CREEKSIDE GLENS

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DECLARATION OF RESTRICTIONS UPON
CREEKSIDES GLENS, A SUBDIVISION IN
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO

This declaration entered into by and between the parties hereto on the day and year
hereinafter written; and

WHEREAS, Creekside Glens is a subdivision in Springfield Township, in Lucas County,
Ohio, which has been subdivided and laid out into lots with certain streets and ways
dedicated to public use in accordance with the original plat (Lots 1 to 33 both inclusive),
which plat is recorded in Volume 55 at pages 45 and 46 of the Plat Records of the Recorder
of Lucas County, Ohio; and

WHEREAS, it is necessary to impose reasonable restrictions upon the manner of use,
improvements and enjoyments of said land by all of the owners thereof, their vendees,
grantees, devisees, tenants or occupants together with all persons who shall hereafter
become purchasers, owners, tenants or occupants of any lot, lots or part thereof located
and situated in Creekside Glens in order to perpetuate said subdivision as an architect-
urally harmonious, artistic and desirable residential district, and to establish, maintain
and perpetuate a general plan thereof;

NOW, THEREFORE, in consideration of the premises, and in consideration of the benefits
accruing to the undersigned and for the mutual benefit and protection of each and every
person, firm and corporation who is now or shall hereafter become the owner of any interest
in and to any lot or part thereof in Creekside Glens, and to include all lots or any part
thereof now owned and held by the undersigned, we hereby declare, covenant and agree that
all the lots or any part thereof owned by the undersigned in Creekside Glens, a Subdivision
in Springfield Township, Lucas County, Ohio will henceforth be held, occupied and conveyed
by us subject to certain restrictions set forth hereinbelow, and the undersigned for them-
selves and their successors and assigns specifically agree to include said restrictions
in any and all future instruments or conveyances affecting said premises, it being hereby
covenanted that said restrictions shall run with the land, and that the following restrictions
are hereby imposed upon the ownership, use, improvement and enjoyment of any interest in and
to all lots or parts thereof in said Creekside Glens as a general plan, and shall be
binding upon all owners of any interest in and to said property, their grantees, tenants,
heirs, executors, administrators, legal representatives, successors and/or assigns
(whether or not so expressly included or referred to in any such future instruments or
conveyances) in the manner following, to-wit:

(A) All lots shall be and remain residential lots for single family residential
use and occupancy only. No structure shall be erected, altered, placed or permitted to
remain on any lot other than as herein described.

(B) No structure shall be erected on any lot (unless approved by Developer in writing)
neither to a street than the front building line, nor nearer to the rear than the rear
building line as shown on the recorded plat, nor nearer than 10% of the width of the lot
to any side lot line, "width" being determined at the place on the lot where the house is
constructed.

(C) No manufacturing, trade or business enterprise shall be conducted upon any lot;
nor shall anything be done thereon which may be or become an annoyance or nuisance to the
neighborhood.

(D) No basement, garage, nor any other structure other than as permitted herein,
shall at any time be used as a residence temporarily or permanently, nor shall any residence
of a temporary or movable character be permitted on any lot. No trailer, travel trailer,
boat or tent shall be permitted on any lot for any purpose whatsoever.

(E) There shall not be erected, permitted or maintained on said lot any stable,
cattle yard, hog pen, fowl house, or yard, cesspool privy, vault, or any form of privy; nor
shall any live poultry, hogs, cattle or other livestock or noxious, dangerous or offensive
thing, whether of the character of those hereinbefore enumerated or not, be permitted or
maintained thereon.

(F) A perpetual easement is reserved in and granted to Developer over that part of
each lot for purposes of utility and drainage installations and maintenance, as shown
upon said recorded Plat as "Utility R/W", with the full unrestricted power to grant rights-of-way
and/or easements thereon for such purposes to public utility corporations and/or
govermental authorities.

(G) No wines, liquors, beer or other intoxicants shall be manufactured or sold on
any lot.
(H) A chain link fence, not in excess of 4½" in height, may be built in the rear or side yards. No fences shall be built in front yards. No solid type fence or wood fence shall be permitted, unless first approved by Developer in writing.

(I) These covenants are to run with the land and shall be binding upon and inure to the benefit of all lot owners and all persons claiming under them until December 31, 1984, at which time said covenants shall be automatically extended for successive periods of 10 years, unless the owners of a majority of the lots in the subdivision elect in writing to amend, change, or terminate the restrictions, and duly record such election prior to the expiration of any such period.

(J) No building or other structure shall be erected, moved or maintained on any lot, unless located, erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall be submitted in duplicate to undersigned Developer, or a committee selected by it, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Developer, or its successors, may, at its option, disapprove any plan which in their opinion, may not blend with the houses either built, or planned for the future, in said Creekside Glens, Addition, by reason of architectural design, area, size, appearance, harmony, taste, type of material or aesthetic appeal.

(K) If any lot owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation or both.

(L) If any of the covenants or restrictions herein contained are held invalid in whole or in part, by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby, and shall remain in full force and effect.

(M) The minimum height for any building shall be 1½ feet in the main ridge, and the maximum height shall not exceed 21 feet in the main ridge on 1-1/2 story house, nor exceed 28 feet on a 2-story or split-level or any other house, measurements to be taken from the first floor level.
(N) No garage doors may open or face directly on or toward the streets; and garages shall be private garages; and shall be for not more than two cars, and shall be attached to the dwelling, unless otherwise first approved in writing by Developer.

(O) No advertising signs of any kind shall be displayed in the yard other than general contractor identification sign during construction, and/or one "For Sale" sign.

(P) All homes built shall be required to have an approved disposal unit or an automatic incinerator so that Creekside Glens will be known as a "community without a garbage can." Rubbish cans shall at all times be kept inside the dwelling structure in proper containers to be set out only on collection days.

(Q) No television or radio aerial, antenna or tower shall be attached to any part of the exterior of any house or garage. Antenna towers may be erected, provided their location, height and design are first approved in writing by Developer. Drops and connections from tower to house must be run underground to the house.

(R) All electrical service lines shall be run underground to every house. Said underground electrical service lines shall conform to the requirements of the Toledo Edison Company, with installation being done by said company, or under its direct supervision.

IN WITNESS WHEREOF, the undersigned Hillway Development Co. hereinafter called "Developer", and the undersigned Fuller's Royal Homes Co., as owners of all of the lots in Creekside Glens, have hereunto subscribed their names and executed this Declaration of Restrictions this 2nd day of December, 1964.

Signed by Hillway Development Co., by Paul J. Fuller, President, and Frederick R. Fuller, Secretary; and by Fuller's Royal Homes Co., by Frederick R. Fuller, President, and Paul J. Fuller, Treasurer, Owners; and by First Federal Savings and Loan Association of Toledo, by Robert D. Davidson, President, and Donald A. Baker, Vice-President, Mortgagee.

Four witnesses, two as to each signature.

Acknowledged December 2, 1964 by above named corporations before a Notary Public, Lucas County, Ohio (Seal).

Received for record December 7, 1964 at 2:26 P.M., and recorded in Volume 213 of Mortgages, page 106.