WASHINGTON VILLAGE PLAT I - IV

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AS TO

WASHINGTON VILLAGE PLAT I THRU IV

A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

This Declaration made and entered into by the City of Toledo, Department of Community Development, this 25th day of October, 1979:

WITNESSETH:

WHEREAS, The City of Toledo, Department of Community Development is the developer of a certain parcel of land, situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "WASHINGTON VILLAGE" and described as follows:

> Lots 1 thru 31, inclusive, in WASHINGTON VILLAGE PLATS I THRU IV, a Subdivision in the City of Toledo, Lucas County, Ohio;

and

WHEREAS, said developer desires to impose reasonable and beneficial restrictions and covenants upon the improvement, development, use, occupancy and enjoyment of said property which are uniform in their provisions, duration, operation and effect; and

WHEREAS, The City of Toledo, Department of Community Development, has caused a plat(s) of the above described land to be prepared and recorded, which plat(s) provides for:

1. The subdivision of said land into separate lots numbered consecutively from 1 thru 31, inclusive, which said subdivision is known and hereinafter referred to as WASHINGTON VILLAGE PLATS I THRU IV;

2. The dedication to private use a park area situated in Plat II of the subdivision; and

3. The reservation of certain easements therein for the installation and maintenance of public utility service, and

WHEREAS, The City of Toledo, Department of Community Development desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of

WASHINGTON VILLAGE, certain easements and rights in, over to WASHINGTON VILLAGE and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in WASHINGTON VILLAGE and to impose hereby certain restrictions on such lots in WASHINGTON VILLAGE:

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said WASHINGTON VILLAGE as an architecturally harmonious, artistic and desirable residence area, The City of Toledo, Department of Community Development, for itself, its successors and assigns, does hereby declare and stipulate that each lot, except Lot 1, in said WASHINGTON VILLAGE hereafter sold, conveyed or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements and restrictions, with separate restrictions made applicable to Lot 1 and recorded simultaneously with these, To-Wit:

ARTICLE I

Definitions

Section 1. Each and every of said lots shall be used exclusively for and occupied solely for private residential purposes by families, and no other than 1 private residence not exceeding 2 stories in height, designed and intended for the occupancy of 1 family only, and a private attached garage for not more than 2 automobiles, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

Section 2. The City of Toledo, Department of Community Development reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and the side of each lot, as shown on the plat(s) of

WASHINGTON VILLAGE, designated as utility rights-of-way, for the construction, operation and maintenance utility power lines and conduits, and for water, gas and sewer lines and conduits or any other public utility facilities, together with the necessary appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in WASHINGTON VILLAGE, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 3. The finished living area of each family unit shall not be less than 1,000 square feet for a three bedroom unit or not less than 1100 square feet for a four bedroom unit. A minimum of a three bedroom unit shall be built. Determination of said living area shall not include basement, cellars, porches, garages or any other area not designed for year round living use.

Section 4. All dwellings constructed shall be built on a crawl space or have a basement.

Section 5. All dwellings constructed must have at least a one car attached or integral garage.

Section 6. No dwelling shall be erected, placed or altered on any lot until the following documents have been submitted and approved by The City of Toledo, Department of Community Development, or its assignee therefor prior to the commencement of construction:

a. Construction plans and specifications of said dwelling which set forth, but are not limited to, quality of workmanship and materials, harmony of exterior design and color with existing structures, and any and all features necessary to insure an architecturally harmonious and desirable residential area.

b. A site plan, drawn to scale, showing the location of all structures, both existing and proposed on the lot.

c. Submission of any or all of said documents may be waived by City of Toledo, Department of Community Development or its assignee therefor, when in its opinion such submission is not necessary for the compliance with the intent of these covenants, conditions and restrictions.

The Department of Community Development or its assignee shall use its best judgement to assure

that all improvements conform to existing surroundings and structures.

Section 7. At the time of construction of any dwelling on any lot, the owner of said lot shall install or cause to have installed a sodded front lawn and sod on all lots having side street frontage.

Section 8. No structures of either a temporary or permanent character, such as addition, trailer, basement, tent, shack, dog house, play house, garage, barn or other out building, shall be placed or erected upon any lot without the written approval of The City of Toledo, Department of Community Development or its assignee therefor, and such structures shall not be used as a residence either temporarily or permanently.

Section 9. No wines, liquors, beer or other intoxicant shall be manufactured commercially or sold on any lot.

Section 10. No weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said lots, or any unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 11. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the written consent of The City of Toledo, Department of Community Development or its assignee, first having been obtained. The right is reserved by The City of Toledo, Department of Community Development to erect or place signs on any unsold lot or improvements thereof on lots owned by the City.

Section 12. No recreational vehicles of any kind or description (boats, trailors, motor homes) shall be stored on any lot nor parked on any premises for more than 72 hours. This provision can be waived upon request jointly by the Department of Community Development and the WASHINGTON VILLAGE Homeowners Association.

Section 13. No disabled vehicles of any kind shall be

stored or allowed to be placed or suffered to remain upon said lots or on streets within the subdivision.

Section 14. No clothes, sheets, blankets or other articles shall be hung outside or exposed on any part of said dwellings, except in the rear yard and then no higher than seven feet from the dwelling. No laundry shall be left hanging for an extended period of time.

Section 15. Trucks and other commercial vehicles shall not be parked on premises except while making pick-ups and deliveries. Vehicles of this nature shall be parked in the garage.

Section 16. All rubbish and debris, combustible and non-combustible, compost heaps, cuttings and all garbage shall be stored and maintained only in containers entirely screened or within the garage or dwelling.

Section 17. No animals, rabbits or poultry, or any kind, character or species of fowl shall be kept upon or maintained on any lot. The City of Toledo, Department of Community Development or the WASHINGTON VILLAGE Homeowners Association reserves the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats or household pets (limited to two per dwelling unit) calculated not to become or not becoming a nuisance to the owners or inhabitants of WASHINGTON VILLAGE.

Section 18. The cutting of trees on all or any lots shall have written consent of The City of Toledo, Department of Community Development. This provision is for the benefit of the subdivision and is intended to ensure that only diseased or dying trees are cut and removed and aesthetical looking lots are preserved.

Section 19. On all lots fencing shall be limited to the back yards and shall be of a decorative nature. Chain link fencing shall be allowed. Approval must be granted by The City of Toledo, Department of Community Development or its assignee and the WASHINGTON VILLAGE Homeowners Association prior to the erection or placing of any fence (permanent or temporary) to assure harmony within the subdivision.

Section 20. Approval or rejection must be given in writing to the property owners requesting fencing or other approvals within 10 working days. The request must also be in writing.

Section 21. Invalidation of any of this covenant, condition and restriction by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 22. These covenants, conditions and restrictions shall run with the land and be binding upon all persons claiming under them for a period of 25 years from the date of these covenants, conditions and restrictions are recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of record of said lots has been recorded, agreeing to and directing a change of said covenants, conditions and restrictions in whole or in part.

Section 23. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition and restriction either to restrain violation or to recover damages.

Section 24. Each and every person who hereafter acquires title to any lot in Washington Village Plats I, II, III and IV shall be members of the WASHINGTON VILLAGE Homeowners Association, hereinafter called the "Association". The Association shall be a non-profit corporation duly organized by virtue of the laws of the State of Ohio prior to March 30, 1979. The Association shall acquire title to a certain parcel of real estate located within WASHINGTON VILLAGE Plats II.

Section 25. Each and every lot in said WASHINGTON VILLAGE Subdivision, except the parcel owned by the Association, shall be subject to a maintenance charge (effective _____1979) for the 1979/80 of an amount to be determined by the Association. The annual

maintenance and operation of lots in WASHINGTON VILLAGE. The Association shall have a lien perpetually upon the lots in WASHINGTON VILLAGE Subdivision except upon those lots owned by the Association to secure the payment of the annual maintenance charge. The lien for said charge may be made of record by filing in the office of the Recorder of Lucas County, Ohio a notice of lien which shall be recorded in the liens of said Recorder.

Section 26. In the event any of said charges and assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien or otherwise and in such event shall be entitled to recover and have an enforce against said premises a lien for its expenses in that behalf including reasonable attorney fees. Said charges and assessments shall be levied against all lots in WASHINGTON VILLAGE PLATS I, II, III and IV except upon those lots owned by the Association and shall be applied only toward payment of the following costs and expenses: upkeep, maintenance, taxes, utilities, including the employment of personnel to guard or operate the same; for the costs of collecting assessments, expenses of maintaining the Association, and for any and all other purposes which may, in the judgment of the Association, be for the general benefit of the members.

Section 27. Such annual assessments, upon being determined by said Association, may be increased, decreased or adjusted in amount from year to year by said Association as the interest of the lot owners may require. Said assessments shall at all times be equal for each lot in said subdivision. Action taken by the Association with respect to the amount of the March 1980 assessment must be made known to The City of Toledo, Department of Community Development and all lot owners prior to December 31, 1979. Action taken by the Association with respect to any adjustments thereafter shall be taken 4 months (November 1) prior to the date the assessments are due and payable (March 1). The Association shall exercise its discretion in judgment as to the amount of said fund to be expended in connection

with the purposes for which said fund is collected, and its judgment in reference thereto shall be binding upon all interested parties.

Section 28. The privileges of membership in the Association, including the right to use the park facilities, are exclusive to the lot owners in said Subdivision, Plats I, II, III and IV.

Section 29. In all instances where Plans and Specifications are required to be submitted to and are approved by The City of Toledo, Department of Community Development, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these covenants, conditions and restrictions.

ARTICLE TWO

Section 1. Upon the completion of sale of not less than seventy-five percent (75%) of the lots in WASHINGTON VILLAGE, The City of Toledo, Department of Community Development shall cause control of the subdivision affairs be turned over to the WASHINGTON VILLAGE Homeowners Association, which is a non-profit corporation incorporated under the laws of the State of Ohio; Further every owner of a full building site in WASHINGTON VILLAGE shall be entitled to one (1) vote for such lot owned by him or each matter submitted to a vote of the members; PROVIDED, however, that where Title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one (1) vote.

Section 2. When lot sales have reached the established requirement set forth, The City of Toledo, Department of Community Development by instrument in writing in the nature of an assignment shall transfer to the WASHINGTON VILLAGE Homeowners Association the rights, privileges and powers herein retained with respect to restrictions herein established, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

Section 3. The said WASHINGTON VILLAGE Homeowners

Association Corporation by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE THREE

Section 1. Each grantee of The City of Toledo, Department of Community Development by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisidictions, rights and powers of Community Development created by or reserved by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created or reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, regardless of how inquired. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give The City of Toledo, Department of Community Development and/or the WASHINGTON VILLAGE Homeowners Association, the right to take appropriate action against person or persons responsible for such violation(s).

Section 2. None of the restrictions imposed hereby shall be subrograted or waived by any failure to enforce the provision hereof, no matter how many violations or breaches may occur.

Section 3. A violation of any of the rules and regulations adopted by The City of Toledo, Department of Community Development and/or by the corporation formed pursuant to Article 1 hereof, shall be deemed a violation of this Declaration and may be adjoined as herein provided.

Section 4. The rights, privileges and powers herein retained by City of Toledo, Department of Community Development shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, The City of Toledo, Department of Community Development has caused this Declaration to be signed by:

DEPARTMENT OF COMMUNITY DEVELOPMENT

By Wayman D. Palmer, Director

Two witnesses.

Approved as to Legal Form

By J. Michael Porter, City Manager

By Thomas R. King, Asst. Director of Law

Acknowledged November 2, 1979 before a Notary Public, Lucas County, Ohio, (Seal).

Received for record November 2, 1979 at 4:25 P.M. in Mortgage Record 79-1259D04, Lucas County, Ohio Records.

NOTE: By affidavit dated January 28, 1980, filed for record February 1, 1980 at 9:42 A.M. and recorded as Mortgage 80-080-B01, Bernard H. Culp, Commissioner of the Division of Renewal Operations Department of Community Development, in the City of Toledo stated that an error occured in the Plat of Washington Village Plat II (Volume 71 of Plats, page 4). Said Plat dedicated certain areas for public park use; when, in fact, said property was supposed to be dedicated for the private use of the inhabitants of Washington Village. The purpose of said Affidavit is to correct this error.