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DECLARATION OF RESTRICTIONS FOR
AIRPORT EXECUTIVE PARK
A SUBDIVISION IN SPRINGFIELD TOWNSHIP
LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that whereas Home Savings Service Co., an Ohio Corporation and Miracle Manor Apartments, a Partnership, hereinafter referred to as "OWNERS" are the owners in fee simple of the following described premises situated in the Township of Springfield, Lucas County, Ohio: Lots Numbers One (1) through Fifteen (15), both inclusive, all in Airport Executive Park, a Subdivision in the Township of Springfield, Lucas County, Ohio, and

WHEREAS Owners desire to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of Airport Executive Park restrictions upon the manner of use, improvements and enjoyment of the above described lots in Airport Executive Park and to further establish certain easements and rights in, over and to Airport Executive Park.

NOW THEREFORE in consideration of the premises and in consideration of the enhancement and value thereof, and to afford purchasers ample protection of occupancy thereof for the purposes for which the same are designated, and to provide a general plan for the development of said Subdivision designed to make same more attractive for the intended purposes, Owners hereby declare and stipulate that each lot in said Airport Executive Park shall hereafter be conveyed by them, subject to the restrictions hereinafter set forth:

1. APPROVAL OF PLANS. No building, structure, wall, fence, hedge, sign, parking lot or other structure or improvements shall be erected or maintained on any of said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, and location of such structure or improvement, which plans and specifications must previously be submitted to the Owners, or either of them, and approval thereof endorsed thereon by the Owners, or either of them in writing. Likewise, alterations and/or additions to any buildings or other structures or improvements on the lots must have previous approval of the plans and specifications in writing by the Owners, or either of them and shall thereafter be built and constructed in accordance with said plans and specifications.
2. **SUB-DIVIDING OF LOTS.** No lot in said Subdivision shall be resubdivided or split into building sites without the prior written consent of Owners, or either of them.

3. **GAS STATIONS.** No gas stations shall be erected or maintained upon any of the lots in said Subdivision.

4. **LANDSCAPING.** A landscaping plan shall be submitted for approval, in writing, prior to start of construction. Said landscaping shall have been installed and completed within six months from date of occupancy of the building built thereon.

5. **USE OF LOTS.** All future owners of lots in said Subdivision shall use said lots for lawful purposes only and shall comply with all applicable zoning, building and health regulations in the construction of improvements on said lots and use of said premises.

6. **PUBLIC UTILITY FACILITIES.** Owners reserve the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone 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.

7. **EASEMENTS.** Owners reserve 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 Airport Executive Park, designated as utility right 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 Airport Executive Park, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

8. **APPURTENANT STRUCTURES.** No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light or any other purpose shall be installed, erected, placed or suffered to remain upon said premises. No advertising sign, whether fixed to window, structure, or (continued on following page)
site, billboard or other advertising device, whether for the purpose of advertising goods, services or entertainment, or advertising the sale of said premises or otherwise shall be erected, placed, displayed or suffered to remain upon said premises without the approval and consent of Owners, or either of them, having been obtained and granted, in writing. Owners reserve the right to place signs on any unsold lots.

9. GRADES AND SLOPES. Owners reserve the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

10. RUBBISH AND DEBRIS. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within small structures as approved by Owners, or either of them. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Owners.

11. REMEDIES UPON VIOLATION. Each Grantee of Owners, 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 Owners, 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 as 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 Owners 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 Owners 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 Owners.

12. SUBORDINATION TO MORTGAGES. All restrictions, covenants, conditions, agreements, and other provisions herein contained shall be deemed subject to and subordinate to all mortgage or

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deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors, or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration of Restrictions.

13. FAILURE TO ENFORCE NOT A WAIVER. 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, or their duration.

14. SEVERABILITY OF RESTRICTIONS. The invalidity of any restriction hereby imposed or of any provision hereof or any part of such restriction or provision shall not impair or affect in any manner, the validity enforceability or effect of the rest of this Declaration.

15. VIOLATION OF RULES AND REGULATIONS. A violation of any of the rules and regulations of the Owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

16. MODIFICATIONS AND AMENDMENTS. This Declaration of Restrictions may be modified and amended upon the written consent to such modification or amendment of a majority of the owners of record of the lots in said Subdivision. Any modification and/or amendment shall be set forth in writing and denominated as a modification of or amendment to this Declaration of Restrictions and those consenting to such modification and/or amendment shall execute said document in a recordable form and thereafter such document shall be filed for record with the Recorder of Lucas County, Ohio. Upon recording, such modification or amendment, if executed by the majority of the record owners of lots of said Subdivision, shall be binding upon all lots in said Subdivision and together with this Declaration of Restrictions shall continue in full force and effect. Provided however, that any previous action taken by owners of lots in said Subdivision in

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reliance upon this original Declaration of Restrictions, which action would be prohibited after any modification or amendment of this Declaration of Restrictions, shall not be affected by any such modification or amendment.

17. AUTHORIZED SIGNATORS. Whenever any of the foregoing covenants, restrictions, reservations, or agreements provide for any approval, designation, determination, modification, amendment, consent, or any other action by the Owners, or either of them, any such approval, designation, determination, modification, amendment or consent or any other action shall be sufficient if executed by any officer, in the case of Home Savings Service Co., an Ohio Corporation or Partner if executed by Miracle Manor Apartments, a Partnership, who is authorized to sign deeds on behalf of Home Savings Service Co. or Miracle Manor Apartments.

18. PROPERTY OWNERS ASSOCIATION. Upon the sale of not less than two-thirds (2/3) of the lots in said Subdivision, the owners may, but shall not be compelled to, establish an Airport Executive Park Property Owners Association which shall be made up of all the owners of lots in said Subdivision. Home Savings Service Co., an Ohio Corporation and Miracle Manor Apartments, a Partnership, shall establish the rules and bylaws for the conduct of the business to be conducted by the Airport Executive Park Property Owners Association which shall thereafter bind all of the owners of lots of said Subdivision. After creation of said Airport Executive Park Property Owners Association and formulation of its rules and regulations by Home Savings Service Co. and Miracle Manor Apartments every owner (meaning a full building site) shall become a member thereof and each such owner, including Home Savings Service Co. and Miracle Manor Apartments, shall be entitled to one vote on each matter submitted to the membership of the Property Owners Association for each lot owned by him, her or it, provided however, that where title to a lot is in more than one person or entity, such co-owners acting jointly shall be entitled to one vote for each lot owned by them.

The Property Owners Association, by vote of its membership conducted under the rules and regulations formulated in the first instance by Home Savings Service Co. and Miracle Manor Apartments, may adopt such reasonable rules and regulations as it may determine advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety and general welfare of owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.
In addition, Home Savings Service Co. and Miracle Manor Apartments 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 Home Savings Service Co. and Miracle Manor Apartments, which said assignment shall be recorded in the office of the Recorder of Lucas County, Ohio.

19. **BINDING EFFECT.** This Declaration of Restrictions and the covenants, conditions, agreements and provisions contained herein shall run with all of the land in Airport Executive Park and shall be binding upon all persons (whether natural, corporate or otherwise), their heirs, successors, executors, administrators and assigns, who hold any interest whatsoever in Airport Executive Park regardless of how or in what manner said interest is acquired.

**IN WITNESS WHEREOF,** Home Savings Service Co., an Ohio Corporation and Miracle Manor Apartments, a Partnership, has caused this Declaration of Restrictions to be signed this 20th day of January, 1978.

**HOME SAVINGS SERVICE CO.,**
an Ohio Corporation

by: Glenn Fitkin, Jr., President

by: Richard W. Knopp, Secretary

**MIRACLE MANOR APARTMENTS,**
a Partnership

by: Abe Leiderman, Partnership

Four witnesses, two as to each signature.

Acknowledged January 20, 1978 by said Home Savings Service Co., by said officers, before a Notary Public, Lucas County, Ohio (Seal).

Acknowledged January 20, 1978 in Lucas County, Ohio, by said Miracle Manor Apartments, by said Partner, before a Notary Public, State of Ohio (Seal).

Received for record February 23, 1978 at 2:51 P.M. in Mortgage Record 78–165E04, Lucas County, Ohio Records.