NORTHTOWNE
ESTATES

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.
DECLARATIONS OF RESTRICTIONS
NORTHTOWNE ESTATES SUBDIVISION

WHEREAS, JOHNNY APPLESEED, INCORPORATED, a Corporation duly organized and existing under and by virtue of the laws of the State of Ohio, is the owner in fee simple of the following described real estate, to-wit:

Lots, One (1) thru seventy-four (74) inclusive, in the Northtowne Estates, a Subdivision in the City of Toledo, Lucas County, Ohio.

WHEREAS, the said JOHNNY APPLESEED Corporation desires to make known the restrictions, conditions, covenants, charges, and agreements, subject to all of said property hereinabove described is now owned by it and subject to which the lots aforesaid are to be conveyed.

NOW THEREFORE, in consideration of the enhancement of value of said property and to afford purchasers of all of said property due and ample protection in the uses of and occupancies thereof for the purpose for which it is designed, the said JOHNNY APPLESEED, INCORPORATED, hereby declares that said real estate is held by it and shall be conveyed by it subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

A-1. Until January 1, 2003, no lot in the herein described subdivision shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single-family dwelling and a private garage for not more than two cars.

A-2. No building, structure, basement, or fence shall be erected, placed or altered on any such residential lot numbered above until the building plans and specifications and a plot plan showing the location of such building or improvement has been approved in writing by JOHNNY
APPLESEED, INCORPORATED, TOLEDO, OHIO, or its successors and/or assigns, as to the architectural design, size, quality and cost of such building and as to its location with respect to topography and finished ground elevation. No addition shall be made to any residence and no swimming pool shall be installed on any lot in said subdivision until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by JOHNNY APPLESEED, INCORPORATED, TOLEDO, OHIO, or its successors and/or assigns.

A-3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-4. No noxious or offensive activity shall be carried on any lot, nor shall anything be done, or caused to be done thereon which maybe or become an annoyance or nuisance to the neighborhood.

A-5. Said premises shall not be used for the storage of scrap, building materials, paper, glass or any reclamation product or material, except that during the period a structure is being erected upon any building materials not incorporated in said structure within 90 days after its delivery to the building site shall be removed therefrom. Structures shall be completed by owner within 9 months of the beginning of construction.

A-6. Any tent, housecar, trailer, boat or truck if stored on the premises, shall only be housed within the garage.

B-1. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot near any street than the building minimum setback line unless similarly approved. Approval shall be as provided in Part D.
B-2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $16,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The finished floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 sq.ft. for one-story, raised ranch, split level or one and one half story dwellings; it shall not be less than 1,200 sq.ft. for two-story dwellings.

B-3. BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 ft. to the front lot line, or nearer than 25 ft. to any side street line, except that on all lots abutting 5 ft. (collector and arterial streets) no building shall be located nearer than 25 ft. and 25 ft. respectively to the street property lines of said streets.

(b) No building shall be located nearer than 25 ft. to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 ft. or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 ft. to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
(d) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 25 ft. to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight ft. above or four feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 25 ft. to any street line.

C-1. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 ft. at the minimum building setback line, nor shall any lot having an area of less than 6,000 sq.ft. except that a dwelling may be erected or placed on lots numbered 1 thru 74, as shown on the recorded plat.

C-2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water thru drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-3. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
C-4. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-5. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained for any commercial purpose.

C-6. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-7. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material be kept in a clean and sanitary condition.

C-8. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat, including a 36 ft. strip of land on the residential lots along the property lines of Oldenburg St. (arterial streets other streets having adverse influences, business areas, etc.) Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.
C-9. SLOPE CONTROL AREAS. Slope control areas are reserved as shown on the plan titled "Northtowne Estates", dated August 15, 1972 and recorded as a part of these covenants. Affected lots are One thru Seventy-four as shown on the recorded subdivision plat. Within these slope control areas, no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water thru drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-10. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 ft. from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 ft. from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-11. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 ft. of the property line of any park or edge of any open water course, except that clean fill may be placed closer provided that the natural water course is not altered or blocked by such fill.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP, The Architectural Control Committee is composed of Two Officers. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the
committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power thru a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

THESE COVENANTS are to run with the land and shall be binding on JOHNNY APPLESEED INCORPORATED, and all persons claiming under or thru them until January 1, 2003, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by the then owners of a majority of the lots, it is agreed to change said restrictions in whole or in part. Such changes shall be in writing and filed for record with the Recorder of LUCAS COUNTY, OHIO, prior to January 1, 2003, or prior to the termination of the successive periods mentioned herein and shall be effective and operate to effect such change from and after the termination of such period as follows the date of filing thereof for record.

ENFORCEMENT shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

INVALIDATION of any one of these covenants by judgements or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said JOHNNY APPLESEED, INCORPORATED, has caused its corporate name to be subscribed by its duly authorized officers the 25th day of August, 1972.

Signed By: JOHNNY APPLESEED, INCORPORATED.
John J. Appelhans, President
Ernest Cson, Secretary.

Two Witnesses.
Acknowledged August 26, 1972, by said Corporation, by said Officers, by Authority of Its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record September 27, 1974 at 1:12 P.M., and recorded in Volume 2942 of Mortgages, page 277.
AMENDMENT TO DECLARATION OF RESTRICTIONS

NORTHTOWNE ESTATES SUBDIVISION

WHEREAS, LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., Trustee, is the owner of record of Lots 1 to 6 inclusive, Lots 8-38 inclusive, Lots 40-53 inclusive, Lots 55-60 inclusive, and Lots 62-74 inclusive in NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio; and

WHEREAS, ROBERT E. MOSQUEDA, JR. and MARCELLA M. MOSQUEDA are the owners of record of Lot 7 in NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio; and

WHEREAS, MARK J. KARCZEWSKI and DAWNA J. KARCZEWSKI are the owners of record of Lot 39 in NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio; and

WHEREAS, LEONARD E. POSADNY and NIDA J. POSADNY are the owners of record of Lot 54 in NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio, and

WHEREAS, THOMAS J. FALEY and ROBIN L. FALEY are the owners of record of Lot 61 in NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio; and

WHEREAS, the above-described lots comprise the entire NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio, and the aforementioned owners of record constitute the entire ownership in said Subdivision; and

WHEREAS, the said owners do all agree and consent that the Declaration of Restrictions be amended to permit the construction of one-story, raised ranch, split level or one and one half story dwellings with a minimum finished floor area of the main structure, exclusive of one-story open porches and garages, of 900 sq.ft.;

It is hereby declared that Paragraph B-2, entitled DWELLING COSTS, QUALITY AND SIZE contained in the original Declaration of Restrictions,
executed August 25, 1972 and recorded September 27, 1974 in Volume 2942 of Mortgages, page 277, be amended to state as follows:

E-2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $16,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The finished floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 sq.ft. for one-story, raised ranch, split level or one and one half story dwellings; it shall not be less than 1,200 sq.ft. for two-story dwellings.

IN WITNESS WHEREOF, the above, being agregately all the owners of NORTHTOWNE ESTATES, a SUBDIVISION in the City of Toledo, Lucas County, Ohio, do hereby set their hands or cause their corporate name to be subscribed this 30th day of April, 1975.

Two Witnesses, as to each signature.

Signed and acknowledged April 30, 1975 by all parties hereto before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 6, 1975 and recorded in Volume 3040 of Mortgages, page 279.