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DECLARATION OF RESTRICTIONS AS TO LAND
LOCATED IN WHITMER HEIGHTS, PLAT III

WHEREAS, Wanamaker Development Co., hereinafter referred to as the owner,
holds title in fee simple to the following described parcels of land situated in
Washington Township, Lucas County, Ohio, to wit:

Lots sixty-four (64) to eighty-two (82), both inclusive,
in Whitmer Heights Plat III, a Subdivision in Washington
Township, Lucas County, Ohio,

and said parcels will hereafter be referred to as Whitmer Heights Plat III;

WHEREAS, Wanamaker Development Co., the owner, desires to establish restric-
tions upon the manner of use, improvement, and enjoyment of the above described lots
in Whitmer Heights Plat III;

WHEREAS, other lot owners in Whitmer Heights Plat III join in said restric-
tions by consent thereto:

NOW, THEREFORE, in consideration of the premises, and in consideration of
the enhancement in value thereof, and to afford purchasers due and complete protection
in the use and occupancy thereof for the purposes of which the same are designated and
to provide a uniform general plan for the development, improvement, use, occupancy and
enjoyment of Whitmer Heights Plat III as an architectural, harmonious, artistic and
desirable residential district, Wanamaker Development Co., for itself, its successors
and assigns, hereby declares and stipulates that the above described land is hereby
restricted in accordance with the restrictions hereinafter set forth, and agrees that
each lot in Whitmer Heights Plat III hereafter be conveyed by it, its successors and
assigns, subject to these restrictions.

1. These covenants and restrictions are to run with the land and shall be
binding on Wanamaker Development Co., its successors and assigns, and each and every
person who shall hereafter become the owner of any interest in any lot or any part of a
lot in said tract and shall continue until January 1st, 1985, at which time said
covenants shall be automatically extended for successive periods of ten (10) years
each unless the owners of the majority of the frontage of the lots covered by these
restrictions shall agree in writing to change these restrictions in whole or in part.

2. All lots, subdivision of lots, and portions of Whitmer Heights Plat III
shall be restricted to residence purposes only, and no building or structure of any
kind shall be erected or maintained on the premises other than a single residence
designed for the use of one family only, and a private garage for not more than two cars for the sole use of the occupier of said premises. Not more than one residential building shall be built upon any lot.

3. No noxious or offensive trade or activity shall be carried on in Whitmer Heights Plat III, nor shall anything be permitted therein which may be or become an annoyance or nuisance. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house, stables, cattle yard, hog pen, fowl yard or house or keeping of any animal, fowl or bird which may cause a nuisance; nor storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass, junk, or any reclaimed products; nor shall said premises be used for any business or criminal purposes whatsoever; nor shall it be used for any mercantile or manufacturing establishment, storage, boarding house, rooming house, hotel, inn, restaurant, tavern, public or private hospital or infirmary. The failure to designate additional restrictions on the use of the property shall not permit any other use except the intended purpose of the premises for single residential purposes. Only one (1) house dog and one (1) house cat may be kept on any one building site.

4. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be erected, maintained or used as a residence, temporarily or permanently on said tract. No building erected on said tract shall be used as a residence until the exterior has been completed as specified and called for in the plans and specifications thereof.

5. The type of residential structure which shall be permitted shall be the conventional two story house, the story and a half house, the "ranch type" or what is known as the tri-level house. The ground floor area of the main structure, exclusive of one story open porches, breezeway areas and garages, shall be not less than eight hundred sixteen (816) square feet of foundation area for a story and a half house; not less than five hundred seventy-six (576) square feet of foundation area for a two story house; not less than nine hundred thirty-six (936) square feet of foundation area for a ranch type home; and not less than eight hundred sixteen (816) square feet of foundation area for a tri-level house. The roof pitch of a ranch type home shall be a minimum of four (4) inches pitch or drop in twelve (12) feet, and the minimum roof overhang for a ranch type house or a tri-level house shall be sixteen (16) inches.

The exterior construction of any and all buildings shall be brick, brick veneer, stone, wood, or one-half inch Insulite prined siding. Stone veneer may be used only to enhance the frame or brick construction, and the amount and type used shall be as determined by the Property Committee.
No open car ports shall be constructed and all garages shall be enclosed on three sides and equipped with conventional type doors.

6. No part of the main foundation shall be placed nearer to the front line of a building site than the building line or lines shown on the plat; no foundation shall be nearer the side line of any building site than ten percent (10%) of the width of such building site; no porch shall project forward from the main foundation more than ten (10) feet and no part of any detached garage shall be located nor than thirty (30) feet from the rear line of any lot, provided, however, that where lots are not rectangular or do not have uniform depth, the location of the garage shall be determined by the Property Committee.

7. Provision for the construction of a sidewalk, which shall be of concrete construction four (4) feet wide by at least four (4) inches in depth, shall be included in each and every contract for the construction of a residence. Such sidewalk shall be located at the point on the lot as shown on the plat of the Subdivision, and its construction must be completed within three months after the occupancy of any residence.

8. No so-called "ribbon driveways" shall be permitted, and all driveways shall be of solid concrete or asphalt construction with a minimum of eight (8) feet in width.

9. No fence shall be more than three (3) feet six (6) inches in height, nor shall any fence be erected or maintained closer to the street than the building line or lines set forth on the plat.

10. 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 plot to be built upon shall have been submitted to and approved in writing by at least a majority of a Property Committee consisting of Richard W. Dalton, James W. Rauh and Dale H. Harms, or the survivors of them, and also by the Wannamaker Development Co. In the event of the resignation, death or failure to act by any committee member, the remaining member or members shall have the power to appoint his successor. The above committee then shall serve until another committee is elected as hereinafter provided. The Committee shall have the right to refuse to approve any plans or specifications or grading plans, which are not desirable or suitable, in its sole and exclusive opinion,
for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, the Committee shall have the right to take into consideration all of the restrictions contained herein and shall further have the right to consider whether or not the external design, grading, and the location of the buildings conform and are harmonious with the existing buildings in said Plat and surrounding territory. In the event such Committee shall fail to approve or disapprove such plans, specifications and grading plans within thirty (30) days after the same have been submitted to it, then such approval will not be required, provided however, the design of the structure, size, construction and its location on the building site conforms to and is in harmony with existing buildings in Whitmer Heights Plat III and the restrictions contained herein. The members of the Committee shall not be entitled to any compensation.

After Wanamaker Development Co., its successors or assigns, has sold seventy-five percent (75%) of the lots in said Whitmer Heights Plat III; or these restrictions have been in existence for five (5) years, a Committee shall be elected by the owners representing a majority of the front footage of the lots or building sites in said Whitmer Heights Plat III which shall then pass on these matters. This Committee shall serve indefinitely and changes in its personnel may be made as provided for in the original Committee set-up. Upon the election of this Committee, a written instrument setting forth the names and addresses of the persons serving on such Committee shall be recorded in the Recorder's office of Lucas County, Ohio.

11. The provisions of this declaration shall bind and inure to the benefit of and be enforceable by Wanamaker Development Co., its successors, legal representatives, and assigns, and any other lot owners, their heirs, legal representatives and assigns, having lots on building sites subject to these restrictions. These restrictions may be enforced by injunction or other appropriate legal remedy.

12. Invalidation of any one or any part thereof, of the foregoing covenants or restrictions by a judgment or court order shall in no wise affect any of the others, which shall remain in full force and effect.

In consideration of the premises and of the enhancement in value to said parcels of land hereinbefore described as:

Lots sixty-four (64) to eighty-two (82), both inclusive, in Whitmer Heights Plat III, a Subdivision in Washington Township, Lucas County, Ohio,

Wanamaker Development Co., as owner, hereby declares and establishes the foregoing
restrictions and covenants and execute the same at Toledo, Ohio, this 20th day of May, 1960.

Signed by Wanamaker Development Co., by Richard W. Dalton, President, and Dale H. Harms, Secretary.

2 Witnesses.

Sworn and subscribed to May 20th, 1960 by above named officers before a Notary Public, Lucas County, Ohio. Seal.

Received for record June 20, 1960 and recorded in 1973 of mortgages at page 562.

AMENDMENT OF RESTRICTIONS AS TO LAND LOCATED IN WHITMER HEIGHTS, PLATS I, II & III.

We, the undersigned, owners of the lots covered by the restrictions applicable to Whitmer Heights, Plat I, Whitmer Heights, Plat II and Whitmer Heights Plat III, do hereby consent to the amendment of the declaration of restrictions applicable to the land owned by us so as to provide that structures constructed on Lots 25 and 43 of Plat I, Lots 44 and 63 of Plat II, and Lots 64 and 82 of Plat III, may be constructed with a side line set back of 15 feet from the westerly property line of said lots instead of being set back 25 feet from such westerly property line as shown on the Plats of said Subdivision.

Signed by Wanamaker Development Co. as owner of premises in question, and other owners of other lots.

Received for record June 2, 1961 at 2:55 P.M., and recorded in Volume 2010 of Mortgages, page 615.