Belmont Farms
Plat I
Lots IV & V Replat

This information is taken from public records filed with the Wood County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information herein.

For Assignment see Vol. 634, Pg. 705 Deeds For Amendment see Vol. 589 Pg. 694, Deeds. For Amendment see Vol. 589 Pg. 696, Deeds. For Amendment see Vol. 589 Pg. 688, Deeds. For Amendment see Vol. 589 Pg. 698, Deeds. For Amendment see Vol. 589 Pg. 690, Deeds. For Amendment see Vol. 589 Pg. 700, Deeds.

DECLARATION OF RESTRICTIONS

Whereas, Nicholas Corporation, an Ohio corporation, hereinafter referred to as Nicholas, is the sole owner of the following described real estate, to-wit:

> Lots Number One (1) to Twenty-three (23), both inclusive, in Plat Nos. 1 and 2 of Belmont Farms, a Subdivision in Perrysburg Township, Wood County, Ohio.

Whereas, Nicholas desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of said real estate, certain easements and rights in, over and to said real estate, and certain restrictions with respect to the improvement, development, use, occupancy and enjoyment thereof and a general plan for the development of Belmont Farms Plats 1 and 2 which will be for its own benefit and the benefit of all future owners of any interest in or occupants of all or any part of any lot, lots or part thereof, located and situated in said Belmont Farms Plats 1 and 2, and in order to perpetuate such Plats as a harmonious and desirable residential area and to continue to maintain and perpetuate the general plan for said Plats.

Now, therefore, Nicholas as the sole owner of such real estate and for the purpose aforesaid and in consideration of the enhancement in the value of said real estate and of the benefits accruing to the future owners of said lots, and for the mutual benefit and protection of each and every person who now is or shall hereafter be the owner of any interest in and to any lot, or part thereof in Belmont Farms Plats 1 and 2, and by reason of the adoption of the Restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare and stipulate that said lots shall be conveyed subject to the Restrictions hereinafter declared and that the same shall run with the land:

1. These restrictions and covenants shall bind and run with the land and shall be binding upon said owner and all persons claiming under or through said owner until twenty-five (25) years from the date hereof, at which time said restrictions and covenants shall be automatically extended for successive periods of twenty (20) years each unless by the then owners of a majority of the lots in said Plats 1 and 2 it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged by at least the then owners of a majority of said lots, which instrument shall be recorded in the Office of the

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Recorder of Wood County, Ohio, previous to the termination of the successive period mentioned herein and shall be effective and operative to effect such change from and after the termination of such successive period as follows: the date of the filing thereof for record with the Recorder of Wood County, Ohio.

2. Only one single family dwelling house, including an attached garage for private use conforming architecturally to the residence, shall be erected upon any of said lots. No dwelling shall be erected on less than one lot or on more than one lot without the written consent of Nicholas.

3. Any building, or other structure, porches in connection therewith, fence, wall, hedge, walk, driveway, swimming pool, or antenna for radio, shortwave or television to be erected or maintained on said lots or any exterior alterations or additions made to existing structures shall be erected and maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, location and grade of such structure, which shall first be submitted to and approved in writing by Nicholas, its successors or assigns. The plans for the landscaping and exterior lighting of said building or other structure also shall first be submitted to and approved in writing by Nicholas as above. No mobile home, tent, 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. Said lots shall be maintained at all times in a neat and orderly manner and in accordance with the general scheme of the Subdivision.

4. Any building or other structure or part thereof, except as hereinafter provided, to be erected or maintained on any part of said lots shall not be closer to any street than is shown by the set back lines on the recorded Plats of said real estate, or on any part of said lots over or upon which easements for the installation and maintenance of public utilities or for the installation and maintenance of a storm sewer are granted.

5. No industry, business or trade (occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise) shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of said lots or any structures erected thereon, without first obtaining the written consent of Nicholas and the conduct or maintenance thereof shall conclusively

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be deemed to be a nuisance. The right is reserved by Nicholas to erect small structures and place signs on any unsold lots or improvements thereon.

6. No live poultry, hogs, cattle or other livestock, nor any kind, character or species of fowl or livestock and no kennels for breeding animals shall be kept upon or maintained on any lot. Nicholas reserves the right to adopt reasonable regulations governing the keeping within any dwelling house or fenced-in areas of domestic dogs, cats or other household pets, calculated not to become, and not becoming, a nuisance to the owners or inhabitants of Belmont Farms Plats 1 and 2.

7. All rubbish and debris, combustible or non-combustible, and all garbage shall be stored and disposed of in accordance with regulations, if any, established therefore by Nicholas, and said lots shall be maintained in a neat and orderly condition.

8. A perpetual easement is reserved to the undersigned, its successors and assigns, over the areas reserved on the Plats of said real estate for utility installation, removal, repairs, maintenance, maintaining grade and drainage and for other lawful and proper purposes. Nicholas, its successors or assigns, shall have the right to enter such spaces therein designated for the purposes herein mentioned, and to give to any public utility company the right to enter such spaces from time to time to install and maintain its equipment and the further right to trim trees or shrubbery which may interfere with the successful operation of its equipment on the area reserved for easement purposes without notice to any owner. All wires for the conduct of electricity and telephone shall be underground.

9. No boats, tanks, trucks or trailers shall be stored or parked in the yards or on the driveways of any of said lots in said Plats.

10. If any lot owner or tenant thereof, or any other occupant of any lot in said subdivision shall violate or threaten to violate or attempt to violate any restriction herein contained, any other person or persons owning any real property in said subdivision shall be permitted 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.

11. The provisions herein contained shall inure to the benefit of and be enforceable by Nicholas, and/or the owner of any land included in

said plat, and the failure of Nicholas or any land owner, however long continued, to object to any violation or to endorse any restrictions or covenants herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occuring prior or subsequent thereto.

12. All the restrictions and covenants herein contained shall be construed together, but the invalidation of any one or any part thereof, of the foregoing restrictions or covenants by a judgment or court order shall in no ways affect any of the others, which shall remain in full force and effect.

13. The rights reserved by and the duties imposed upon Nicholas by this Declaration of Restrictions are also reserved by and imposed upon its respective successors and assigns, and Nicholas hereby expressly reserves for itself and for its successors and assigns the right and privilege of assigning or relinquishing said rights and duties. Such assignments or cancellation will become effective from and after the time a written instrument signed by Nicholas or by its successors and assigns evidencing the fact of such assignment or cancellation is filed for record with the Wood County, Ohio recorder.

14. Upon the sale of not less than fifteen (15) lots in said Belmont Farms, Plats 1 and 2, Nicholas may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called "Belmont Farms Property Owners' Association", or a name similar thereto, and upon the formation of such association, the owner of each building site (the term building site meaning any lot or lots or parts thereof in said Plats 1 and 2), together with the owners of each building site in lands now owned or hereafter acquired by Nicholas and subdivided into lots and designated on numbered Plats of Belmont Farms, and upon which restrictions similar to those herein set forth are recorded, shall become a member therein, and each such owner, including Nicholas, shall be entitled to one vote on each matter submitted to a vote of members for each building site owned by said owner; provided, however, that where title to a building site is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

15. The Association, by vote of two-thirds (2/3rds) 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.

16. Nicholas, in its discretion, 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 Nicholas, which said assignment shall be recorded in the Office of the Recorder of Deeds of Wood County, Ohio.

17. Each grantee of Nicholas, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, covenants, conditions, reservations and easements herein set forth, which shall be included by reference in every deed hereafter executed conveying any of the real estate herein described, and the jurisdiction, rights and powers of Nicholas, 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 covenant or the breach of any condition or provision herein contained shall give Nicholas, 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 thereof, and Nicholas, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Nicholas, its successors or assigns, or by the Association.

18. Nicholas shall not be or become liable to any owners of any of the lots herein described or to any other person, for any act or thing done or omitted in good faith in or about 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 Nicholas shall be liable only for its own gross negligence or willful misconduct.

19. The right is hereby expressly reserved to annul, waive, change, enlarge or modify any of the covenants, agreements, restrictions, provisions, conditions and charges herein contained by an appropriate instrument or instruments in writing which must be filed

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RECORDER'S OFFICE, WOOD CO., OHIO
Filed October 17 1968 at 3:34 P.M.
Recorded October 18 1968 in
Vol. 461 Page 565 Record of
Deeds Wood Co., Ohio
Paul H. Dawe Recorder

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for record, executed and acknowledged by Nicholas and by the owners of a majority of the lots herein described.

IN WITNESS WHEREOF, Nicholas Corporation has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary this 14th day of October, 1968.

Signed, Sealed and Acknowledged in the Presence of:

Suzanne Grew
Nadine Pierce

NICHOLAS CORPORATION

By E. F. Knight
E. F. Knight, President

By James F. Mitchell
James F. Mitchell, Secretary

STATE OF OHIO)
(ss:
COUNTY OF LUCAS)

Before me a Notary Public in and for said County, personally appeared E. F. Knight, President and James F. Mitchell, Sec. of the said Nicholas Corporation who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as such officers of said corporation in behalf of said grantor corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said President and Secretary as such officers and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14 day of October 1968.

This instrument prepared by:
Robert L. Weisenburger
1434 National Bank Building
Toledo, Ohio 43604

Edna C. Onstead
Edna C. Onstead

Notary Public, Lucas County, Ohio
My Commission Expires September 13, 1973.

AMENDMENT

TO

DECLARATION OF RESTRICTIONS

WHEREAS, a Declaration of Restrictions was adopted by Nicholas Corporation as sole owner of the following described real estate, to-wit:

> Lots Numbers One (1) to Twenty-three (23), both inclusive, in Plat Nos. 1 and 2 of Belmont Farms, a Subdivision in Perrysburg Township, Wood County, Ohio,

for the mutual benefit and protection of each and every person who then was or should thereafter become the owner of any interest in and to any lot, or part thereof in said Belmont Farms, Plats 1 and 2, which Declaration of Restrictions is of record in Volume 461 at Page 565 of the Deed Records of Wood County, Ohio, and

WHEREAS, it now appears to be for the mutual benefit of the present owners of all of the lots in the Replat of said Belmont Farms, Plat 1 and in Plat 2 of Belmont Farms that said Restrictions only insofar as they pertain to Lots numbers one (1) to five (5) both inclusive in the Replat of Belmont Farms, Plat 1 be amended.

NOW, THEREFORE, it is mutually agreed by the undersigned as Owners of all the lots in the Replat of said Belmont Farms, Plat 1 and of all the lots in Plat 2 of said Belmont Farms that paragraphs 2 and 5 of said Declaration of Restrictions, as recorded in Volume 461 at Page 565 of the Deed Records of Wood County, Ohio, be, and the same hereby are, amended to read as follows:

Ref Vol 589 Pg. 684, Deeds.
Ref Vol 589 Pg. 686, Deeds.
Ref Vol. 589 Pg. 688, Deeds.
Ref. Vol 589 Pg. 690, Deeds.
Ref. Vol. 589 Pg. 692, Deeds
Ref. Vol 589 Pg. 694, Deeds.
Ref Vol 589 Pg. 696, Deeds.
Ref Vol 589 Pg. 698, Deeds.
Ref. Vol. 589 Pg. 700, Deeds.

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"2. Only one structure suitable for and which may be used for group meeting and recreational purposes, with provisions for sleeping accommodations solely for transient guests of the lot owner and facilities for serving of food and beverages shall be erected upon any one of said lots. No structure shall be erected on less than one lot or on more than one lot without the written consent of Nicholas."

"5. Except as provided in paragraph 2 above, no industry, business or trade (occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise) shall be conducted, maintained or permitted on any part of the property, nor shall any 'For Sale' signs or other window displays or advertising be maintained or permitted on any part of said lots or any structures erected thereon, without first obtaining the written consent of Nicholas and the conduct or maintenance thereof shall conclusively be deemed to be a nuisance. The right is reserved by Nicholas to erect small structures and place signs on any unsold lots or improvements thereon."

The Ohio Citizens Trust Company, as holder of a mortgage on Lot Number Twenty-one (21) in Plat 2 of Belmont Farms, hereby consents to this Amendment to Declaration of Restrictions.

Except for the aforesaid amendments, said Declaration of Restrictions is hereby ratified and confirmed in its entirety.

IN WITNESS WHEREOF, Nicholas Corporation, Libbey-Owens-Ford Company, The Ohio Citizens Trust Company, Trustee, and The Ohio Citizens Trust Company, have caused their respective corporate names to be subscribed and their respective corporate seals to be affixed to these presents by their respective officers, and the said Ehon C. Jones, Marilyn D. Jones, John P. Kern, Nancy Flagg Kern, Duane Stranahan and Virginia S. Stranahan have hereunto

set their hands, all on this 14TH day of OCTOBER, 1969.

Signed, Sealed and Acknowledged in the Presence of:

Suzanne Green
Edward S. Epstein

NICHOLAS CORPORATION
By _____ (President)
By _____ (Secretary)

Margaret S. Colleton
Chris M. Little

LIBBEY-OWENS-FORD COMPANY
By _____ (Executive Vice President)
By _____ (Asst. Secretary)

Margaret J. Mauldsby
[illegible]

THE OHIO CITIZENS TRUST COMPANY, TRUSTEE
By _____ V.P.
By _____ Asst. Secy

Barbara A. Chamberlain
Franklin Range

THE OHIO CITIZENS TRUST COMPANY
By _____ Vice Pres.
By Carl L. Hampton Asst. Secy

Edward J. Epstein
Ebon C. Jones

Edna C. Ondrasek
Marilyn D. Jones

Claudia Climer
John P. Kern

Edward J. Epstein
Nancy Flagg Kern

Louise Gregorek
Duane Stranahan

Mary Peter Lickner
Virginia S. Stranahan

STATE OF OHIO }
COUNTY OF LUCAS } ss:

Before me, a Notary Public in and for said County, personally

appeared E.F. KNIGHT, PRESIDENT and J.R. KROMBACH, SECRETARY of the said Nicholas Corporation who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of the said E.F. KNIGHT and J.R. KROMBACH as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 3rd day of OCTOBER, 1969.

Edward J. Eppstein

EDWARD J. EPPSTEIN
Notary Public, Lucas County, Ohio
My Commission expires Nov. 13, 1972

STATE OF OHIO }
} ss.
COUNTY OF LUCAS }

Before me, a Notary Public in and for said County, personally appeared Horace G. Orser and J. L. Crowley of the said Libbey-Owens-Ford Company who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of the said Horace G. Orser and J. L. Crowley as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 1st day of October, 1969.

Emily Frautschi

Notary Public
EMILY FRAUTSCHI
Notary Public, Lucas County, Ohio
My Commission Expires June 6, 1974

STATE OF OHIO }
} ss.
COUNTY OF LUCAS }

Before me, a Notary Public in and for said County, personally appeared George A. Picknell and Donald E. Miles of the said The Ohio Citizens Trust Company, Trustee, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as such officers of said corporation in behalf of said corporation as Trustee and by authority of its Board of Directors; and that

said instrument is the voluntary act and deed of the said George A. Picknell and Donald E. Miles as such officers and the voluntary act and deed of said corporation as Trustee for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 8th day of October 1969.

OLIVE TIMBROOK
Notary Public, Lucas County, Ohio
My Commission Expires April 14, 1972

STATE OF OHIO }
} ss.
COUNTY OF }

Before me, a Notary Public in and for said County, personally appeared Walter W. Peterson and Carl L. Hampton of the said The Ohio Citizens Trust Company, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of the said Walter W. Peterson and Carl L. Hampton as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of October, 1969.

BARBARA A. CHAMBERLAIN
Notary Public, Lucas County, Ohio
My Commission Expires Feb. 14, 1974

STATE OF OHIO }
} ss.
COUNTY OF Wood }

Before me, a Notary Public in and for said County, personally appeared the above named Ebon C. Jones and Marilyn B. Jones, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12 day of October, 1969.

EDNA C. ONSTEAD
Notary Public, Lucas & Wood County, Ohio
My Commission Expires Sept. 24, 1973

STATE OF OHIO }
} ss.
COUNTY OF Wood }

Before me, a Notary Public in and for said County, personally

appeared the above named John P. Kern and Nancy Flagg Kern, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13TH day of October, 1969.

Edward J. Eppstein

EDWARD J. EPPSTEIN
Notary Public, Lucas County, Ohio
My Commission expires Nov. 13, 1972

STATE OF OHIO)
) ss.
COUNTY OF)

Before me, a Notary Public in and for said County, personally appeared the above named Duane Stranahan and Virginia S. Stranahan, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14TH day of October, 1969.

Edward J. Eppstein

EDWARD J. EPPSTEIN
Notary Public, Lucas County, Ohio
My Commission expires Nov. 13, 1972

This Instrument Prepared By:

Robert L. Weisenburger
1434 National Bank Building
Toledo, Ohio 43604

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RECORDER'S OFFICE, WOOD CO., OHIO
Filed October 16 1969 at 3:30 P.M.
Recorded October 17 1969 in
Vol. 468 Page 691 Record of
Wood Co., Ohio
Paul H. Davis Recorder
Fee 6.00

Mail to: Edward J. Eppstein
600 Home Federal Bldg
Toledo, Ohio