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.
ADOPTION OF GREENWAY ESTATES, PLATS THREE AND FOUR
and
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration made and entered into this 1st day of March, 1978, by NORTHWOOD PLAZA INVESTORS, an Ohio partnership, and RYAN HOMES, INC., a Pennsylvania corporation.

WITNESSETH:

WHEREAS, Northwood Plaza Investors and Ryan Homes, Inc., are the owners of the following described real estate, situated in the Village of Northwood, Wood County, Ohio, viz:

Lots Numbers 51 through 103, inclusive, in GREENWAY ESTATES, PLATS THREE AND FOUR, a Subdivision in the Village of Northwood, Wood County, Ohio, all of which real estate is hereinafter for convenience referred to as "Greenway Estates".

and

WHEREAS, Northwood Plaza Investors and Ryan Homes, Inc., desire to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of Greenway Estates certain easements and rights in, over and to Greenway Estates, and certain restrictions with respect to the use thereof.

NOW, THEREFORE, Northwood Plaza Investors and Ryan Homes, Inc., as the owners of such real estate and for the purpose aforesaid, hereby declare as follows:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless the following information is supplied to Northwood Plaza Investors, its successors or assigns, and approval is endorsed upon the plot plan. The information shall include but not necessarily be limited to the size, location, type, style of architecture, materials for construction, color scheme, grade elevations, all to be contained on the plot plan which shall also show the proposed location of the dwelling sidewalks, driveways and other structures and appurtenances thereto. A copy of the plans, specifications and details of said dwelling shall also be submitted at the time of application for approval by Northwood Plaza Investors. No dwelling except such as conforms to said plans, specifications and details as submitted for approval shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. Said premises shall be used and occupied solely and exclusively for private residence purposes by families, including family servants, and no other than private residence purpose building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.
Section 3. No dwelling shall be erected, reconstructed, placed or
suffered to remain upon said premises, nearer the front or street
line or line closer than the building set back line or lines shown upon the
plat of said subdivision nor nearer to any side line or rear line than
shown upon the approved plot plan. This restriction as to the distance
which said dwelling house shall be placed from the front, side and
rear lines of said premises shall apply to and include porches, verandas,
portes cochere, and other similar projections of said dwelling. The
parcel of land upon which a dwelling is to be constructed and/or main-
tained together with the land adjacent thereto and used in conjunction
therewith may include one lot or part of one, two or more lots delineated
on the recorded plat of Greenway Estates, but only with the written
consent of Northwood Plaza Investors.

Section 4. All houses shall include garages as an integral part of the
dwelling structure and shall be erected along with the dwelling. No
garage or any addition thereto or alteration thereof shall be erected,
reconstructed, placed or suffered to remain upon any of such lot except
for the exclusive use of the family occupying said dwelling and the
servants thereof. Such garage being an integral part of said dwelling
shall be subject to all of the covenants, rights, terms, reservations,
limitations, agreements and restrictions at any point herein made
applicable to said dwelling.

Section 5. The location of any and all driveways shall be and remain
as located on the approved plot plan. No driveway shall be located,
relocated or suffered to remain upon said lots except as located and
approved on the plot plan. Complete specifications for construction
of driveways shall be submitted at the time of plot plan approval
and together with other information set forth in Section 1 above.

Section 6. No portion of the within described premises nearer to any
highway than the building set back line or lines shown upon the plat
of said subdivision shall be used for any purpose other than that of a
lawn; nothing herein contained, however, shall be construed as preventing
the use of such portion of said lots for walks (and drives if otherwise
permitted), the planting of trees or shrubbery, the growing of flowers
or ornamental plants, or for statuary, fountains and similar ornamenta-
tions, for the purpose of beautifying said premises, but no vegetables,
so-called, nor grains of the ordinary garden or field variety shall be
grown upon such portion thereof, it being the intent of the foregoing
clause that vegetable gardens or the growing of other crops or grains
of the ordinary garden or field variety shall be grown only in the rear
yards; and no weeds, underbrush or other unsightly growths shall be
permitted to grow or remain anywhere upon said premises, or any unsight-
ly objects shall be allowed to be placed or suffered to remain anywhere
therein. No fence, hedge, wall or enclosure of any kind, for any purpose,
shall be erected, placed or suffered to remain upon said premises, nor
shall a hedge be erected, placed or suffered to remain upon said premises
until the written consent of Northwood Plaza Investors shall have been
first obtained therefor, and to be subject to the terms and conditions
of consent as to its type, height, width, color, upkeep and any general
conditions pertaining thereto that said consent may name.

Section 7. In connection with the provisions contained in Section 4
above, it is hereby provided that if, in the opinion of Northwood Plaza
Investors, by reason of the shape, dimensions or topography of the
premises herein described, or by reason of the type of dwelling to be
erected thereon, or for any other reason satisfactory to it, the endorse-
ment of the provisions of said section would work a hardship, Northwood
Plaza Investors may modify such provisions so as to permit variations
in cost, size, type, location or otherwise that will not, in its judgment,
do material damage to any abutting or adjacent property.
Section 8. Northwood Plaza Investors reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

Section 9. Northwood Plaza Investors reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Greenway Estates, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Greenway Estates over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, and no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time whether intended for temporary or permanent purpose, shall be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole or overhead or exposed wires, whether or use in connection with radio, telephone, electric light or any other purpose, and 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 consent of Northwood Plaza Investors first having been obtained. Nothing herein contained shall prohibit the erection of television antennas mounted on the roof of the principal dwelling structure, or television towers with a base on the ground. No recreational vehicles of any kind or description, boats, trailers, disabled automobiles or other disabled vehicles of any kind or description shall be kept or stored on the premises except if kept or stored totally inside the garage. No recreational vehicles of any kind or description, boats or trailers shall be parked on the premises for more than seventy-two (72) hours. The right is reserved by Northwood Plaza Investors to erect small structures and place signs on any unsold lot or improvement thereof.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind or other articles shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from April 15 to October 1 of each year prior to ten o'clock A.M.
Section 12. Northwood Plaza Investors reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall thereafter be erected or placed thereon, so that the same may conform to a general plan. The grade must be set forth on the plat plan when submitted for approval.

Section 13. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely screened or within the garage or dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Northwood Plaza Investors.

Section 14. Northwood Plaza Investors reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Northwood Plaza Investors, and Northwood Plaza Investors shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Northwood Plaza Investors to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or on consent to any continuing, further or succeeding breach or violation thereof, and Northwood Plaza Investors shall at any and all times have the right to enforce the same.

Section 15. In all instances where plans and specifications are required to be submitted to and are approved by Northwood Plaza Investors, if subsequent thereto there shall be any variance in the actual construction and location of any addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 16. Whenever any of the foregoing covenants, restrictions or agreements provide for any approval, designation, determination, modification, consent or any other action by Northwood Plaza Investors, any such approval, designation, determination, modification, consent or any other such action by an Architectural Control Committee established by Northwood Plaza Investors as recorded in the Records of Wood County, Ohio, and as may be amended by Northwood Plaza Investors, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of seventy-five per cent (75%) of all residences in Greenway Estates, Northwood Plaza Investors may cause to be incorporated a non-profit corporation under the State of Ohio, to be called "Greenway Estates Property Owners' Association", or a name similar thereto, and upon the formation of such association, every owner shall become a member thereof, and each such owner shall be entitled to one vote on each matter submitted to a vote of members; provided, however, that until seventy-five per cent (75%) of all lots in each plat have been sold by Northwood Plaza Investors said Northwood Plaza Investors shall have the right to vote as many votes as shall be necessary to exercise control over the affairs and business of the Association.
Section 2. The Association, by a two-thirds (2/3) vote 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; provided, however, that until seventy-five per cent (75%) of all lots in each plat have been sold by Northwood Plaza Investors said Northwood Plaza Investors shall have the right to vote as many votes as shall be necessary to exercise control over the affairs and business of the Association.

Section 3. Northwood Plaza Investors may, by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Northwood Plaza Investors, which said assignment shall be recorded in the Office of the Recorder of Deeds of Wood County, Ohio.

ARTICLE THREE

Section 1. The Association at such time as it may be created by the developer pursuant to Article Two, Section 1, of this Declaration shall be merged with and become a part of the Property Owners' Association formed pursuant to Article Two, Section 1, of the Declaration of Restrictions for Greenway Estates, Plats One and Two. When so merged, the property owners shall be deemed members of the Association with all rights, privileges and obligations of the members of the Association who are owners of lots in Plats One and Two, it being the intent that there be only one Association of owners of all lots in Greenway Estates, Plats One through Four, inclusive; provided, however, should there be any reason why the owners of lots in Plats Three and Four shall be prohibited from becoming members of the Association of Plats One and Two, such owners shall be entitled to form their own separate Association with all rights, privileges and obligations as set forth herein. In the event of a formation of a separate Property Owners' Association for Plats Three and Four, the creation thereof shall be governed by Article Two of this Declaration, provided, however, that should the owners of lots in Plats Three and Four become members of the Association created for lot owners in Plats One and Two, then Article Two of this Declaration shall not be applicable but such lots shall be governed by Article Two of the Declaration of Restrictions for Plats One and Two which for this limited purpose is incorporated herein by reference having been filed in Volume 527, page 388, Wood County Record of Deeds.

Section 2. None of the powers, duties or authorities vested in the Greenway Estates Property Owners' Association relating to Plats One and Two contained in the Declaration of Restrictions or delegated to them by Northwood Plaza Investors pursuant to Article Two, Section 3, of said Declaration shall be binding upon or govern the enforcement of any rules or regulations unless there is written consent first obtained by Northwood Plaza Investors until such time as eighty-five per cent (85%) of all lots in Plats Three and Four have been sold by Northwood Plaza Investors.

ARTICLE FOUR

Section 1. Each grantee of Northwood Plaza Investors by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Northwood Plaza Investors, and the Association created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges
of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Northwood Plaza Investors, or its successors or assigns, or the Association, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Northwood Plaza Investors, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements, and other provisions herein contained, shall run with all the land in said Greenway Estates, and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Greenway Estates, regardless of how or in what manner said interest is acquired.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by Northwood Plaza Investors, or by the Association, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. These Declaration of Restrictions may be amended at any time upon execution of the amendments by owners of lots constituting ninety per cent (90%) of the lot owners as of the date of the amendments, which amendments to be effective shall be in recordable form and recorded in the proper records of Wood County, Ohio.

Section 7. The rights, privileges and powers herein retained by Northwood Plaza Investors shall be assignable to, and shall inure to the benefit of, its successors and assigns.

IN WITNESS WHEREOF, all of the General Partners of Northwood Plaza Investors, a general partnership, and Ryan Homes, Inc., have caused this Declaration to be signed by persons in authority on the day and first written above.
NORTHWOOD PLAZA INVESTORS
By Sam Helberg, General Partner
By George E. Kuehnl, General Partner
By Charles N. Moulosoulos, General Partner
By Gale H. Astles, General Partner
By Thomas D. Smith, General Partner

RYAN HOMES, INC.
By James L. Brothers, Vice President
By J. Charles Lattif, Assistant Secretary

Four witnesses, two as to each signature.

Acknowledged March 1st 1978, by said Northwood Plaza Investors, by all of the above named general partners, before a Notary Public, Lucas County, Ohio, (Seal.)

Acknowledged March 1st 1978 by said Ryan Homes, Inc., by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record March 10th 1978 at 1:45 P.M., and recorded in Volume 543 of Deeds, page 179.
ASSIGNMENT

The undersigned, Northwood Plaza Investors, by all its General Partners, pursuant to Article II, Section 3, of the Declaration of Restrictions of Greenway Estates, Plats One and Two, recorded in Volume 527 of Deeds, page 337, (formerly Eden East), do hereby assign, transfer, set over and delegate to the Greenway Estate Property Owners' Association, an Ohio non-profit corporation formed pursuant to Chapter 1702 of the Ohio Revised Code, all the rights, privileges and powers in the original Declaration retained by the Northwood Plaza Investors, but Northwood Plaza Investors does specifically reserve all rights unto Northwood Plaza Investors and the Architectural Control Committee appointed pursuant to Article One, Section 17, of the Declaration of Restrictions, with the continued power, duty and authority expressed or implied by said Declaration of Restrictions to review and approve the original plans for development of all unimproved lots until such time as all lots in Plats One and Two, or subsequent Plats Three and Four of Greenway Estates, have been developed by construction of residential structures, in which such even and without further action of Northwood Plaza Investors all duties and functions of the Architectural Control Committee provided for in said Declaration of Restrictions shall be vested in the Association and the Architectural Control Committee appointed by Northwood Plaza Investors shall be dissolved and its powers, duties and functions shall be terminated, and the individual members released and discharged from any responsibilities.

IN WITNESS WHEREOF, all of the General Partners of Northwood Plaza Investors, a general partnership, have caused this Assignment to be signed by its General Partners on this 1st day of March, 1978.

NORTHWOOD PLAZA INVESTORS

By Sam Helberg, General Partner
By George E. Kuehnl, General Partner
By Charles N. Moulopoulos, General Partner
By Gale H. Astles, General Partner

Two witnesses,

By Thomas D. Smith, General Partner

Acknowledged March 1st 1978 by Northwood Plaza Investors, by all of the above named general partners, before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record March 10th 1978 at 1:45 P.M., and recorded in Volume 543 of Deeds, page 178.

NOTE: The above assignment refers to Article I, Section 17 of the Declaration of Restrictions for Plats One and Two, which is one and the same as Article I, Section 16 of the Declaration of Restrictions for Plats Three and Four.