DETWILER MEADOW

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DECLARATION OF RESTRICTIONS

DETWILER MEADOW

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

WHEREAS, The CNB Development Corp., hereinafter called "Developer", are the owners and developers of all lots in Detwiler Meadow, a Subdivision in the City of Toledo, Lucas County, Ohio 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 Detwiler Meadow, a Subdivision in the City of Toledo, Lucas County, Ohio, shall hereafter 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 except Lot 12 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, together with a private garage or other accessory structures, which may be made an integral part of said single-family dwelling. 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 900 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 therefor 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 elevation thereof, which detailed plans and specifications have first 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. All such plans and specifications must be prepared by a competent architect or draftsman.

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.

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 therefor 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.

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 the 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 twenty (20) 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 topography 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 representative 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 Detwiler Meadow subdivision 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 Detwiler Meadow, 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 Detwiler Meadow, 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, under 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. Lot number 12 shall be designated a private recreational park and shall be maintained for the exclusive use of Detwiler Meadow lot owners. Each lot owner, for himself, his heirs, successors and assigns, by acceptance of his deed, covenants and agrees to pay annually 1/26 of the cost to maintain said park area. Each lot owner's assessment in this regard shall be paid promptly when same becomes due and in the event of a lot owner's failure to pay same promptly when due shall constitute a lien upon said lot owner's premises from the time notice thereof is filed with the Lucas County Recorder, and same may be enforced in equity as in the case of any lien foreclosure liability. Each grantee of Developer shall pay a proportionate share of the annual assessment based upon the portion of the year during which he owned the property. Such annual assessment shall accrue to the benefit of and may be enforced jointly and severally by the other property owners in Detwiler Meadow Subdivision, or by Developer, or by an incorporated property owners association when one shall be formed. Developer shall participate in said assessment for each unsold lot in the development. Until formation of an incorporated property owners association, the aggregate amount of the annual assessment shall be determined by the Developer, but shall not exceed the actual cost of maintenance of said park area, including, but not limited to, taxes, assessments, trash removal, grass and brush trimming, insurance and sign posting.

22. When a property owners association is incorporated, Developer, its successors or assigns shall grant said Lot 12 to said property owners association by deed. Until such time as Lot 12 is deeded to said incorporated property owners association, Developer, its successors and assigns, shall be responsible for collection of the assessment provided in Item 21 above and shall be responsible for the administration and management of the maintenance and care of said park area. No expenditures for capital improvements to said recreational area shall be made prior to title to said land being in said property owners association unless said expenditures are necessary to comply with governmental regulations or to protect the health and safety of the lot owners and the public. Upon acquiring ownership of Lot 12, the incorporated lot owners association shall assume the care and maintenance of said recreational area and shall assess the lot owners therefor according to its by-laws.
23. As soon as the Developer has sold 20 or more lots in Dotwiler Meadow Subdivision, Developer shall, on behalf of the lot owners, cause to be formed a nonprofit corporation under the laws of the State of Ohio, to be named Dotwiler Meadow 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 the restrictions, covenants and conditions contained in Declaration of Restrictions of Dotwiler Meadow Subdivision, and the maintenance, preservation and improvement of the subdivision, and the keeping and maintaining of Lot 12 and every other part of the subdivision in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property streets, so far as it may lawfully act, and the transact 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 amounts of which may be fixed by its by-laws or by lawful act of its board of trustees, not exceeding, however, in any one year Fifty Dollars ($50.00) for each lot owned. 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.

24. 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 Lot 12 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.

26. 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 the health, comfort, safety and general welfare of residents on said property, except that any such alterations to said restrictions pertaining to Lot 12 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.

26. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (24) & (25) 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.

27. Any violation 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 to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

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

29. The Developer shall not be or become liable to any successors of any lot in Detwiler Meadow 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.

30. IN WITNESS WHEREOF, CMB Development Corp., an Ohio Corporation has caused its corporate name to be subscribed and its corporate seal to be affixed hereto by Claude M. Brown, Jr., its President, thereunto duly authorized this 13th day of July, 1946.
day of May, 1977.

CMB DEVELOPMENT CORP.

Two witnesses.

By Claude M. Brown, Jr., President

Acknowledged May 13th 1977 in Lucas County, Ohio, by said corporation, by said officer, before a Notary Public, State of Ohio, (Seal.)

Received for record May 20th 1977 at 11:40 A.M. in Mortgage Record 77-509D04, Lucas County, Ohio Records.
ASSIGNMENT

CMB DEVELOPMENT CORP., an Ohio corporation, does hereby
assign all rights, privileges and powers granted to it by the
Declaration of Restrictions as to Detwiler Meadow, a Subdivision
in the City of Toledo, Lucas County, Ohio, recorded in Microfiche
No. 77-502-004 of the Mortgage Records of Lucas County, Ohio, to
DETWILER MEADOW PROPERTY OWNERS ASSOCIATION, an Ohio non-profit
corporation, the said Detwiler Meadow Property Owners Association
to act in the place and stead of the said CMB Development Corp.
for all purposes mentioned in said Declaration of Restrictions.

IN TESTIMONY WHEREOF, CMB Development Corp., by Claude
M. Brown, its President, thereunto duly authorized, has hereunto
caused its corporate name and seal to be subscribed this 15th
day of August, 1979.

Signed in the presence of:

Claude M. Brown, President

Notary Public, Lucas County, Ohio

This Instrument Prepared By:

Edward J. Kowars, Esq.
1107 Executive Plaza, Suite 102
Toledo, Ohio 43604

STATE OF OHIO
COUNTY OF LUCAS

Before me, a Notary Public in and for said County,
personally appeared Claude M. Brown, President of said CMB Develop-
ment Corp., who acknowledged that the seal affixed to said
instruments is the corporate seal of said corporation, that he did
sign and seal each instrument as President of said CMB Development
Corp., and as such granted company, and by authority of its
Board of Directors, and that said instrument is the voluntary act
and deed of Claude M. Brown as such officer 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 15th day of August, 1979.

Mary Margaret Keenan
Notary Public, Lucas County, Ohio

משך כרזה א枕 נוח ובר絡ית הכרזות בעריכת: א. עמוד קרא ת. א. עמוד קרא