Lucas County, Ohio, an appropriate instrument consenting to such extension.

12. Enforcement for Restrictions Violation of any of the restrictions herein contained shall give to the Company or any lot owner in Westmoreland the right to enter upon the property upon which said violation exists and to summarily state and remove, at the expense of the
owner thereof, any erection, thing or condition that may be existing thereon contrary to the intent and meaning of the provisions hereof and the Company or such lot owners shall not be thereby deemed guilty of any manner of trespass for any such entry, abatement or removal.

The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Company or its assigns, or the owners of any land included in Westmoreland, their respective legal representatives, successors and assigns, and failure by the company, or assigns, or any land owner to enforce any of said restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same treach or as to one occurring prior or subsequent thereto.

13 Right and obligation to Assign. All of the rights, powers, easements, estates, liens and charges reserved or given to the Company in this Deed, may be assigned and transferred by the Company subject to the provisions in this Section contained, to a corporation or association that will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions hereof and if at any time the owners of a majority of the lots in Westmoreland shall cause to be incorporated. under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws owners of lots in Westmoreland may become members, and whose membership is limited only to such lot owners and which by its regulations and by-laws shall afford to all said lot owners a voice in the management and control of its affairs according to the number of lots owned by each the Company or any corporation to which the Company has as hereinabove provided transferred the same will upon demand of the owners of a majority of the lots in Westmoreland, convey to such corporation the rights, powers, titles, easements, estates, liens and charges aforesaid.

Any such assignment or transfer shall be made by the proper instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have th
same rights and powers and be subject to the same obligations and 
duties as are herein given to and assumed by the Company to the same 
extent as though it was named in the place and stead of the Company 
in this instrument; and the Company shall thereupon be released 
from all obligations and duties hereunder, except as to any lots 
still owned or held by it as to which lots its right and liabilities 
shall be the same as though it had purchased them subject to the 
restrictions herein contained.

14. The Company by an instrument duly executed and filed for 
record in the office of the County Recorder of Lucas County, and 
elater recorded in Volume 481, page 48, Record of Deeds, established 
certain restrictions for Westmoreland. None of the property in 
Westmoreland having been sold subject to said restrictions, the 
declaration and obligations contained in said instrument are hereby 
revoked and annulled by the Company, and in lieu thereof, the 
restrictions contained herein are adopted and declared.

In Witness Whereof, said The Ottawa Park Realty Company, by 
its President and Secretary thereunto duly authorized by its Board 
of Directors, has hereunto set its corporate name and seal this 
15th day of May, 1919.

(Corporate Seal). (Signed) The Ottawa Park Realty Company, 

By Charles H. Carroll, President.

Attest: William B. Welles, 
Secretary.

Two witnesses.

Acknowledged May 15, 1919 by said Company, by said Officers, 
before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 16, 1919 and recorded in Volume 503 
By Instrument dated November 26, 1951, The Ottawa Park Realty Company assigned to The B. C. Bowen Realty Company, all the rights, powers, easements, estates, liens and charges reserved or given under Section 13 of Declaration of Restrictions, Volume 503 of Deeds, page 1, set forth above.

Received for record December 4, 1951 at 3:02 P.M., and recorded in Volume 1543 of Mortgages, page 56.

By Instrument dated December 28, 1973, received for record January 8, 1974 and recorded in Volume 2783 of Mortgages, page 158, The B. C. Bowen Realty Company assigned to Westmoreland Association, all the rights, powers, easements, estates, liens and charges reserved or given under Section 13 of Declaration of Restrictions, Volume 503 of Deeds, page 1, set forth above.
AMENDED
DECLARATION OF RESTRICTIONS

as to
WESTMORELAND ADDITION
an Addition in the City of Toledo
Lucas County, Ohio.

WHEREAS, by instrument dated May 15, 1919, filed for record May 16, 1919, and recorded in Volume 503 of Deeds, page 1, The Ottawa Park Realty Company, hereinafter Company, created certain Restrictions applying to and inuring to the benefit of Westmoreland Addition and all lots contained therein; and

WHEREAS, pursuant to Section 13 thereof the rights, powers, duties, and obligations of said Declaration of Restrictions have by instrument dated December 28, 1973, and recorded in Volume 2783 of Deeds, page 158, been assigned to the Westmoreland Association, a non-profit Ohio corporation created for the purpose of assuming said rights, powers, duties, and obligations, the membership of which includes all owners of residences in Westmoreland Addition; and

WHEREAS, said instrument provided in Section 10 thereof that said Restrictions may, except for those set forth in Sections 1, 2, 3(e), and 6, be annulled, waived, changed, modified or other restrictions imposed by the Company, its successor or assignee with the consent of the owners of a majority of the lots in Westmoreland Addition; and

WHEREAS, because of changed conditions and the needs of the residents of Westmoreland Addition, the owners of a majority of the lots in Westmoreland Addition do consent to the substitution of the following declaration of restriction for those hereinbefore mentioned;

NOW, THEREFORE, the Westmoreland Association, the lawful assignee of the rights and powers set forth in the heretofore valid and subsisting Restrictions, pursuant to Section 13 thereof, does hereby amend, modify, annul and add to said Restrictions, declaring those which follow to be the sole valid Declaration of Restrictions applicable to Westmoreland Addition and each and every lot contained therein and declares that all lots in Westmoreland Addition shall be held and conveyed subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. DEFINITIONS: The word Westmoreland as used herein shall be held to mean the tract of land hereinbefore described as shown upon said plat of Westmoreland; and, if the context requires, shall include, in a collective sense, the inhabitants thereof, and the community established hereon.

1. Exhibit A hereto.
The words restriction or restrictions as hereinafter used, shall be held to include and mean the covenants, conditions, agreements, provisions, encumbrances, restrictions, reservations and charges herein set forth.

The word street as used herein shall be held to mean such portions of the real estate comprising said Sub-division as have heretofore been dedicated to public use.

The word plot as used herein shall be held to mean any piece or parcel of land conveyed as a unit by the company as and for a building site. It may be one lot or more or less than one lot, but no lot or lots shall be divided into plots having less than sixty (60) feet frontage.

2. GENERAL PROVISIONS: The restrictions hereinafter contained have been adopted pursuant to a general plan for the better and uniform improvement and development of Westmoreland and for the benefit and protection of all persons who may hereafter become owners of lots therein.

Westmoreland Association shall have the right to construe and interpret the restrictions contained herein, and its construction or interpretation in good faith shall be final and binding as to all persons or property benefitted or bound by such restrictions. In each case such restrictions shall be given that construction or interpretation which shall best tend toward the consummation of the plan for the improvement of Westmoreland as aforesaid, and if necessary the restrictions may be extended or enlarged by construction or implication to make them effective to consummate such purpose. 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 for any reason whatsoever, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.

The restrictions herein contained are created in consideration of the benefits to accrue to Westmoreland and to all parties who are or may become owners of lots therein; and said restrictions shall always be conclusively deemed to have substantial value and no proof to the contrary shall be permitted.

None of the provisions hereof shall be applied to the property designated upon the plat of Westmoreland as lots numbered 50 to 63, both inclusive, said lots having been heretofore conveyed to the Board of Education of the City School District of the City of Toledo, Lucas County, Ohio, for school purposes.

The company covenants and agrees that it will not convey any of said lots in Westmoreland by contract to convey the same except subject to all of the restrictions herein contained and no covenants provisions, conditions, restrictions or recitals in any deed subsequently executed by the company or by the owner of any lot or lots in Westmoreland shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as herein specifically provided.

3. BUILDINGS ALLOWED:
(a) Westmoreland shall be used for private residences only, and no building shall be erected or maintained thereon except private dwelling houses with cellars, each for occupancy by one
family only; not more than one such dwelling house shall be built upon any one plot, provided that private garages for the use of the owners and occupants of the plots upon which they are erected may be built.

(b) No residence shall be erected or maintained upon any plot which shall cost less than $45,000.00 or the fairly appraised replacement cost new of a previously existing residence which has been destroyed or removed whichever amount shall be less.

(c) No building, fence, wall or other structure shall be erected or maintained, nor any change or alteration made thereon, unless erected or made in accordance with general plans and specifications showing the nature, kind, shape, height, material, color scheme and location of such structure, and the grading plan of the plot to be built upon, which shall have been submitted to the Westmoreland Association and its approval thereof endorsed thereon in writing.

In approving or withholding its approval of any plans and specifications so submitted, the Westmoreland Association may consider, having in mind the contemplated harmonious and artistic development of Westmoreland as a high grade residential subdivision, the appropriateness of the improvement contemplated with relation to improvements or contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the plot upon which it is proposed it shall be erected or made, and such other matters and considerations as in its uncontrolled discretion it may deem to the interest and benefit of Westmoreland as a whole; and any determination made by the Westmoreland Association in good faith shall be binding upon all parties in interest.

4. SET BACKS: Upon the Plot of Westmoreland there is marked and designated upon each lot a building line. No building or any part thereof, except as hereinafter provided, shall be erected or maintained closer to any street than the building line aforesaid. The portion of said lots respectively lying between said building line and the line of the street is hereinafter referred to as restricted areas.

Unenclosed covered porches may encroach upon said restricted areas by projecting thereon not more than ten (10) feet. Stoops, uncovered porches, terraces and other structures, no part of which is more than three (3) feet above the level of the plot upon which it is built at said building line limit line may be built and maintained upon any part of such restricted areas. Bay, bow, box and oriel windows may encroach upon such restricted areas by projecting thereon not more than three (3) feet.

5. FREE SPACES: Free spaces shall be left upon each plot built upon, upon each side of each dwelling house, extending from the street line to a point forty (40) feet in the rear of said building line; which free space shall be independent of any free space pertaining to or required for buildings upon contiguous plots.

The aggregate width of such free space on both sides of any dwelling house shall not be less than fifty per cent (50%) of the width of the dwelling house erected upon said plot. Not less than three-twentieths (1-20) of such aggregate free space shall be left on either side of such dwelling house.
In the event that on account of the irregular shape of any dwelling house proposed to be erected, or the irregular shape of the plot upon which a dwelling house is proposed to be erected, the provisions with reference to free space are not, in the opinion of the company, applicable, or if, by reason of the character of that part of the dwelling house which would encroach upon such free space said provisions are not, in the opinion of the company, necessary for the protection of the owners of adjoining property, then, and in any such event, the width, depth and shape of the free space to be maintained may be determined by the company, and such determination by the company shall be binding upon all parties interested. No building nearer than three (3) feet of the rear line thereof or nearer than five (5) feet of the side line thereof; provided that garages may be built nearer to the side lines than above mentioned with the written consent of the owner of the property immediately adjacent to such side line.

No detached garage shall be built upon any plot nearer than forty (40) feet to any building limit line, except in cases of irregular shaped or shallow lots, in which cases the company may permit their erection nearer the building limit lines, then aforesaid.

6. NUISANCES: There shall not be erected, permitted or maintained in Westmoreland any stables, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any form of privy, nor shall any live poultry, hogs, cattle or other live stock, or any noxious, dangerous or offensive thing, whether of the character of those hereinbefore enumerated or not, be permitted or maintained thereof. No business or trade of any character shall be carried on in Westmoreland, provided that this shall not be construed to prevent the maintenance of an office by a duly qualified doctor or dentist. No signs, bill boards or advertising matter of any kind shall be placed or maintained on the property without the consent of the Westmoreland Association in writing, nor shall any lot be used as a dump for material of any sort, or any filling material be brought in and used on any plot except unmixed fresh earth or stone.

A violation of any one of the terms or provisions of this section shall be conclusively deemed to be a nuisance and the determination by the Westmoreland Association, in good faith, that any such violation or alleged violation is such nuisance shall be conclusive and binding. All such nuisances shall be forthwith abated upon notice or demand to that effect from the Westmoreland Association and upon failure so to do the Westmoreland Association or any owner or occupant of any lot in Westmoreland, 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 Westmoreland Association nor any such 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 upon which said nuisance was committed all the cost and expense, including attorney's fees, incurred or expended in abating such nuisance.
the front of said lot. In case of irregularly shaped lots, the
frontage shall be computed by the Westmoreland Association in
accordance with the spirit of this provision and in the light
of the purpose to be accomplished, the resulting benefit to the
lot in question, and the cost of maintenance to that lot with
reference to other lots in Westmoreland; and any such computation
so made by the Westmoreland Association in good faith shall be
binding upon the owner of said lot and the owners of other lots
in Westmoreland. In any event, any agreement or stipulation as
to the frontage of any lot for the purpose of this section made
in any deed by the Westmoreland Association or the company to
any lot owner shall be held to be conclusive and binding.

Said charge or assessment shall be levied against all
lots in Westmoreland and shall be applied only towards the pay-
ment of the cost of the following charges, to-wit:

Lighting, cleaning, repairing and maintaining streets,
curbs, and sidewalks, including all grass plots and planted areas
within curb lines, collecting and disposing of garbage, ashes,
rubbish, etc., caring for and improving those lots which may be-
come the property of the Westmoreland Association and all things
incident thereto; providing for the protection and security of
Westmoreland Addition; removing snow from and cleaning the side-
walks; operating and maintaining storm water drains; for expenses
incident to the examination and approval of plans of improvements
upon lots as herein provided; to the enforcement of the restric-
tions herein contained; expense of maintaining the corporate
organization of Westmoreland Association or of a successor cor-
poration; expense of doing all things allowed to be done by the
Westmoreland Association, in its Articles of Incorporation, By-
Laws and Regulations whether now in existence, or hereafter es-
ablished; expense of collection by process of law of any delin-
quent assessments hereunder, and generally said fund may be
applied to such other purposes as the Westmoreland Association
in its uncontrolled discretion may deem to the best interests of
the owners of lots in Westmoreland or residents therein.

No provision of these restrictions shall be deemed to
prevent any lot owner from performing with respect to his own
property any maintenance function which may be performed by the
Westmoreland Association; but such action by a lot owner shall
in no way limit the rights of the Westmoreland Association
stated herein.

When any of the aforesaid maintenance functions accrues
to the particular benefit of any lot or lots, in the opinion of
the board of the Westmoreland Association, the maintenance charges
assessed against those lots may reflect, in comparison to those
assessed against remaining lots, the particular benefit thus de-

The Westmoreland Association shall not be held to
quarantine the payment of the assessments aforesaid, but will
disburse the same in accordance with the terms and conditions
hereof without profit to itself over and above the actual cost
incurred by it in the administration of said fund.

Such annual assessments may be adjusted from year to
year by the Westmoreland Association as the interest of the prop-
erty may in its judgment require, but in no event shall the charge
7. RESIDENTIAL USE LIMITATIONS: No residence in Westmoreland Addition now in existence, or hereafter constructed or conveyed shall be used for any purpose other than single-family residential purposes as interpreted in good faith by the Westmoreland Association. No building, except as herein specifically provided may be constructed or used for any purpose other than single-family residential purposes. In no event may any residence or other building be occupied or regularly or frequently used by any fraternity, sorority, business, corporation, institution, or other organization except for the Westmoreland Association. No residence, building, or plot conveyed after the date of this amendment may be used or occupied contrary to any provision in this Amended Declaration of Restrictions regardless of any use existing as of the date of this amendment. This section shall be enforced by the Westmoreland Association, in the manner provided in Section 6 hereof.

8. SERVICE OF UTILITIES: Easements and rights of way are and shall be reserved over and under all lots in Westmoreland for the erection, construction, maintenance and repair of poles, wires, pipes, conduits, appliances and fixtures necessary or proper for the operation and maintenance of service by any and all public utilities, under such restrictions and conditions as shall not unreasonably interfere with the proper use and enjoyment of the said lots by the respective owners thereof; and the company or such person, firm or corporation operating any such public utility to whom it may assign any or all of said easements and rights of way, shall have the right to enter upon said premises at any and all times for any of the purposes for which said easements and rights of way are reserved.

9. CHARGES FOR MAINTENANCE: All lots in Westmoreland shall on and after the date hereof be subject to the payment of annual dues established by the Westmoreland Association and to an annual maintenance charge or assessment of not to exceed twenty-five cents (25¢) per front foot, which said maintenance charge or assessment shall be paid by the owners thereof to the Westmoreland Association in equal installments in advance semi-annually on the first day of January and July in each and every year and due on or before the date established by the Westmoreland Association. The Westmoreland Association for itself, its successors and assigns, reserves a lien upon all of said lots for the due and punctual payment of said charges and assessments as hereinafter provided. In the event that any of said charges and assessments are not paid when due, the Westmoreland Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount thereof then due by foreclosure of said lien, or otherwise, and in such event shall be entitled to recover and have and enforced against said premises a lien for its expenses in that behalf including its attorney fees.

In computing the frontage of any lot for the purposes of this section its frontage along one street only shall be considered, and in the case of corner lots the Westmoreland Association shall have the right and privilege to determine which is

2. Exhibit B hereto.
in any one year exceed the above-mentioned sum of twenty-five cents (25¢) per front foot. The Westmoreland Association shall exercise its discretion and judgement as the amount of said fund to be expended in connection with each of the purposes for which said fund is collected, and its decision in reference thereto shall be binding upon all parties interested. It does not guarantee the sufficiency of the fund aforesaid for the purposes hereinabove set forth, and it shall have no liability in respect thereto.

10. POWERS OF WESTMORELAND ASSOCIATION: The Westmoreland Association or any lawful successor thereto shall be deemed to be authorized by the owners of each lot in Westmoreland Addition, to do all things consistent with this Amended Declaration of Restrictions and with its Articles of Incorporation, By-Laws, and Regulations lawfully established as they may now exist or hereafter be created or amended.

With respect to any of the foregoing purposes or actions set forth in Section 9 hereof which may in the alternative be accomplished by the City of Toledo, or its agencies or compel other public authorities or agencies the Westmoreland Association may take such steps as it deems necessary to petition or compel the accomplishment of such purpose or action and the owners of all lots in Westmoreland Association are hereby deemed to have appointed irrevocably Westmoreland Association, Inc. or its successor, so long as it shall continue to exist, as the agent of each in such representations before or against The City of Toledo, its agencies or any other public authorities or agencies.

All such actions taken by the Westmoreland Association shall be taken in good faith by the trustees of the Westmoreland Association for the benefit of Westmoreland Addition or for the benefit of a portion or portions thereof in a manner consistent with the preservation and best interests of Westmoreland Addition as a whole. In taking such actions the judgment of the trustees shall be final and binding upon the owners of all lots in Westmoreland Addition. Nothing in this paragraph shall limit the exercise by any lot owner in any of the foregoing matters of any legal right in the event of the failure of the Westmoreland Association to act with respect thereto.

11. MODIFICATIONS: All the restrictions herein contained, except the restrictions set forth in Sections 1, 2, 3(a) and 6, may be annulled, waived, changed and modified or other restrictions imposed by the Westmoreland Association with the consent of the owners of a majority of the lots in Westmoreland.

12. DURATION OF RESTRICTIONS: All of the restrictions contained herein shall run with the land and bind and inure to the benefit of any and all of the owners of any lot in Westmoreland, and as previously modified as hereinabove provided shall continue in force until the owners of a majority of the lots in Westmoreland shall have executed and filed for record in the Recorder's Office in Lucas County, Ohio, an appropriate instrument amending, annulling, or cancelling said restrictions.
13. Each grantee of a conveyance of a lot or lots or any portion or portions thereof in Westmoreland Addition accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Westmoreland Association 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 any owner of any interest therein, regardless of how acquired, and inure to the benefit of such owner in like manner as though the provisions of these Restrictions were recited and stipulated at length in each and every deed of conveyance.

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 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 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 the restrictions, covenants, conditions, agreements and other provisions of these Restrictions.

The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Westmoreland Association, or its assigns, or the owners of any land included in Westmoreland, their respective legal representatives, successors and assigns, and failure by the Westmoreland Association or assigns, or any land owner to enforce any of said restrictions 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.

IN WITNESS WHEREOF, Warren K. Badgett, President, and Frank D. Guthrie, Executive Secretary, have by the authority granted them by the board of the Westmoreland Association executed this instrument this 16th day of May, 1974.

Witnesses:

[Signature]

[Signature]

WESTMORELAND ASSOCIATION

[Signature]

[Signature]

J. Exhibit C hereto.
STATE OF OHIO  

COUNTY OF LUCAS  

Before me, a Notary Public in and for said County, personally appeared Warren K. Badgett, President and Frank D. Guthrie, Executive Secretary, who acknowledged that they did sign this instrument with the authority of and on behalf of the Westmoreland Association and that the execution of said instrument is their voluntary act and deed and the voluntary act and deed of the Westmoreland Association for the uses and purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of May, 1974.

[Signature]
Notary Public

This instrument prepared by:

FULLER, HENRY, HODGE & SNYDER
300 Madison Avenue
Toledo, Ohio 43664
AFFIDAVIT

STATE OF OHIO )
) SS:
COUNTY OF LUCAS )

FRANK D. GUTHRIE, being first duly sworn, deposes and says that he was, on April 25, 1974, authorized by the board of the Westmoreland Association to tabulate the consents given to the proposed Amended Declaration of Restrictions (distributed to lot owners on or about March 11, 1974) by the owners of lots in Westmoreland Addition, City of Toledo, Lucas County, Ohio;

Affiant further says that Lots 1-49, inclusive, and 65-260, inclusive, are the lots presently included in Westmoreland Addition, Lots 50-64 having been conveyed out for public school purposes, and that there are therefore 245 lots in Westmoreland Addition;

Affiant further says that, following the distribution of the proposed Amended Declaration of Restrictions the Westmoreland Association appointed certain residents as its agents to obtain the signed consents of the owners of lots in Westmoreland Addition and that the consents were given on forms headed as follows:

The undersigned acknowledge and confirm that they are the owners of the lots, designated herein adjacent to their signatures, in Westmoreland, an Addition in the City of Toledo, Ohio, that they have read and understood the amendments to the Declaration of Restrictions for Westmoreland distributed to all owners of lots in Westmoreland on or about March 11, 1974, that they hereby consent to such amendments, and that they authorize the appropriate officers of the Westmoreland Association to execute and record all instruments necessary to effect such amendments.

Affiant further says that he has tabulated the consents given to the proposed Amended Declaration of Restrictions and that the owners of 168 lots have consented to the amendments as of the date hereof and that as of April 25, 1974, more than a majority had consented thereto;

Affiant further says that in order for the board of the Westmoreland Association to effect said amendments it was necessary for the owners of a majority of the lots in Westmoreland Addition to consent thereto, that the consent of the
owners of 168 lots constitutes a majority in excess of two-thirds of the lots in Westmorland Addition, and that said majority is sufficient to authorize the aforesaid Amended Declaration of Restrictions to be effected by the board of the Westmorland Association.

Further affiant sayeth not.

[Signature]

Frank D. Guthrie

Sworn to before me and subscribed in my presence this 16th day of May, 1974.

[Signature]

Notary Public

DORIS L. SCHILLER
Notary Public, Lucas County, Iowa
My Commission Expires Nov. 12, 1974
RESOLUTION

BE IT KNOWN that on the 25th day of April, 1974, the Board of the Westmoreland Association, having adopted an Amended Declaration of Restrictions which retained a provision authorizing the Board to levy an annual assessment not in excess of twenty-five cents (25¢) per front foot, a quorum being present:

RESOLVED that the Westmoreland Association shall not levy any assessments as set forth in the Amended Declaration of Restrictions without first having called for and held a special meeting of the residents of Westmoreland Addition to discuss any such proposed assessments and having determined thereafter that the owners of a majority of the plots to be assessed in Westmoreland Addition approve of such assessment; and

RESOLVED that any such determination of approval by the owners of a majority of the plots to be assessed shall not operate to require the Board to levy such assessment; and

RESOLVED that this resolution shall not apply to the establishment of annual dues permitted by the Amended Declaration of Restrictions; and

RESOLVED that the substance of this resolution shall be incorporated into the Amended Articles of Incorporation, By-Laws, and Regulations of the Westmoreland Association presently being prepared.

[Signatures]

William P. Paul

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
RESOLUTION

BE IT KNOWN that on the 25th day of April, 1974, having received the consent of the owners of a majority of the lots in Westmoreland Addition by signed indications of consent, preserved in the records of the Westmoreland Association, to the amendment of the Declaration of Restrictions dated May 15, 1919, and recorded in Volume 503 of Deeds, page 1, in accordance with the proposed amendments distributed to the residents of Westmoreland Addition on or about March 11, 1974, a sufficient quorum being present, the Board of the Westmoreland Association:

RESOLVED, that it would amend said Declaration of Restrictions in the manner aforesaid; and

AUTHORIZED Warren K. Badgett, President and Frank D. Guthrie, Executive Secretary, to execute and record all instruments deemed necessary to effect such amendment on behalf of the Westmoreland Association.

Said resolution was unanimously approved by the Board of the Westmoreland Association.

William A. Paul

[Signature]

[Signature]

G. A. T. Badgett

[Signature]

Joseph E. Freemont

[Signature]

Barbara Watson

[Signature]

Received for record May 16, 1974 at 3:30 P.M., and recorded in Volume 2858 of Mortgages, page 255.