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DECLARATION OF RESTRICTIONS

FOR PLAT I OF GREENFIELD ACRES
IN THE CITY OF MAUMEE, LUCAS
COUNTY, OHIO.

WHEREAS, the undersigned ELMHURST LAND CO., and R. G.
DUNBAR, INC., both Ohio Corporations, are the Owners of all of the
lots constituting PLAT I of Greenfield Acres, a Subdivision in the
City of Maumee, Lucas County, Ohio; and

WHEREAS, it is necessary and desirable, and will be
beneficial to the future of all of the lots above mentioned, to impose
reasonable restrictions upon the use, occupancy, improvement and enjoy-
ment of all of said properties, which shall affect all of the properties
and shall become binding upon all present and future owners of said
properties and shall run with the land, all as more fully hereinafter
stated;

NOW, THEREFORE, in order to provide a uniform general plan
for the improvement, development, use, occupancy and enjoyment of
said Greenfield Acres Subdivision Plat I as an architecturally
harmonious and desirable residential district, and to continue,
maintain and perpetuate said Greenfield Acres Subdivision Plat I
in its entirety as originally planned for the maintenance of property
values of residences to be hereafter constructed therein, in consider-
ation of the premises, the undersigned, as owners of all the lots in
said Greenfield Acres Subdivision, Plat I, as now or hereafter
constituted, for themselves, their successors and assigns, for the
regulation and protection of every person, their heirs, executors,
administrators, legal representatives and/or assigns who now is,
or shall in the future be, the owner, occupant or tenant of any interest in and to any lot, lots or part thereof, in the improvement, development, use, occupancy and enjoyment of said property, in Greenfield Acres Subdivision, Plat I, by the execution and recording of this indenture of restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all property in said Greenfield Acres Subdivision, Plat I, in the City of Maumee, Lucas County, Ohio, and being the real estate above described, for the period, to the extent, and in the manner following, to-wit:

(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 1, 1982, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further 10 year period and for successive 10 year periods thereafter upon the written approval or written agreement of 2/3 of the lot owners in Greenfield Acres, Plat I.

(c) All lots shall be used exclusively as residential lots. 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 a private garage or car-port.

(d) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback
line as shown on the recorded plat wherein such lot is situated, nor nearer than 5 feet to any side lot line, except that if a garage or car-port is to be located within such 5 foot side lot line, it shall be located at least 90 feet to the rear of the front lot line.

(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 864 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 record 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 6000 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 purpose whatsoever.

(h) There shall not be erected, permitted or maintained on any lot any stable, cattle yard, hog pen, 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 hereinafore 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 and location of such building, dwelling or other structure, which shall be submitted to Elmhurst Land Co., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications 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 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 Elmhurst Land Co., has conveyed 100% of the lots in Greenfield Acres Subdivision, Plat I, said committee to be selected by the owners of a majority of said lots in said subdivision. Said committee shall consist of three members, each of whom shall be the owners in fee simple of property in one of the plats herein referred to. 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 Elmhurst Land Co., may, by designation in writing, assign its rights herein in this Paragraph (i) contained to a corporation, person, partnership, or committee.

(i) No fence, wall or hedge shall be erected or main-
tained 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) hereof.

(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, their successors and assigns, over the rear 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 Elmhurst Land Co., its successors or assigns designated in writing, shall have the right in such spaces herein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

(m) If any lot owner or tenant thereof, or any other occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

(n) If any restriction hereinabove 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 undersigned, ELMHURST LAND CO., an Ohio Corporation, has hereunto caused its corporate name and seal to be affixed and this Declaration of Restrictions to be executed by R. G. Dunbar, its President and S. S. Levin, its Secretary; and R. G. DUNBAR, INC., an Ohio Corporation, has hereunto caused its corporate name and seal to be affixed and this Declaration of Restrictions to be executed by R. G. Dunbar, its President and Dora R. Dunbar, its Secretary, all of said officers being duly authorized in the premises this 10th day of April, 1957.

ELMHURST LAND CO.
By: R. G. Dunbar, President
S. S. Levin, Secretary

R. G. DUNBAR, INC.
By: R. G. Dunbar, President
Dora P. Dunbar, Secretary

(with corporate seal)
(with corporate seal)

Two witnesses.

ACKNOWLEDGED April 10, 1957 before a Notary Public, Lucas County, Ohio (seal).

Received for record April 11, 1957 and recorded in Volume 1839 of Mortgages, page 112.