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.
Deed dated May 24th 1916, received for record May 25th 1916 at 4:30 P.M., and recorded in Volume 448 of Deeds, page 142, wherein The Whitney Hills Company, the then owner of lots 1 to 242 Whitney Hills, conveyed said lots to Herbert P. Whitney, contains the following recitals:

Subject however, to the covenants, agreements, easements, reservations and restrictions embodied in the following plan of development and restriction, which plan is hereby adopted and declared by the said The Whitney Hills Company for its Whitney Hills Plat aforesaid, and is hereby accepted and agreed to by the said grantee, for himself, his heirs, executors, administrators and assigns, as running with and binding all of the lands hereby conveyed, it being the purpose of this conveyance not only to transfer title to the property herein described, but also to make the said plan of development and restriction a matter of record, and legally binding upon all of the lots in said Whitney Hills Plat, and the future owners thereof.

WHITNEY HILLS PLAN

1. RESIDENCE PURPOSES

1. No office, shop, store, factory, saloon, or business house of any kind, no hospital, asylum, sanitarium or institution of like or kindred nature, and no charitable institution shall be erected or maintained on the premises hereby conveyed, but the same and each and every part thereof shall be occupied and used for residence purposes only, and not otherwise.

2. Schools, churches, clubs, libraries or any other buildings for educational, religious, "philanthropic", recreative, public service or other community purposes may be erected and maintained in locations approved by The Whitney Hills Company, but such approval must be first evidenced by proper instruments duly executed, acknowledged and recorded.

3. A doctor's office, an integral part of a dwelling to be occupied by such doctor as a private residence is hereby expressly excepted from the above restrictions.

4. Lots 9, 27, 28, 29, 220, 221, 241 and 242 may be used for stores and offices, in the discretion of The Whitney Hills Company.
II. NUISANCES.

1. No cesspool, or "receptacle" of any kind for the storage of liquid waste, no privy vault or privy, or outside water closet, shall be constructed or kept upon the lands hereby conveyed. No cattle, or swine shall be kept upon the said premises, nor shall any nuisance of any sort, or any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained upon the said property.

III. BUILDING RESTRICTIONS.

1. No house or other structure is to be erected, placed or maintained upon any lot in said addition which is not new, well designed and consistent with the surrounding improvements and before work is commenced upon a house or other structure to be placed upon any lot in said addition, the plans for the same must be submitted to The Whitney Hills Company, and be approved by them in writing. In case of disagreement between the Company and the lot owner, as to whether the building or structure proposed meets the above requirements, the plans shall be submitted for consideration to a Board of Arbitration, to consist of an Architect of the Company, the architect of the lot owner, and a third Architect or umpire chosen by the two. A decision of this Board to be final and binding upon both parties. Expense of arbitration to be equally divided between the lot owner and the company.

2. Houses already upon the premises at the date of this deed are expressly excepted from the above restriction.

3. No structure other than one single, detached private dwelling arranged for one family only, and built to face the front of the lot, and one private garage for the accommodation of the occupants of such a dwelling is to be placed, erected or maintained, upon any one lot in said addition, except as herein otherwise provided.

4. Outbuildings and other structures other than the garage aforesaid may be erected upon the rear of any lot, with the written permission of the Whitney Hills Company.
5. Lots numbered 8, 9, 10, 11, 48, 49, 50, 51, 66, 67, 68 and 69 are expressly excepted from the provisions of Clause No. 3 above, under this heading in this respect to-wit that in addition to the house permitted for each of said lots by the above Clause one additional house may be placed upon the rear of said lots.

6. Terraces, duplex houses and apartment houses may be placed upon locations approved by The Whitney Hills Company, by proper instruments of writing, duly executed acknowledged and recorded.

7. No residence shall be built upon any lot in this addition costing less than the amounts hereinafter indicated for each such lot. Cost as here used to mean the cost of the building at ordinary market prices for labor and material plus reasonable contractor's profit.

Cost of decorating and chandeliers not included in said amount.

<table>
<thead>
<tr>
<th>Lots</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>1 to 9</td>
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<tr>
<td>10 to 29</td>
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<tr>
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<tr>
<td>131 to 135</td>
<td>$4000.00</td>
</tr>
<tr>
<td>136 to 169</td>
<td>$3500.00</td>
</tr>
<tr>
<td>170</td>
<td>$4500.00</td>
</tr>
<tr>
<td>171 to 180</td>
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<tr>
<td>181 to 188</td>
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<tr>
<td>199 to 212</td>
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<tr>
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<tr>
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<td>226 to 240</td>
<td>$2500.00</td>
</tr>
<tr>
<td>241</td>
<td>$2000.00</td>
</tr>
<tr>
<td>242</td>
<td>$2000.00</td>
</tr>
</tbody>
</table>

IV. EASEMENTS.

Easements and rights of way for the erection, construction and maintenance of poles, wires, conduits and the necessary and proper attachments in connection therewith for the transmission of electricity and for telephones, 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 for furnishing to the residents upon said tract, any
convenience or service deemed beneficial by said Company are hereby
expressly reserved in, upon and over the rear three feet of all lots
in this addition and also in, upon and over the following parts of
lots in addition thereto.

The northerly 3 feet of lots 88, 215 and 242.
The southerly 3 feet of lots 69, 169, 171, 214, and 241.
The easterly 3 feet of lots 155, 184, 185, 190 and 240.
The westerly 3 feet of lots 181 and 189.
The westerly 3 feet of the rear 34 feet of lot 32.
The westerly 3 feet of the rear 34 feet of lot 27.
The northerly 3 feet of the rear 28 feet of lot 201.
The northerly 3 feet of the rear 21 feet of lot 237.
The rear 3 feet of lot 170 adjoining lots 171 and 169.
The northerly 3 feet of the rear 60 feet of lot 163.
The rear 3 feet of lot 161 adjoining lot 184.
The rear 3 feet of lot 160 adjoining lot 185.
The northerly 3 feet of the rear 60 feet of lot 176.
The rear 3 feet of lot 160 adjoining lot 181.
The rear 3 feet of lot 189 adjoining lot 188.
The easterly 3 feet of the southerly 3 feet of lot 191.
The rear 3 feet of lot 87 adjoining lot 88.
The rear 3 feet of lot 90 adjoining lot 89.
The easterly 3 feet of the rear 34 feet of lot 85.
The westerly 3 feet of the rear 34 feet of lot 92.

V. SET BACKS.

1. No dwelling house or any part or projection thereof shall
be placed, erected or maintained upon any lot in the Whitney Hills
Plat, except as hereafter indicated, nearer to any street line than
25 feet.

2. Unenclosed 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.

3. 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 at any part of such restricted areas.

4. 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.
5. No building or part thereof, except a garage shall be erected or permitted within 10 feet of the rear line of a lot excepting lots 8, 9, 10, 11, 48, 49, 50, 51, 66, 67, 68 and 69.

6. A garage shall not be erected within 70 feet of a front street, unless it be built as an integral part of the main building on the lot, nor in any case closer to any side street than 25 feet.

7. No house or other structure shall be erected or maintained upon any lot which is 40 feet in width, within 4 feet, or upon any lot which is over 40 feet in width, within 6 feet of the side line dividing the lots upon which it is erected, from the lot of the adjoining owners.

8. No fences or other solid obstructions shall be built on or across any lot nearer to the front line of the lot than the front line of the residence, nor shall any hedge be grown on said lot in front of the residence which shall exceed 3 feet in height, excepting that this shall not be construed to prevent the planting in moderation of ornamental trees and shrubs.

9. The restrictions contained in Clause 1 under this heading shall apply in every respect to all the lots in this plat with the following exceptions:

(a) As regards lots 1 to 9 inclusive, 50 to 59 inclusive, and 59 to 67 inclusive: the distance of the set-back of houses from the front street line shall be that of the houses already built on the lots in the blocks in which said lots are located.

(b) The distance of the set-back of houses on lots 9, 10, 49, 50, 67 and 68 from the side street lines of said lots shall be 10 feet instead of 25 feet, and covered porches shall not encroach upon such restricted area.

(c) The distance of the set-back of houses on lots 10 to 29 inclusive from the front street line shall be 30 feet.
(d) Lots 27, 28, 29, 241 and 242 are expressly excepted from the provisions of said restrictive clause.

(e) The distance of the set-back of houses upon lots 107 and 108 from the side street line along said lots shall be 15 feet instead of 25 feet.

(f) The set-back of houses from the side street line i.e. Monroe Street line, upon lots 220, 219, 131 and 130 shall be 15 feet instead of 25 feet.

(g) The distance of the set back from the side street line i.e. the Ravine Drive, of houses upon lots 133, 134, 127 and 128, shall be 20 feet instead of 25 feet.

(h) The distance of set-back from the Boulevard of houses on lot 116 to 130 inclusive shall be 40 feet.

(i) The distance of the set-back from the front street line of houses on Inwood Drive shall be 30 feet.

VI. MISCELLANEOUS RESTRICTIONS.

1. No solid board fence shall be erected upon any lot in this addition.

2. The lots in this plat shall not be subdivided nor replatted with the exception of lots 156, 170, lots 116 to 130 inclusive, and any other lots which The Whitney Hills Company may itself decide to subdivide or re-plat or to the subdividing or replatting of which the company may agree in writing, duly executed, acknowledged and recorded.

In such event the Whitney Hills Plan shall apply in all respects to the new lots so formed as separate lots in the Whitney Hills Plat.

3. A.
4. No trees at present upon the property comprised within this plat shall be cut or in any way damaged, unless said trees interfere with the natural building site upon any lot, and then only with the written consent of The Whitney Hills Company. This provision not to include trees which it may be found necessary to remove in laying out streets. The amount of $500.00 is hereby stipulated as liquidated damages for each tree cut or damaged in violation of this agreement.

5. No sign of any character shall be erected, posted or displayed upon or about any lot in said addition without the written permission of the company, and it shall have right to restrict and control the size, construction, material, wording, location and height of all signs, and may summarily remove and destroy all unauthorized signs.

6. 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 the slope of one to two more or less. But the Company shall not be obligated to do such grading or to maintain the slope.

VII. DURATION AND RENEWAL.

All the covenants, agreements, easements, reservations and restrictions contained herein shall continue in force for a period of 25 years, from and after January 1, 1916. But all of the same or any part thereof may be extended for a period of 25 years from and after that date, and thereafter for successive periods of 25 years, provided, that, prior to the expiration of each period of 25 years, 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 mortgagors) of not less than 2/3 in area of the land included in this addition.
VIII. RIGHT TO MODIFY.

The Company hereby reserves the right, in its absolute discretion at any time to annul, waive, change or modify, any of the covenants, agreements, easements, reservations and restrictions herein contained as to any part of said tract then owned by the Company, and with the consent of a majority in number of the then owners, as to any other land included in said tract.

IX. RIGHT TO CONSTRUE.

The Company further reserves the right to construe and interpret the restrictions herein contained with a view to carrying out the general intent and purpose thereof, and its construction and interpretation in good faith shall be final and binding as to all persons or property bound by such restrictions.

X. RIGHT TO ASSIGN.

The Company shall have the right to assign any and all the rights and powers, titles, easements and estates reserved or given to the Company in this deed, to any corporation or association which will agree to assume and exercise the same.
EXTENSION OF WHITNEY HILLS RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, being the owners of the Whitney Hills lots numbered as designated before their signature, the same being in all, not less than two-thirds (2/3) in area of the land included in the Whitney Hills Addition, desiring to avail themselves of the right of extension contained in Clause I, Section VII. (Duration and Renewal) of the "Whitney Hills Plan" of development and restriction, which said plan was heretofore, to wit, upon the 24th day of May, 1916, imposed upon all of the property in said addition, by deed from the Whitney Hills Company to one Herbert P. Whitney, said deed having been recorded in Volume 448 of Deeds, page 142 of the Records of Deeds, of Lucas County, Ohio, do hereby consent and agree with The Whitney Hills Company and with each other and with such other owners of lots in said subdivision as may sign similar consents and agreements, that said "Whitney Hills Plan" shall be, and hereby is extended for a period of twenty-five (25) years from and after December 31, 1940, in accordance with the provisions of said section and clause above referred to.

IN WITNESS WHEREOF, the said lot owners have hерecunto set their hands on the dates set forth opposite their signatures.

Signed by owners of the property and other owners of other property.

Acknowledged December 23" 1940 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record December 30" 1940 at 3:45 P.M., and recorded in Volume 1163 of Mortgages, pages 3 to 23 inclusive.
By separate instrument dated June 6th 1962, The Whitney Hills Company assigned to The Old Town Realty Company, all the rights, powers, titles, easements and estates reserved or given to The Whitney Hills Company by the above instruments.

Received for record June 13th 1962 at 3:40 P.M., and recorded in Volume 2047 of Mortgages, page 244, and received for record a second time on April 2nd 1963 at 2:21 P.M., and recorded in Volume 2066 of Mortgages, page 583.

By Instrument dated December 4th 1965, the owners of the premises in question, and owners of other lots in agreement with The Old Town Realty Company extended the "Whitney Hills Plan" set forth in Volume 448 of Deeds, page 142, for a period of 25 years from said after December 31st 1965.

Received for record December 30th 1965 and recorded in Volume 2171 of Mortgages, pages 242 and 267.

By Instrument dated December 28th 1965, The Old Town Realty Company in agreement with owners of other lots in Whitney Hills Addition, in all not less than 2/3 in area of the land included in said addition extended the "Whitney Hills Plan" set forth in Volume 448 of Deeds, page 142, for a period of 25 years from and after December 31st 1965.

Received for record December 30th 1965 at 3:20 P.M., and recorded in Volume 2171 of Mortgages, page 258.
EXTENSION OF WHITNEY HILLS RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of the Whitney Hills lots numbered as designated before its authorized signature, the said lots and the lots of other consenting and agreeing owners being in all not less than two-thirds (2/3) in area of the land included in Whitney Hills Addition, desiring to avail itself of the right of extension contained in Clause I, Section VII (Duration and Renewal) of the "Whitney Hills Plan" of development and restriction, which said plan was heretofore, to-wit upon the 24th day of May, 1916, imposed upon all of the property in said Addition by deed from The Whitney Hills Company to one Herbert P. Whitney, said deed having been recorded in Volume 448, page 142 of the Record of Deeds, Lucas County, Ohio, and extended to December 31, 1965, by properly executed agreement recorded in Volume 1163 at page 3 et seq of the Record of Mortgages, Lucas County, Ohio, does hereby consent and agree with The Old Town Realty Company, assignee of the rights and powers, titles, easements and estate reserved by The Whitney Hills Company, and with each other and with such other owners of lots in said Subdivision as may sign similar consents and agreements, that said "Whitney Hills Plan" shall be, and hereby is, extended for a period of twenty-five (25) years from and after December 31, 1965, in accordance with the provisions of said section and clause above referred to.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate name to be subscribed to these presents by its officers and this 27th day of December , 1965.

Lots Nos. 116, 117, 154 and 155. 

THE NORTH WOODSTOCK AVENUE CHURCH OF GOD OF TOLEDO, now known as THE NORTH COVE BOULEVARD CHURCH OF GOD.

By Ralph W. Mattox

By Edward E. Willhardt

Received for record December 30, 1965 in Volume 2171, Page 255.
EXTENSION OF WHITNEY HILLS RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of the Whitney Hills lots numbered as designated before their signatures, the said lots being in all not less than two-thirds (2/3) in area of the land included in Whitney Hills Addition, desiring to avail themselves of the right of extension contained in Clause 1, Section VII (Duration and Renewal) of the "Whitney Hills Plan" of development and restriction, which said plan was heretofore, to-wit upon the 24th day of May, 1916, imposed upon all of the property in said Addition by deed from The Whitney Hills Company to one Herbert F. Whitney, said deed having been recorded in Volume 448, page 142 of the Record of Deeds, Lucas County, Ohio, and extended to December 31, 1965, by properly executed agreement recorded in Volume 1163, at page 3 et seq of the Record of Mortgages, Lucas County, Ohio, do hereby consent and agree with the Old Town Realty Company, assignee of the rights and powers, titles, easements and estates reserved by the Subdivision as may sign similar consents and agreements, that said "Whitney Hills Plan" shall be, and hereby is, extended for a period of twenty-five (25) years from and after December 31, 1990, in accordance with the provisions of said section and clause above referred to.

IN WITNESS WHEREOF, the said lot owners have hereunto set their hands on the dates set forth opposite their signatures.

<table>
<thead>
<tr>
<th>LOT NO</th>
<th>LOT OWNER</th>
<th>SPouse</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9931</td>
<td>Thomas A. Ricketts</td>
<td>Faith A. Ricketts</td>
<td>12/07/90</td>
</tr>
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</table>

Witness as to the above signatures:

[Signature]

STATE OF OHIO

LUCAS COUNTY

BE IT REMEMBERED, that on the dates set opposite their signatures to the above consent and agreement, before me, the subscriber, a Notary Public, within and for said county, personally came

Thomas L. Ricketts & Faith A. Ricketts

the subscribers to the above agreement and acknowledged the signing thereof to be their voluntary act and deed, for the purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public. Ohio

This instrument prepared by:

Jack J. Brady, Esq.
4052 Holland-Sylvania Rd.
Toledo, OH 43623
Ph: (419) 885-5070

RECEIVED & RECORDED

DEC 3 1 1990

SUE RIOUX
RECORDERRUCAS COUNTY, OHIO