NORTHLAND ACRES

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DECLARATION OF RESTRICTIONS
FOR
NORTHLAND ACRES

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

WHEREAS, The Northland Development Co., hereinafter called "Developer", are the Owners and developers of all lots in NORTHLAND ACRES, a Subdivision in the City of Toledo, Lucas County, Ohio and as recorded in Volume 81, page 11, Record of Plats and

WHEREAS, said owners and developers desire to establish a general plan.

NOW, THEREFORE, said owners and developers, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of Northland Acres, a Subdivision in the City of Toledo, Lucas County, Ohio, shall hereinafter be conveyed by them their successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

1. Each grantee of the Developer, 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 the Developer, created 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, 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 acquired, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
2. All lots in said subdivision shall be known and described as residential lots. All lots in said subdivision shall be used and occupied solely and exclusively for a single-family residence purposes and not more than one (1) single-family residence dwelling shall be erected on any one of said lots, and a private garage for not more than two (2) cars, provided, however, that a garage shall not be required for any dwelling constructed. Nothing herein contained shall be construed to prevent the purchase of two or more adjoining lots by a single owner and erection of a single-residence dwelling on the parcel created by the joining of said lots.

3. Such single-family dwelling shall have a minimum square footage of livable area, exclusive of porches or garages, of 1000 square feet.

4. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure or other structure of any sort shall be erected, placed, maintained, on any such residential lot in said subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications thereof showing the size, location, type, architectural design, quality, cost, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevations thereof, which detailed plans and specifications have been approved in writing by the Developer, or its successors and assigns, and a true copy thereof permanently lodged with the Developer, or its successors and assigns.

5. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, the Developer, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic
and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and beneficial to the owners of lots in said subdivision as a whole and any determination made by the Developer, or its successors and assigns, in good faith shall be binding on all parties in interest. The Developer, or its successors and assigns, shall approve or disapprove, as required by these covenants, in writing within thirty (30) days after submission of said plans and specifications.

6. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in (4) above shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines, shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be required by the appropriate regulations of the City of Toledo.

7. No portion of any residential lot, or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

8. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved thereof as provided in (4) above.

9. Any truck, boat, bus, tent, housecar, trailer or other similar housing device, if stored on any said lot, shall be housed within a garage building as provided in (4) above.
10. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel shall be removed from said lots without the written approval of the Developer or its successors and assigns.

11. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in (4) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grain thereon.

12. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within fifteen (15) feet of any adjoining lot line.

13. Developer, or its successors and assigns, shall have the right in the event of any action or condition which the Developer or its successors and assigns determines to be in violation of these restrictions to enter the property on which such violation is deemed by it to exist and to summarily abate at the expense of the owner thereof the structure or condition deemed by it to be in violation hereof, and said Developer or its successors and assigns shall not
by reason thereof be guilty in any manner of trespass for such entry, 
abatement or removal or liable for damages by reason thereof to any 
person whomsoever. Any failure to enforce these restrictions shall 
not be deemed a waiver thereof or any acquiescence in consent to any 
continuing, further or succeeding violation hereof. If, in the 
opinion of the Developer by reason of the shape, dimension or topo-
graphy of a particular lot in the subdivision, enforcement of these 
restrictions with respect to size of structure would constitute a 
hardship, Developer may permit a variation which will in its judgment, 
be in keeping with the maintenance of this subdivision as a desirable 
residential subdivision for single-family residences only.

14. Developer, or its successors and assigns, shall have 
the sole and exclusive right to establish grades and slopes on all 
residential lots in said subdivision and to fix the grade at which 
any dwelling shall hereafter be erected or placed thereon, so that 
the same may conform to the general plan of development. All such 
grades and slopes shall be established on the engineering plan of 
Developer.

15. All rubbish and debris, combustible and non-combustible, 
and all garbage shall be stored in enclosed containers of good 
condition, or stored and maintained in containers entirely within 
the garage or basement. Additional regulations for the storage, 
maintenance, and disposal of rubbish, debris, leaves and garbage 
may from time to time be established by the Developer, or its 
successors and assigns.

16. Every lot owner and/or builder on said lots shall 
notify the Developer, its successors and assigns or their representa-
tive engineer before any excavated material from said lot shall be 
removed. Upon such notification, the Developer, its successors and 
assigns or their representative engineer may require said surplus 
material to be deposited on other lots in the Northland Acres sub-
division in order to establish the required grades shown on the 
engineering plans of said subdivision.

17. No signs of any character shall be erected, placed,
posted or otherwise displayed on or about any lot without written
permission of the Developer, or its successors and assigns, and
Developer, or its successors and assigns, shall have the right and
discretion to prohibit, restrict and control the size, construction,
material, working, location and height of all such signs.

18. All grantees, successors or assigns of the Developer
agree to build at their own expense a public sidewalk across the
front, and side street side, if any, as required by local governmental
authorities. Said public sidewalks are to be built on said lots
within one year of purchase. It is understood that the responsibility
for the sidewalks passes with title to the grantees, successors or
assigns of the Developer.

19. The Developer reserves to themselves, their successors
and assigns, a perpetual easement in, through, under and/or over
these portions of the lots, as shown on the plat of Northland Acres,
designated as utility rights of way, for the construction, operation
and maintenance of electric power and communications lines and
conduits, and for water, gas and sewer lines and conduits, or any
other public utility facilities, together with the necessary 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 Northland Acres, over or upon which easements for the installation
and maintenance of public utilities will be or have been granted.

20. The Developer reserves the exclusive right to grant
consents for the construction, operation and maintenance of electric
light, telephone and other utility poles, lines and conduits and for
water, gas and sewer pipes and conduits, or any other public utility
facilities, together with the necessary or proper incidents and
appurtenances in, through, and/or upon any and all streets and ways,
now existing or hereafter established upon which any part of said
premises may now or hereafter front or abut.

21. As soon as the Developer has sold twenty-four (24) or
more lots in Northland Acres Subdivision, the then record holders of
lots, shall have the power and can cause to be formed a nonprofit
corporation under the laws of the State of Ohio, to be named Northland Acres Property Owners Association, if said name is available. Upon the formation of such association, every owner of a lot in said subdivision shall become a member thereof, and shall remain a member during the time of ownership of a lot in the subdivision, and each such owner shall be entitled to one vote on matters submitted to a vote of members for each lot owned by such owner, provided, however, that where title to a lot is in more than one owner, such co-owners acting jointly shall be entitled to but one vote for each lot so owned. Developer, its successors or assigns, shall, upon the organization of such corporation, designate said association as its successor and assign by a properly executed instrument recorded with the Lucas County Recorder’s Office, whereupon said association shall succeed to all the powers, rights and obligations of Developer which may arise out of the restrictions and covenants herein expressed and any amendments thereto.

The Articles of Incorporation of the said association shall specify, among the purposes of the corporation, the enforcement of all restrictions, covenants and conditions contained in Declaration of Restrictions of Northland Acres Subdivision, the preservation and improvements of the subdivision, and the keeping and maintaining of every other part of the subdivision in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, so far as it may lawfully act, and the transaction of such other business as may be permitted by law.

Members shall pay to such association, when formed, dues or assessments for such purposes, including the expenses of forming and maintaining the corporation, the amount of which may be fixed by its by-laws or lawful act of its board of trustees. Developer, its successors and assigns, shall be entitled to, and obligated to accept, membership in such corporation, and have the benefit and bear the burdens of such membership with respect to the unsold lots in the subdivision.

22. The Association by vote of a majority of its members
may adopt such reasonable rules and regulations or alter any of the covenants or restrictions herein as it may deem advisable for the maintenance, conversation and beautification of the property and for the health, comfort, safety and general welfare of residents on said property, except that any such alterations to said restrictions pertaining to Northland Acres Subdivision shall be approved by the appropriate agencies of the City of Toledo, if they pertain, and all parts of said property shall at all times be maintained subject to such rules and regulations. Such rules, regulations or alterations shall be filed for record with the Recorder of Lucas County, Ohio, prior to their enforcement.

23. Preceding the formation of said Association the Developer may adopt such reasonable rules and regulations or alter any of the covenants or restrictions herein as it may deem advisable for health, comfort, safety and general welfare of residents on said property, and if they pertain, then they shall be approved by the appropriate agencies of the City of Toledo, and all parts of said property shall at all times be maintained subject to such rules and regulations. Such adopted rules, regulations or alterations shall be filed for record with the Recorder of Lucas County, Ohio, prior to their enforcement.

24. Invalidation of any of the restrictions and covenants herein by judgement or court order or by act of the owners as provided in (22) and (23) above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

25. Any violations or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law, or in equity against the person or persons violating or attempting any such covenant or restrictions to prevent him or them from so doing, to cause the removal or any violation and to recover damages or other dues for such violation or attempted violation.

26. All transfer and conveyances of each and every lot of
said subdivision shall be made subject to these covenants and restrictions.

27. The Developer shall not be or become liable to any successors of any lot in Northland Acres or to any other person, for any act or thing done or permitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that the Developer shall be liable only for their own gross and willful negligence and misconduct.

28. IN WITNESS WHEREOF, NORTHLAND DEVELOPMENT CO. has caused its company name to be subscribed and to be affixed hereto by Wayne H. Zachrich, Partner and Rita J. Zachrich, Partner and thereto duly authorized this 3rd day of May, 1979.

Two witnesses.

NORTHLAND DEVELOPMENT CO.

By ______________________________ 
Wayne H. Zachrich, Partner

By ______________________________ 
Rita J. Zachrich, Partner

Acknowledged May 3, 1979 by said Company, by said Partners before a Notary Public, Lucas County, State of Ohio (Seal).

Received for record May 16, 1979 at 3:30 P.M. in Mortgage Record 79-512C07, Lucas County, Ohio Records.