GEORGETOWN
VILLAGE, PLAT 1
LOTS 1-67

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DECLARATION OF RESTRICTIONS

FOR

LOTS ONE THROUGH SIXTY-SEVEN

IN

GEORGETOWN VILLAGE, PLAT 1

A Subdivision in the City of Toledo, Lucas County, Ohio

WHEREAS, Georgetown Village, Plat 1, is a subdivision in the City of Toledo, Lucas County, Ohio, the Plat of which is recorded in Volume 63 at pages 20 and 21, Lucas County Record of Plats, containing lots numbered consecutively 1 through 80, the signator hereof being the owner of Lots 1 through 67 thereof; and

WHEREAS, it is the desire of the signator hereof to make public declaration of the restrictions, conditions, covenants, charges and agreements touching and concerning Lots 1 through 67 in said subdivision, subject to which all of said lots shall hereafter be considered held and thereafter conveyed or otherwise alienated;

NOW THEREFORE, in consideration of the premises and the mutual benefit and advantages accruing and to enhance the value of all of said Lots 1 through 67 and to afford the present and subsequent owners thereof due and ample protection respecting the use and occupancy of said Lots 1 through 67 in said subdivision and, further, to hereby establish a general, overall plan for the development and improvement of said Lots 1 through 67 in said subdivision, the signator hereto hereby declares and stipulates that each of said Lots 1 through 67 in said subdivision is held by it and shall hereafter be conveyed, alienated or encumbered by it or its successors and assigns, subject to the burdens and entitled to the benefits of the following restrictions, covenants, conditions and duties:

(a) These restrictions shall become effective upon the recording of this indenture with the Recorder of Lucas County, Ohio.
(b) The restrictions hereinafter set forth 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 and to the within described property or any part thereof until January 1st, 1994, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further ten (10) year period and for successive ten-year periods thereafter upon the written approval or written agreement of two-thirds (2/3) of owners of Lots 1 through 67 in GEORGETOWN VILLAGE, PLAT 1.

(c) No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a structure designed for a one-family dwelling. Each lot may also contain private garage or car port.

(d) No building (including porch thereto attached) shall be erected or maintained on any part of the plot nearer to the front lot lines than the set back line as shown on the recorded plat wherein such plot is situated, nor nearer than five (5) feet to any side of every plot built upon except for a garage or other permitted accessory building, which shall be located on or behind the minimum building set back line, subject to the provisions of paragraph (i) hereof. For the purposes of this Declaration of Restrictions, a plot is defined as that parcel of land on which a dwelling is constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, and may therefore include parts or all of two or more of the lots delineated on the recorded plat.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area of said dwelling, exclusive of one-story open porches and garages and car ports, shall be not less than 1000 square feet for a one-story dwelling, nor less than 525 square feet for a dwelling of more than one story.

(f) Except a dwelling erected upon a lot as delineated by the recorded plat, the ownership of which lot is in one owner at the time of
the erection of said dwelling, no dwelling shall be erected or placed on any lot having an area of less than 9,000 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purposes whatsoever.

(h) There shall not be erected, permitted or maintained on any lot a stable, shed, cattle yard, hogpen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, pigeons, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(i) To assure a harmonious plan of development which will inure to the benefit of every property owner in said tract, no building, dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, elevation, grade and location of such dwelling, building or other structure, which shall be submitted to GEORGETOWN VILLAGE, INC., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications or any part thereof shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance.

Unless such plans and specifications or any thereof shall have been disapproved in writing within thirty (30) days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after GEORGETOWN VILLAGE, INC. has conveyed sixty (60%) per cent of lots 1 through 67 in GEORGETOWN VILLAGE, PLAT 1.
said committee to be selected by the owner of a majority of said lots in said subdivision. Said committee shall consist of three (3) members, each of whom shall be the owner in fee simple of one of said Lots 1 through 67 in PLAT 1. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority by which they are elected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee. The said GEORGETOWN VILLAGE, INC., may, by designation in writing, assign its rights herein in this paragraph (i) contained to a corporation, person partnership or committee.

(j) No fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building setback line of any lot nor shall any fence or wall be erected on any lot without prior written approval being obtained in the manner provided in paragraph (i) hereto, except that an entranceway of brick, masonry, frame, hedge or such other construction and design as GEORGETOWN VILLAGE, INC. may determine, may be constructed within the property lines abutting Ryan Road and the building lines on Lots 1, 12, 23 and 67 in GEORGETOWN VILLAGE, Plat 1.

(k) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(l) A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear five (5) feet of each lot and across other spaces designated on the recorded plat as an easement right-of-way for utility installation, removal, repairs and maintenance. The said GEORGETOWN VILLAGE, INC., its successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.
(m) No television aerial, radio aerial, utility lines or structures, or any structures whatsoever other than conventional chimneys and flues, shall be erected or maintained on any lot or structure. No basketball backboards shall be erected or maintained between the front property line and the building setback line or on the front elevation of any dwelling or structure.

(n) The foregoing Restrictions may be amended or revised at any time by the affirmative action of the owners of two-thirds (2/3) of Lots 1 through 67 in said Georgetown Village Plat 1 upon the recording of an instrument setting forth said amendment or revision and executed by the owners of forty-five (45) or more lots in said plat.

(o) If any restriction hereinafter set forth should be held invalid, unenforceable, or otherwise inoperative, in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

IN WITNESS WHEREOF, the said GEORGETOWN VILLAGE, INC., has hereunto caused its corporate name to be signed by Alvin N. Haulund, its President, and Frazier Reams, Jr., its Assistant Secretary, this ___ day of March, 1969.

Signed by GEORGETOWN VILLAGE, INC., an Ohio Corporation, by Alvin N. Haulund, President; Frazier Reams, Jr., Assistant Secretary.

Acknowledged March __, 1969 before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 13, 1969 and recorded in Volume 2280 of Mortgages, page 281.
FIRST AMENDED DECLARATION OF RESTRICTIONS
FOR LOTS ONE THROUGH SIXTY-SEVEN IN
GEOGETOWN VILLAGE, PLAT I, A SUBDIVISION
IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, Georgetown Village Plat 1, is a subdivision in the City of Toledo, Lucas County, Ohio, the Plat of which is recorded in Volume 63 at Pages 20 and 21, Lucas County Record of Plats, containing Lots numbered consecutively 1 through 67, the signators hereof being the owners of Lots 1 through 67 thereof; and

WHEREAS, it is the desire of the signators hereof to make public declaration of the restrictions, conditions, covenants, charges and agreements touching and concerning Lots 1 through 67 in said subdivision, subject to which all of said lots shall hereafter be considered held and thereafter conveyed or otherwise alienated;

NOW THEREFORE, in consideration of the premises and the mutual benefit and advantages accruing and to enhance the value of all of said Lots 1 through 67 and to afford the present and subsequent owners thereof due and ample protection respecting the use and occupancy of said Lots 1 through 67 in said subdivision and, further, to hereby establish an amended general, overall plan for the development and improvement of said Lots 1 through 67 in said subdivision, the signators hereof do hereby amend the original declaration of restrictions, recorded in Volume 2220 of Mortgages, page 281, in accordance with the provisions of Section (n) of said original declaration of restrictions and declare that pursuant to such amendment the entire declaration of restrictions, as amended, is as follows:

(a) These amended restrictions shall become effective upon the recording of this Indenture with the Recorder of Lucas County, Ohio.

(b) The restrictions hereinafter set forth 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 and to the within described property or any part thereof until January 1st, 1994, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further ten (10) year period and for successive ten-year periods thereafter upon the written approval or written agreement of two-thirds (2/3) of owners of Lots 1 through 67 in GEORGETOWN VILLAGE, PLAT I.

(c) No structure shall be erected, altered, placed or permitted to remain on any residential lot for residence purposes other than a structure designed for a one-family dwelling. Each lot may also contain private garage or car port.

(d) No building (including porch thereto attached) shall be erected or maintained on any part of the plot nearer to the front lot lines than the set back line as shown on the recorded plat wherein such plot is situated, nor nearer than five (5) feet to any side of every plot built upon except for a garage or other permitted accessory building, which shall be located near the building set back line, subject to the provisions of paragraph (1) hereof. For the purposes of this Declaration of Restrictions, a plot is defined as a parcel of land on which a dwelling is constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, and may therefore include parts or all of two or more of the lots delineated on the recorded plat.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area of said dwelling, exclusive of one-story open porches and garages and car ports, shall be not less than 1000 square feet for a one-story dwelling, nor less than 325 square feet for a dwelling of more than one story.
(2) Except a dwelling erected upon a lot as delineated by the recorded plat, the ownership of which lot is in one owner at the time of the erection of said dwelling, no dwelling shall be erected or placed on any lot having an area of less than 9,000 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purposes whatsoever.

(b) There shall not be erected, permitted or maintained on any lot a stable, shed, cattle yard, hog pen, foul house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, pigeons, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(1) To assure a harmonious plan of development which will add to the benefit of every property owner in said tract, no building, dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, elevation, grade and location of such dwelling, building or other structure, which shall be submitted to GEORGETOWN VILLAGE, INC., Toledo, Ohio its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications or any part thereof shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance.

Unless such plans and specifications or any part thereof shall have been disapproved in writing within thirty (30) days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after GEORGETOWN VILLAGE, INC. has conveyed sixty (60%) percent of Lots 1 through 67 in GEORGETOWN VILLAGE, FLAT 1, said committee to be selected by the owner of a majority of said lots in said subdivision. Said committee shall consist of three (3) members, each of whom shall be the owner in fee simple of one of said Lots 1 through 67 in FLAT 1. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the sufferance of the authority by which they are elected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee. The said GEORGETOWN VILLAGE, INC., may, by designation in writing, assign its rights herein in this paragraph (1) contained to a corporation, person, partnership or committee.

(1) No fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building setback line of any lot except where said fence, wall or hedge does not exceed a height of 42 inches, is not longer than 20 feet, and does not close, in any portion of a lot between the building setback line and the dedicated street line, except on a corner lot where said fence, wall or hedge is permitted to the dedicated street line where said fence is not adjacent to another lot of lots 1-67, and is not nearer to the front dedicated street line than the front elevation building setback line. No fence or wall shall be erected on any lot without prior written approval being obtained in the manner provided in paragraph (1) hereof, except that an entranceway of brick, masonry, frame, hedge or other construction and design as GEORGETOWN VILLAGE, INC., may determine, may be constructed within the property lines abutting Ryan Road and the building lines on Lots 1, 12, 23 and 67 in GEORGETOWN Village, FLAT I.

(k) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
(1) A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear five (5) feet of each lot and across other spaces designated on the recorded plat as an easement right-of-way for utility installation, removal, repair and maintenance. The said GEORGETOWN VILLAGE, INC., its successors or assigns designated in writing, shall have the right in such spaces therein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

(a) No ham radio antennas, utility lines or structures, or any structure whatsoever other than television towers and antennas not exceeding 55 feet in total height, AM-FM radio antennas not exceeding 55 feet in total height, and conventional chimneys and flues, shall be erected or maintained on any lot or structure. No basketball backboards shall be erected or maintained between the front property line and the building setback line or on the front elevation of any dwelling or structure.

(b) The foregoing restrictions may be amended or revised at any time by the affirmative action of the owners of two-thirds (2/3) of Lots 1 through 67 in said Georgetown Village Plat 1 upon the recording of an instrument setting forth said amendment or revision and executed by the owners of forty-five (45) or more lots in said plat.

(c) If any restriction hereinafter set forth should be held invalid, unenforceable, or otherwise inoperative, in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

IN WITNESS WHEREOF, the owners comprising at least two-thirds (2/3) of Lots 1 through 67 of Georgetown Village Plat 1, hereunto set their hands this 2nd day of March, 1974.

Signed by the various owners which comprise at least 2/3 of Lots 1 through 67 of Georgetown Village, Plat 1.

Two witnesses.

Acknowledged March 2, 1974 by said owners before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 6, 1974 and recorded in Volume 2011 of Mortgages, page 127.