EAST MEADOW SUBDIVISION

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.
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENT that East Meadow, Inc., is the owner and developer of all lots in East Meadow Subdivision, City of Oregon, Lucas County, Ohio, the same being described as lots 1 to 37 inclusive, and

WHEREAS, East Meadow Inc., for the mutual benefit and protection of themselves, East Meadow Subdivision and of future owners of said lots, desires to establish and carry out a general plan of Development.

NOW therefore, in consideration of the enhance in value of said property and to afford purchasers of all said property due and ample protection in the uses and occupancies thereof for which it is designed, the said East Meadow Inc., 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 herein after set forth:

1. All of the above lots in East Meadow shall be described and known as residential lots. No buildings shall be erected, altered, placed or permitted to remain on any lots other than single family dwellings and private garages, which garages must be attached to and made an integral part of the main residence structure. All garages must be built at ground grade level.

2. The Building to be erected must be a one family dwelling containing at least 1400 square feet of living space in addition to the garage which must contain at least 440 square feet. All fronts of dwellings shall be brick unless approval is given by East Meadow Inc. for a variation, modification, or waiver of this restriction.

2A. A small building such as a garden storage building may be built at the rear of the property which does not have to be attached to the single family dwelling. The rules and plans for this building must be submitted for approval before any construction may start, as stated elsewhere in this Restriction Declaration.

3. The owner may subdivide or convey less than the whole of any lot, but no grantee or successor in title shall do so without first obtaining the written consent of East Meadow Inc.

4. All buildings and the locations thereof shall comply with the building code and regulations of City of Oregon, Lucas County, Ohio and with the recorded plat.

4A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plot plan showing the location of such building has been approved in writing by East Meadow Inc., Oregon, Ohio or its successors and/or assigns, as to architectural design, floor area, grade elevation, location, quality of workmanship and materials, and harmony of external design with existing structures. No addition shall be made to any residence and no swimming pool or fence or building shall be installed on any lot in said subdivision until the plans, specifications, type, and location thereof have been approved in writing by the East Meadow Inc., its successors and/or assigns.

4B. No noxious or offensive activities shall be carried on any lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

5. The 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 of construction building materials may be stored thereon. Any building materials not incorporated in the structure being erected, within 90 days after its delivery to the building site, shall be removed therefrom. Structures shall be completed by the owner within nine months after the beginning of construction.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. Said Architectural Control Committee shall be composed of East Meadow Inc. Either member of said Control Committee shall by his signature bind the Committee the same as if signed by all the members. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures or topography of the lot or plot upon which a building structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Control Committee, in writing, may modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements. Control Committee shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

8. All Plans and Specifications required to be approved or disapproved by these covenants shall be submitted to the Committee at the office East Meadow Inc., 1314 South Cuy Road, Oregon, Ohio. The Committee shall approve or disapprove said Plans and Specifications in writing within thirty (30) days from the date their submission or they shall be deemed approved.

9. No trailer, basement, shack, garage, barn, or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed, including sidewalks to be paid for by each individual lot owner.

10. Every owner of any lot herein shall at expense of such owner install sidewalks across the entire front of the lot in conformity with the City of Oregon. All obstructions, fences, other encumbrances, and any vegetation or trees, before or after the sale of said lot. If any legal action must be brought to enforce this provision said owner shall be responsible for all expenses, legal or otherwise, incurred in enforcing this provision.

11. No debris, garbage, or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot outside of the building.

12. All clotheslines shall be confined to the rear of the building.

13. No sod or earth shall be removed from any lot except to permit building foundations.

14. East Meadow Inc. is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist, thereon contrary to the intent and meaning of the provisions hereof as interpreted by East Meadow Inc., shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of East Meadow Inc., to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken, or held to be waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and East Meadow Inc., shall at any and all times have the right to enforce the same.

15. Violation of any one of these covenants by judgement or Court order shall in no wise affect any of the other provisions and they shall remain in full force and effect.

These covenants are to run with the land and shall be binding on East Meadow Inc., and all persons claiming under or through them until the first day of January, 1999, after which time said covenants shall be automatically extended for successive periods of 10 years, unless, by the then owners of a majority of the lots, it is agreed to change said restrictions in the whole or in part. Such changes shall be in writing and filed for record with the Lucas County Recorder prior to January 1, 1999, or prior to the termination of such change from and after the termination of such period as follows the date of filing thereof for record.
EAST MEADOW SUBDIVISION — DECLARATION OF RESTRICTIONS

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said East Meadow Inc., has its corporate name to be signed by its President and Secretary, both officers having been thereunto duly authorized this 8th day of February, 1980.

Mary Ann Kowal
Ted R. Brenskelle, President

Reubah K. Kasty
Margaret L. Brenskelle, Secretary

STATE OF OHIO
COUNTY OF LUCAS

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ted R. Brenskelle, President and Margaret L. Brenskelle, Secretary, of the EAST MEADOW INC., an Ohio corporation, who being duly authorized in that behalf, acknowledged that they did sign the foregoing instrument on behalf of said corporation, that the same is the free act and deed of said corporation and the free act and deed of each of them personally as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 1980.

Reubah K. Kasty
Notary Public, State of Ohio
My Commission Expires Sept. 12, 1981

This Statement Prepared by
East Meadow Incorporated
East Meadow Inc.

Filed for record of Mortgages, and recorded

RECEIVED & RECORDED
FEB. 8 1980

SANDY ISCHENBERG
RECORDED, LUCAS COUNTY, OHIO

Page 3 80 099E06
THIS DECLARATION OF RESTRICTIONS FOR THE EAST MEADOW, INC. SUBDIVISION SUPERSEDES THE DECLARATION OF RESTRICTIONS FILED UNDER BO 009E04 AND BO 009E03 AND BO 009E06 ON FEBRUARY 8TH, 1960 AND ALSO BO 038004, BO 038005 AND BO 038006 FILED ON FEBRUARY 1ST, 1960. THE AFORESAID RESTRICTIONS BEING NO LONGER OF EFFECT AND ARE RELEASED BY THIS INSTRUMENT.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: THAT East Meadow, Inc., is the developer of all lots in East Meadow, Inc., Subdivision, City of Oregon, Lucas County, Ohio, the same being described as lots #1 to #37 inclusive. East Meadow, Inc., is the owner of lots except lots #7, 8, 9, 10 which are owned by Gary P. Row and Ivan E. Row, husband and wife, and lot #5 which is owned by Roy F. McGroarty, Inc., and lot #31 which is owned by Dennis B. Findlay and Carol Ann Findlay, husband and wife.

WHEREAS, the owners for the mutual benefit and protection of themselves, East Meadow Subdivision and of future owners of said lots, desires to establish and carry on a general plan of development.

NOW THEREFORE, IN CONSIDERATION OF THE ENNUMERATION TO THE VALUE OF SAID PROPERTY AND TO AFFORD PURCHASERS OF ALL SAID PROPERTY DUE AND AMPLITUDE PROTECTION IN THE USES AND OCCUPANCIES THEREOF FOR THE PURPOSES FOR WHICH IT IS DESIGNED, THE SAID OWNERS AND EAST MEADOW, INC., HEREBY DECLARE 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 herein after set forth.

1. All of the above lots in East Meadow shall be described and known as residential lots. No buildings shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings and private garages, which garages must be attached to and made an integral part of the main residence structure. All garages must be built at ground grade level.

2. The building to be erected must be a one family dwelling containing at least 3000 square feet of living space in addition to the garage which must contain at least 400 square feet. All fronts of dwellings shall be brick unless approval is given by East Meadow, Inc. for a variation, modification, or waiver of this restriction.

2A. A small building such as a garden storage building may be built at the rear of the property which does not have to be attached to the single family dwelling. The rules and plans for this building must be submitted for approval before any construction may start, as stated elsewhere in this Restriction Declaration.

2B. No motor vehicle, boat, other watercraft, or mobile home may be parked on the roadway or any portion of the lot for longer than 24 hours unless the same is completely enclosed in a garage.

2C. The owner may subdivide or convey less than the whole of any lot, but no grantee or successor in title shall do so without first obtaining the written consent of East Meadow, Inc.

4. All buildings and the locations thereof shall comply with the building code and regulations of the City of Oregon, Lucas County, Ohio and with the recorded plat.

4A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plot plan, showing the location of such building has been approved in writing by East Meadow, Inc., Oregon, Ohio, or its successors and/or assigns, as to architectural design, floor area, grade elevation, location, quality of workmanship and materials, and harmony of external design with existing structures. No addition shall be made to any residence and no swimming pool or fence or building shall be installed on any lot in said subdivision until the plans, specifications, type, and location thereof have been approved in writing by the East Meadow, Inc., its successors and/or assigns.

4B. No noxious or offensive activities shall be carried on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. The said premises shall not be used for the storage of scrap building materials, paper, glass or any reclamation product or material except during the period of construction building materials may be stored thereon. Any building materials not incorporated in the structure being erected within 90 days after its delivery to the building site, shall be removed therefrom. Structures shall be completed by the owner within nine months after the beginning of construction.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. Said Architectural Control Committee shall be composed of East Meadow Inc., and either member of said Committee, shall by his signature bind the Committee. In the event of the death of any member of the Committee, the remaining members shall have full authority to designate a successor, if, in the opinion of the Architectural Control Committee, such a successor is needed. The Committee shall have the right to construe and interpret these restrictions and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

8. All Plans and Specifications required to be approved or disapproved by these covenants shall be submitted to the Committee at the office East Meadow Inc., 1314 South Oak Road, Oregon, Ohio. The Committee shall approve or disapprove said Plans and Specifications within thirty (30) days from the date their submission or they shall be deemed approved.

9. No trailer, basement, shack, garage, barn, or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed; including sidewalks to be paid for by each individual lot owner.

10. Every owner of any lot herein shall at expense of said owner install sidewalks across the entire front of the lot in conformity with the City of Oregon requirements before completion and occupancy of any dwelling being erected on said lot. Any legal action must be brought to enforce this provision, said owner shall be responsible for all expenses, legal or otherwise, in enforcing this provision.

11. Debris, garbage, or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot outside of the building.

12. All clotheslines shall be confined to the rear of the building.

13. No sod or earth shall be removed from any lot except to permit building foundations. No dirt shall be removed from the sub-division without the written permission of East Meadow Inc.

14. East Meadow Inc., is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist, contrary to the intent and meaning of the provisions hereof as interpreted by East Meadow Inc. shall be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of East Meadow Inc., to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions contained herein shall in no event be construed, taken, or paid to be waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and East Meadow Inc., shall at any or all times have the right to enforce the same.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions and they shall remain in full force and effect.

These covenants are to run with the land and shall be binding on East Meadow Inc., and all persons claiming under or through them until the first day of January, 1999, at which time said covenants shall be automatically extended for successive periods of 10 years, unless, by the then owners of a majority of the lots, it is agreed to change said restrictions in the whole or in part. Such changes shall be in writing and filed for record with the Lucas County Recorder prior to January 1, 1999, or prior to the termination of such change from and after the expiration of such period as follows the date of filing thereof for record.
Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate and covenants, either to restrain the violation or to recover damages. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, the said East Meadow, Inc., an Ohio corporation, has its corporate name to be signed by its President and Secretary, both officers having been thereunto duly authorized and Dennis R. Findling, husband and wife, and Gary P. Row and Joan E. Row, husband and wife, and Roy F. McCroskey, Builders, Inc., this 5th day of August, 1980.

Witnessed by

Ted R. Brenskelle, President
Margaret E. Brenskelle, Secretary
Roy F. McCroskey, Builders, Inc., Lot 69
315 Parkview Dr., Walbridge, Ohio 43465

Dennis Robert Findling, Husband and Wife
Gary P. Row, Married, Lot 31
3453 Pickle Road, Oregon, Ohio 43616

Joan E. Row, Married, Lot 31
3453 Pickle Road, Oregon, Ohio 43616

State of Ohio
County of Lucas

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of August, 1980.

Notary Public
Sandy Isenberg
Recorder, Lucas County, Ohio