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 January 26, 1939, received for record January 26, 1938 and recorded in Volume 977 of Deeds, page 382, conveying the premises in question, and other property, contains the following:

The grantee by the acceptance of this deed takes title to all lots subject to each and all of the following building restrictions and conditions. It is further expressly stipulated and agreed that each and all of the following covenants and agreements are to run with the land and be binding upon all parties and all persons claiming in any manner directly or indirectly under the grantee herein. It is also further stipulated and agreed that if at any time anyone of the provisions, restrictions and conditions hereinafter set forth in this deed shall be declared invalid by a court of competent jurisdiction, such declaration of invalidity as to any one or more of the provisions, conditions and restrictions shall not in any manner void or modify any other provision, condition or restriction contained in this deed.

It is also expressly agreed that the grantor and/or any person holding title to any lot covered by this deed shall have the full, legal and equitable right to enforce each and every provision, condition and restriction contained in this deed, and for that purpose either along or in connection with other lot owners, may take any and all necessary and proper court proceedings for the enforcement of each and all of the provisions, conditions and restrictions hereinafter contained. The provisions, conditions and restrictions are as follows:

A. All lots covered by these restrictions shall be known and described as residential lots and shall not be used for commercial or
manufacturing or other business used except lots 180 which may be used for commercial purposes.

B. No structure shall be erected upon any residential lot other than a one family detached dwelling, of not to exceed two stories in height, and a one, two or three car garage.

C. No part of any building erected on a residential lot shall extend nearer than 30 feet from the front line of said lot, nor nearer than 5 feet from any side lot line, except that the owner of any 2 adjacent lots may treat the 2 lots as one in which case the building may be part on one lot and part on the adjacent lot, and the provisions hereinbefore set forth as to side lines shall apply to the 2 lots treated as 1 rather than to each single lot.

The nearest portion of any residential building to the street shall not be farther from the street than 50 feet. Enclosed porches and sun rooms shall be regarded as a part of the building. Open porches shall not be regarded as a part of the building and may extend nearer to the streets than the distance herein specified. The side lines restrictions shall not apply to a garage, provided the garage is located on the rear 1/4th of the lot. On corner lots no building shall be permitted to extend nearer than 10 feet from the side street lines.

D. It shall be permissible to subdivide a number of lots into building sites differing in size and shape from the existing lots as platted in the present plat, but in no case shall such re-division leave any lot smaller than 50 feet in width nor having a less area than 5600 square feet, and no building shall be erected upon any portion of the property covered by this deed having a lot width or less than 50 feet from the street. Any subdivision (except where 2 or more lots are treated as 1) shall first be submitted to the Worthington Place Committee as required by Item 1 hereof.
E. No trade, business or work shall be carried on in any of the property or in any house and/or garage erected thereon which may be or become an annoyance or nuisance.

F. The property referred to in this deed is to be reserved for use and occupancy solely for persons of the white or caucasian race, except that nothing herein contained shall prevent residents in the property employing domestic servants of a different race, and such domestic servants may reside in residences occupied by their employers.

G. No temporary or permanent residence of any character shall be permitted in trailer, basement, tent, temporary building or garage erected upon any lot covered by this deed.

H. No building shall be erected upon said property except private garage and residence, except that the contractor, while erecting a dwelling house may place a tool house temporarily upon the property during the erection of the permanent building thereon.

I. The grantor of this deed has this date selected 3 persons, to-wit: D. W. Moor, William H. Moor and John D. Rhoades, to constitute a Worthington Place Committee. Such Committee shall O. K. plans and specifications for the erection of any building upon any lot in said Subdivision covered by this deed, and shall pass upon each and every Subdivision of lots covered by this deed, and the owner of any lot before commencing the erection of any house upon any lot covered by this deed shall submit to said Committee, plans and specifications, provided, however, that if such Committee shall not approve or reject the plans within 30 days after their submission to such Committee, then and in that event the owner shall be authorized to proceed with the erection of the building, provided it conforms to the other conditions stated in these restrictions. In case of the death or resignation of any member of the Worthington Place Committee, a new member of such Committee shall
be selected by the Majority vote of the owners of lots covered by this deed. In the selection of such Committee member, each lot owner shall have one vote for each lot that he owns.

J. A perpetual easement over the rear 5 feet of each lot is reserved for utilities installations and maintenance, and no building of any kind shall be erected upon the rear 5 feet of any lot covered by this deed.

K. At any time after 5 years from the date hereof, the owners of 80% of the lots shall have the right to repeal, modify or add to the building restrictions contained in this deed. Any such modifications or changes, however, shall not in any way effect any lot which at that time has a dwelling house erected thereon, or on which plans and specifications have been submitted to the Worthington Place Committee for the erection of a dwelling house. And the owners of any such houses then upon the property shall have full and complete right to maintain the houses then upon the property including the right to make any and all necessary repairs.

Any such action to modify the terms of the building restrictions shall be reduced to writing and signed with the formalities required of deeds and duly recorded as required for deeds.

L. No residence shall be erected or maintained upon any lot costing less than $4000.00 or having a less ground area than 700 square feet, if a one story house, or less than 500 square feet of ground area if a two story house.

M. Until such time as a proper sanitary sewerage system shall be installed there must be provided for each house erected and/or maintained upon any lot, a sanitary septic tank, constructed according to the laws and regulations of the State of Ohio, and/or its duly authorized
Subdivisions and/or health authorities. No other sanitary arrangements shall be installed or permitted to remain in use upon any such lot.

N. The above restrictions shall be and remain in full force and effect until January 1, 1975, unless modified or changed in accordance with the provision of Item K.
We hereby guarantee that there is a continuous chain of title by duly executed conveyances and decrees, without material defect, omission or encumbrance from the General Government down to THE SECURITY DEVELOPMENT COMPANY for said premises appearing in the public records in Lucas County, Ohio.

The Security Development Company, an Ohio Corporation

---to---

The Hosler Realty Company.

---Warranty Deed---

Dated August 8, 1938.

Consideration $1.00 and other valuable considerations.

Conveys to grantee, its successors and assigns forever, the following real estate situated in Lucas County, Ohio, to-wit:

Lots 1 to 20 inclusive, 23 to 66 inclusive, 71, 73, 74, 76, 77, 78, 79, 81 to 98 inclusive, 100, 101, 102, 103, 104, 106, 107, 110, 112 to 118 inclusive, 120 to 130 inclusive, 132 to 145 inclusive, 155 to 158 inclusive, 161 to 180 inclusive, Worthington Place, an Addition in Adams Township, Lucas County, Ohio. Subject to taxes and assessments.

(Corporate Seal). (Signed) The Security Development Company,

By Edward H. Rhoades, President,

By John D. Rhoades, Secretary.

Two witnesses.

Acknowledged August 8, 1938 by said Company, by said officers, by order of the Board of Directors of said Corporation, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record August 8, 1938 at 3:45 P.M., and recorded in Volume 968 of Deeds, page 298.
The Hosler Realty Company,
an Ohio Corporation

---to---
The Haley Realty Company.

---Warranty Deed---
Dated January 26, 1939.
Consideration $1.00
and other valuable considerations.

Conveys to grantee, its successors and assigns forever, the following
described real estate, to-wit:

Lots Nos. 1 to 20 inclusive; 23 to 66 inclusive; 71, 73, 74, 76 to
79 inclusive; 81 to 98 inclusive; 112 to 118 inclusive; 120 to 130
inclusive; 132 to 145 inclusive; 155 to 158 inclusive and 161 to 180
inclusive; all in Worthington Place, a Subdivision in Adams Township,
Lucas County, Ohio.

The grantee by the acceptance of this deed takes title to all lots,
subject to each and all of the following building restrictions and
conditions. It is further expressly stipulated and agreed that each and
all of the following covenants and agreements are to run with the land
and be binding upon all parties and all persons claiming in any manner
directly or indirectly under the grantee herein. It is also further
stipulated and agreed that if at any time anyone of the provisions,
restrictions and conditions hereinafter set forth in this deed shall be
declared invalid by a court of competent jurisdiction, such declaration
of invalidity as to any one or more of the provisions, conditions
and restrictions shall not in any manner void or modify any other
provision, condition or restriction contained in this deed.

It is also expressly agreed that the grantor and/or any person
holding title to any lot covered by this deed shall have the full, legal
and equitable right to enforce each and every provision, condition and
restriction contained in this deed, and for that purpose either alone
or in connection with other lot owners, may take any and all necessary
and proper court proceedings for the enforcement of each and all of the
provisions, conditions and restrictions hereinafter contained. The provisions, conditions and restrictions are as follows:

A. All lots covered by these restrictions shall be known and described as residential lots and shall not be used for commercial or manufacturing or other business uses except lots 180 which may be used for commercial purposes.

B. No structure shall be erected upon any residential lot other than a one family detached dwelling, of not to exceed two stories in height, and a one, two or three car garage.

C. No part of any building erected on a residential lot shall extend nearer than 30 feet from the front line of said lot, nor nearer than 5 feet from any side lot line, except that the owner of any 2 adjacent lots may treat the 2 lots as one in which case the building may be part on one lot and part on the adjacent lot, and the provisions hereinbefore set forth as to side lines shall apply to the 2 lots treated as 1 rather than to each single lot.

The nearest portion of any residential building to the street shall not be farther from the street than 50 feet. Enclosed porches and sun rooms shall be regarded as a part of the building. Open porches shall not be regarded as a part of the building and may extend nearer to the streets than the distance herein specified. The side lines restrictions shall not apply to a garage, provided the garage is located on the rear 1/4th of the lot. On corner lots no building shall be permitted to extend nearer than 10 feet from the side street lines.

D. It shall be permissible to subdivide a number of lots into building sites differing in size and shape from the existing lots as platted in the present plat, but in no case shall such re-division leave any lot smaller than 50 feet in width nor having a less area than 6500 square feet, and no building shall be erected upon any portion of the property covered by this deed having a lot width or less than 50 feet from the street. Any subdivision (except where 2 or more lots are treated as 1) shall first be submitted to the Worthington Place Committee as
required by Item 1 hereof.

E. No trade, business or work shall be carried on in any of the property or in any house and/or garage erected thereon which may be or become an annoyance or nuisance.

F. The property referred to in this deed is to be reserved for use and occupancy solely for persons of the white or Caucasian race, except that nothing herein contained shall prevent residents in the property employing domestic servants of a different race, and such domestic servants may reside in residences occupied by their employers.

G. No temporary or permanent residence of any character shall be permitted in trailer, basement, tent, temporary building or garage erected upon any lot covered by this deed.

H. No building shall be erected upon said property except private garage and residence, except that the contractor, while erecting a dwelling house may place a tool house temporarily upon the property during the erection of the permanent building thereon.

I. The grantor of this deed has this date selected 3 persons, to-wit: D. W. Moor, William H. Moor and John D. Rhoades, to constitute a Worthington Place Committee. Such Committee shall O.K. plans and specifications for the erection of any building upon any lot in said Subdivision covered by this deed, and shall pass upon each and every Subdivision of lots covered by this deed, and the owner of any lot before commencing the erection of any house upon any lot covered by this deed shall submit to said Committee, plans and specifications, provided, however, that if such Committee shall not approve or reject the plans within 30 days after their submission to such Committee, then and in that event the owner shall be authorized to proceed with the erection of the building, provided it conforms to the other conditions stated in these restrictions. In case of the death or resignation of any member of the Worthington Place Committee, a new member of such Committee shall be selected by the Majority vote of the owners of lots covered by this deed. In the selection of such Committee member, each lot owner shall
have one vote for each lot that he owns.

J. A perpetual easement over the rear 5 feet of each lot is reserved for utilities installations and maintenance, and no building of any kind shall be erected upon the rear 5 feet of any lot covered by this deed.

K. At any time after 5 years from the date hereof, the owners of 80% of the lots shall have the right to repeal, modify or add to the building restrictions contained in this deed. Any such modifications or changes, however, shall not in any way effect any lot which at that time has a dwelling house erected thereon, or on which plans and specifications have been submitted to the Worthington Place Committee for the erection of a dwelling house. And the owners of any such houses then upon the property shall have full and complete right to maintain the houses then upon the property including the right to make any and all necessary repairs.

Any such action to modify the terms of the building restrictions shall be reduced to writing and signed with the formalities required of deeds and duly recorded as required for deeds.

L. No residence shall be erected or maintained upon any lot costing less than $4000.00 or having a less ground area than 700 square feet, if a one story house, or less than 500 square feet of ground area if a two story house.

M. Until such time as a proper sanitary sewerage system shall be installed there must be provided for each house erected and/or maintained upon any lot, a sanitary septic tank, constructed according to the laws and regulations of the State of Ohio, and/or its duly authorized Subdivisions and/or health authorities. No other sanitary arrangements shall be installed or permitted to remain in use upon any such lot.

N. The above restrictions shall be and remain in full force and effect until January 1, 1975, unless modified or changed in accordance with the provision of Item K.

Subject to taxes and assessments and except mortgages in favor of
The Ohio Citizens Trust Company, Trustee, and The Ohio Citizens Trust Company.

The Ohio Citizens Trust Company and the Ohio Citizens Trust Company, Trustee, holding mortgages against the above described lots as security for the payment of an issue of bonds made and executed by The Security Development Company and known as Westhaven 6 1/2% Gold Bonds, hereby sign this deed and by so signing it, consent to each and all of the restrictions and the conditions herein before contained, and expressly agreed that upon any foreclosure of the property above described to satisfy the conditions of the mortgages hereinabove referred to, that such foreclosure or foreclosures shall be subject to each and all of said building restrictions, and such sale or sales shall not in any manner repeal or modify any of the said conditions and restrictions above contained.

(Corporate Seal). (Signed) The Hosler Realty Company,
By William H. Rhoades, President,
By Edward H. Rhoades, Jr., Secretary,
The Ohio Citizens Trust Company,
By C. B. Ewell, Vice-President,
By Franklin Barger, Assistant Secretary.

(Corporate Seal).
The Ohio Citizens Trust Company,
By C. B. Ewell, Vice-President,
By Franklin Barger, Assistant Secretary.

Three witnesses, two as to each signature.

Acknowledged January 26, 1939 by The Hosler Realty Company, by said Officers, by order of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Acknowledged January 26, 1939 by The Ohio Citizens Trust Company and The Ohio Citizens Trust Company, Trustee, by said Officers, before
The Haley Realty Company, an Ohio Corporation

-- Quit Claim Deed --

Dated January 28, 1939.

Consideration $1.00

and other valuable considerations.

Conveys to grantee and to its successors, "successors" and assigns forever, the following described real estate situated in the County of Lucas and State of Ohio, viz:-

Lots Nos. 1 to 20 inclusive, 23 to 66 inclusive, 71, 73, 74, 76 to 79 inclusive, 81 to 98 inclusive, 100 to 104 inclusive, 110, 112 to 118 inclusive, 120 to 130 inclusive, 132 to 145 inclusive, 148 to 153 inclusive, 155 to 158 inclusive and 161 and 180 inclusive, all in Worthington Place, a Subdivision in Adams Township.

(Corporate Seal). Signed: The Haley Realty Company,

By Jack A. Haley, President,

By William H. Rhoades, Secretary.

Two witnesses.

Acknowledged January 28, 1939 by said Company, by said Officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

The Hosler Realty Company,
an Ohio Corporation.

-- Quit Claim Deed --
Dated January 20, 1942.
Consideration $1.00
and other valuable
considerations.
Conveys to grantee and
to its successors and assigns forever, the following described real
estate, situated in the County of Lucas and State of Ohio, viz:

Lots in Worthington Place, a Subdivision in Adams Township, Lucas
County, Ohio, subject to each and all of the building restrictions and
conditions contained in a deed of said premises recorded in Volume 977
page 382, Lucas County, Ohio Records of Deeds.

Lots No. 1 to 18 inclusive, Lots Nos. 24 to 65 both inclusive, Lots
71, 82, 84, 87, 88, 89, 92, 93, 94, 100, 102, 104, 112, 113, 115, 117,
118, 120, 125, 128, 129, 132, 133, 139, 140, 142, 143, 144, 148, 149,
150, 151, 152, 153, 155, 157, 158, 161 to 180 both inclusive.

(Signed) The Hosler Realty Company,
By William H. Rhoades,
President,

By John D. Rhoades, Assistant
Secretary.

Two witnesses.

Acknowledged January 20, 1942 by said Company, by said Officers,
by authority of its Board of Directors, before a Notary Public, Lucas
County, Ohio, (Seal).

Received for record February 9, 1942 at 3:08 P. M., and recorded