WOODWARD HEIGHTS

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.
This instrument enters into by and between the parties hereto, on the day
and year hereinafter written:

BE IT KNOWN, Woodward Heights is a subdivision in the City of Toledo, Lucas
County, Ohio, which has been laid out into lots, which lots are numbered consecutively
from Lot No. 1 to Lot No. 57, both inclusive, with certain streets and ways
dedicated to public use, and certain reservations by way of easement for the installation
and maintenance of public utility services, in accordance with the original plat
thereof, numbered 45227, and dated June 30, 1911, which is recorded at page 46 and 47
in volume 23 of the Plat Records in the office of the Recorder of Lucas County, Ohio;

and

BE IT KNOWN, Lots Nos. 25, 28 and 45 of Woodward Heights, as originally
platted, have been resubdivided into lots known as "Subdivision of Lots Nos. 25, 28
and 45, Woodward Heights", which lots are numbered consecutively from 1 to 8,
inclusive, in accordance with Plat No. 45227, and dated February 17, 1914, and recorded
at page 46 in volume 24 of the Plat Records of Lucas County, Ohio; Lots Nos. 46 and
47 of Woodward Heights, as originally platted, have been resubdivided into lots
known as "Kolb's Subdivision of Lots Nos. 46 and 47 of Woodward Heights",
which lots are numbered from 1 to 10, inclusive, in accordance with Plat 277025,
dated March 5, 1921, and is recorded at page 87 in volume 25 of the Plat Records
of Lucas County, Ohio; Lots Nos. 21, 22 and 23 of Woodward Heights, as originally
platted, have been resubdivided into lots known as "Subdivision of Lots Nos. 21, 22
and 23 of Woodward Heights", which lots are numbered consecutively from 1 to 7,
inclusive, in accordance with Plat No. 277025, dated May 14, 1923 and recorded
at page 92 in volume 25 of the Plat Records of Lucas County, Ohio; Lots Nos. 50 and
51 of Woodward Heights, as originally platted, and Lots Nos. 1 and 2 of the "Sub-
division of Lots Nos. 52, 53 and 54 of Woodward Heights", hereinafter referred to,
have been resubdivided into lots known as "Plat of Lots Nos. 52, 53, and 54 of Woodward Heights", hereinafter referred to,
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USEND, some of said lots in Woodward Heights, as originally platted, and some of the lots in the same replats and subdivisions of said Woodward Heights, as aforesaid, are not restricted and some are subject to restrictions contained in the original recorded plan or replats; some are subject to articles of restrictions which have been filed by the owner of such lots and parts of lots, or have been included in the deeds to such separate parcels; all such restrictions and provisions may expire at different times, and are not uniform in their provisions, requirements and operations, either as they bear any relation or coordination, to the other, in harmony with, or in furtherance of, a general plan for the orderly, systematic, and harmonious development of the area covered by the original plat of Woodward Heights.

It is, therefore, desirable, necessary, and beneficial to impose reasonable conditions and restrictions upon the development, further dividing and subdividing, use, occupancy, improvement, and enjoyment of all of said properties included in the area originally platted as Woodward Heights which are uniform in their provisions, duration, operation, and effect upon all of the lots in said area, which provisions carry out the spirit and purpose of the development of the area as an orderly, symmetrical, harmonious and desirable residence district.

NOW, THEREFORE, in order to provide a uniform general plan for the further dividing, subdividing, improving, development, use, and enjoyment of the area originally platted as said Woodward Heights, and including therein all of the replats, subdivisions and divisions of lots in the area covered by the original plat of Woodward Heights, as an architecturally harmonious, artistic, symmetrical, orderly, and desirable residence district, and to continue, maintain, and perpetuate Woodward Heights as such, we do, in consideration of the premises, the benefits accruing to us individually, jointly, and severally, and in consideration of the mutual covenants set forth herein to restrict the lots, parts of lots, and parcels of property in Woodward Heights, being the owners of all of such lots, parts of lots and parcels in Woodward Heights, including the various replats, subdivisions and divisions, thereof, do individually, jointly, and severally, for ourselves, our heirs, executors, administrators, legal representatives and/or assigns, for the regulation and protection of each and every person, his heirs, executors, administrators, legal representatives, and/or assigns, who may be or shall be in the future be, owner, occupant, or tenant of any interest in and to a parcel of property, a lot, lots, part of lot or lots, division, replat, or subdivision thereof, in the improvements, development, use, occupancy and enjoyment of said property, by the execution and recording of this indenture of covenants and restrictions, hereby restrict the further dividing, subdividing, platting, replatting, improvement, development, use, occupancy, and enjoyment of all property in the area covered by the original plat of Woodward Heights, the replats, subdivisions and divisions thereof, all of which are included herein, to the extent and in the manner following, to-wit:

(a) All lots in the area covered by the original plat of Woodward Heights, as aforesaid, shall be known and described as residential lots and shall be used for residence purposes only, except Lot Number Eight (8) of the Replat of Lot No. 27 now known as "Weston Park", which lot and any part, parts or subdivided area thereof, may be used for commercial purposes. No structure shall be erected on any residential lot, part of lot or parcel of property, other than one detached dwelling, not to exceed two stories in height, and not to be occupied by more than two families, and a one, two, or three car garage. Such garage shall not exceed 30 ft x 30 ft, in floor area and 15 ft in height, and shall be used for car garage only.
No building shall be erected on any lot closer than 30 ft. from the front property line, nor closer than 5 ft. from any side lot line. No building shall be erected on any corner lot nearer than 30 ft. from the side street property line. No corner shall be erected nearer than 15 ft. from the main dwelling. Provided, however, that provision shall not apply to a garage attached to the house directly, or by an area way, the side lot restriction shall not apply to a garage located on the rear one-quarter of a lot, except that, on corner lots, the structure shall be permitted nearer than 30 ft. to the side street property line.

No lot or lots shall be divided or subdivided into building sites having a street frontage of less than 50 ft. or 100 ft., or depth of less than 150 ft. provided, however, a dwelling or other structure, may be erected on more than one lot by observing the setback restrictions mentioned in paragraph (b) above, with regard to the adjoining owners' lot lines.

No dwelling, the cost of which, excluding the cost of the garage and excluding the cost of the land, shall be less than the amount set forth in the following schedule of locations and costs, shall be permitted or erected on any lot, part of lot, or lots:

<table>
<thead>
<tr>
<th>Location</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fronting on Haldorf Drive</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Fronting on Colby Drive</td>
<td>$8,500.00</td>
</tr>
<tr>
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<td>$8,500.00</td>
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<td>$8,500.00</td>
</tr>
</tbody>
</table>

Any one story dwelling, having a ground floor area of less than the minimum of 750 sq. ft., and an elevation of less than the minimum of 24 ft., above grade for the main structure, no one and one-half or two story dwelling, having a ground floor area of less than the minimum of 550 sq. ft., shall be permitted, erected, moved, or maintained upon any lot, part of a lot, or lots, in the area included herein.

No building or other structure shall be erected, altered, moved, or maintained on any lot unless erected, altered, moved, or maintained in accordance with plans and specifications showing the nature, size, shape, type, material, color scheme, the location thereof, and, further, showing said building or structure to be architecturally harmonious, and in keeping with existing buildings in the immediate vicinity, which plans and specifications shall be submitted to and approved by the committee, to be selected as herein provided, and such approval thereof shall be endorsed upon said plans and specifications by the committee. The copy thereof shall be retained by the developer, and becomes the property of said committee.

The committee referred to in the preceding paragraph shall consist of five members who shall each be the owner in fee simple, or have an indestructible right of use in property in said subdivision, shall serve without compensation, and the term of the members of such committee shall be at the pleasure of the authority by which they are selected. The members of said committee shall be selected by the owners of a majority of the lots in said subdivision and vacancies occurring in the personnel of said committee shall be filled by the selection of new members to serve on said committee by the owners of a majority of lots in said subdivision.

In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of Woodward Heights as an architecturally harmonious, artistic and desirable residential subdivision, and in accordance with the general plan as heretofore mentioned, and in approving or withholding its approval, of any plans and specifications so submitted, said committee may consider the appropriateness of the improvement contemplated in relation to improvements on contiguous or adjacent lots, its artistic and architectural merit; its adaptability to the lot upon which it is proposed to be erected or added; and such other matters and considerations as said committee may deem to be in the best interest and benefit of the owners of lots in Woodward Heights, and shall base the same upon said plans and specifications.

(c) No business or adverse trade shall be carried on upon any lot, part of lot, or parcel of property in Woodward Heights, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(d) No basement, garage, or any structure shall be permitted hereafter, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No structure of any kind shall be permitted on any lot, part thereof, or parcel of property, including commercial property, for residence purposes.
(b) There shall not be erected, permitted, or maintained on any lot, any stables, cattle yard, hog pen, trap pen, privy vault, or any other structure or any type of privy, nor shall any horse, cattle, or other livestock, or any nuisance, dangerous or offensive thing, whether of the character of those hereinafore enumerated or not, be permitted or maintained thereon.

(1) No signs of any character shall be erected, posted, painted, or otherwise displayed on or about any lot, without the written permission of the building committee, who shall have the right, in its discretion, to prohibit, restrict, and control the size, character, material, wording, location and height of all such signs.

(j) No wines, liquors, beer, or other intoxicants shall be manufactured or sold on any lot, lots, part thereof, or parcel of property herein, whether designated for residence purposes or commercial purposes.

(h) No fence exceeding 48 inches in height shall be erected or permitted on any lot, lots, part thereof, or parcel of property herein, whether designated for residence purposes or commercial purposes.

(a) The covenants and restrictions hereinafore shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in any of the described property or any part thereof until June 30, 1970, at which time said covenants and restrictions herein contained or any portion thereof may be amended for a further ten-year period, and for another ten-year period thereafter on the written approval or agreement of two-thirds of the property owners of the area included herein.

(a) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lots in the area included herein may institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, to compel him or them to cease and desist from so doing and cause the removal of any violation and recover damages or other dues for such violation and/or attempted violation.

(c) If any of the covenants, provisions, or restrictions hereinafore are held invalid by judgment or court order, the remainder of the covenants, provisions, or restrictions shall not be affected thereby and shall remain in full force and effect.

We further covenant and mutually agree for ourselves, our heirs, executors, administrators, legal representatives, and/or assigns, that the aforesaid covenants, provisions, and restrictions constitute our general plan for the further dividing, subdividing, planting, replating, improving, developing, the occupancy, and enjoyment of all of the properties included in the area originally platted as Woodward Heights; that said covenants, provisions, and restrictions are "covenants real," run with the land, and shall be an encumbrance upon said property to the extent and for the period or periods specifically set forth herein and that these covenants, provisions and restrictions control and supersede all other covenants, provisions and restrictions affecting said properties which are now of record, contained in deeds, or otherwise in full force and effect.

IN WITNESS WHEREOF, we the undersigned, as owners of the lot, lots, part thereof or parcel of property indicated opposite their names hereinafore, or as the owners of any interest therein by right of devise, or otherwise, have hereunto subscribed our names and executed this Declaration of Covenants.

Provisions and Restrictions this 1st day of July, 1944.
<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Birth Date</th>
<th>Death Date</th>
<th>Marriage Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Smith</td>
<td>Husband</td>
<td>1880</td>
<td>1960</td>
<td>1905</td>
</tr>
<tr>
<td>Jane Doe</td>
<td>Wife</td>
<td>1882</td>
<td>1965</td>
<td>1907</td>
</tr>
<tr>
<td>Edward Jones</td>
<td>Son</td>
<td>1910</td>
<td>1990</td>
<td>1930</td>
</tr>
<tr>
<td>Susan Brown</td>
<td>Daughter</td>
<td>1915</td>
<td>1995</td>
<td>1935</td>
</tr>
<tr>
<td>Michael Lee</td>
<td>Son</td>
<td>1920</td>
<td>1999</td>
<td>1940</td>
</tr>
</tbody>
</table>

All of the foregoing signatures were witnessed by the undersigned.

[Signature]

Notary Public
acrostic

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal as

[Signature]

Attest:

[Signature]
Vicente F. Lozano

State of Wisconsin
County of Jefferson

Before me, a Notary Public, in and for said County, appeared the
above named

and acknowledged the signing of the above instrument to be their free and
voluntary act for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed
my official seal at Lake Mills, Wisconsin, on the 6th day of
March, 1946.

[Signature]

Notary Public.

County of Jefferson

James E. Welch

State of Florida
County of Osceola

Before me, a Notary Public, in and for said County, appeared the
above named

Frederick J. Case and Ronald A. Case

and acknowledged the signing of the above instrument to be their free and
voluntary act for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed
my official seal at St. Cloud, Florida, on the 4th day of
March, 1946.

[Signature]

Notary Public.

RECEIVED and RECORDED at 3:50 PM

May 9, 1946

[Signature]