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 FOR FLANDERS MEADOWS

This Declaration is made by MCGOWAN-FLANDERS, INC., an Ohio corporation (hereinafter referred to as "Developer") on May 11, 1994.

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio:

Lots Numbers One (1) through Nine (9) both inclusive, in Flanders Meadows, a Subdivision in the Township of Sylvania, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "Flanders Meadows"; and

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Flanders Meadows, certain easements and rights in, over and to Flanders Meadows and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purposes described above, hereby declares as follows:

ARTICLE ONE

Section 1. Approval of Dwellings. No Dwelling (as hereinafter defined) or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or allowed to remain upon any lot in Flanders Meadows ("lot"), unless and until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme thereof, the grading plan of the lot, including the grade elevation of the Dwelling, the plot plan showing the proposed location of the Dwelling upon any lot and the plans, specifications and details of the Dwelling shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer. No Dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon said any lot. Each one-story Dwelling shall have not less than 1400 square feet of living area and each two-story Dwelling shall have not less than 1,800 square feet of living space, exclusive of garages and basement, measured from the outside of exterior walls.

Section 2. Single-Family Residences. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and nothing other than one (1) single-family, private residence purpose.
building, hereinafter for convenience called "Dwelling," shall be erected, reconstructed, placed or allowed to remain thereon.

Section 3. Dwelling Location; Setbacks. No Dwelling shall be erected, reconstructed, placed or allowed to remain upon any lot nearer the front or street line or lines than the building set-back lines (the "set-back lines") as shown upon the Plat of Flanders Meadows (the "Plat"), nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. This restriction as to the distance at which the Dwelling shall be placed from the front, side and rear lines of any lot shall apply to and include porches, verandas, porte-cochere, and other similar projections of the Dwelling. The parcel of land upon which a Dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or, with the written consent of Developer, part of one, two or more lots.

Section 4. Garages; Storage Buildings. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or allowed to remain upon any lot until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and the garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon any lot. Such garage shall be for the exclusive use of the family occupying the related Dwelling and the servants thereof, shall be made an integral part of the Dwelling and shall be at least two (2) car capacity. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to the Dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or allowed to remain upon any lot unless the total enclosed area in such structure is less than 50 square feet, the entire structure is located behind the rear of the Dwelling, and the size, location, type, design, use and details of the structure are approved by Developer.

Section 5. Driveways. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for the Dwelling. No driveway shall be located, relocated, or allowed to remain upon any lot except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 6. Landscaping. The portion of each lot between the set-back line and the street shall not be used for any
purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion for walks (and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or ornamental plants, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. No statuary, fountains or similar ornamentation shall be placed upon any lot between the rear of the Dwelling and the street without the written consent of Developer having first been obtained. Within two (2) months after the earlier of the completion and occupancy of a Dwelling on any lot in Flanders Meadows, the portion of the lot shown as yard on the plans approved by Developer shall be seeded, hydro-seeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is completed and occupied after October 31 or completion or occupancy occurs between October 31 and the following March 31, the yard shall be seeded, hydro-seeded or sodded by not later than the succeeding April 10. No fence, hedge, wall or enclosure of any kind or for any purpose shall be erected, placed or allowed to remain upon any lot until the written consent of Developer has been obtained therefor, and shall be subject to the terms and conditions of that consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 7. Developer's Right to Grant Variances. If, in the opinion of Developer, by reason of the shape, dimensions or topography of any lot, or by reason of the type of Dwelling to be erected thereon, or for any other reason satisfactory to Developer, the enforcement of the provisions of this Declaration would work a hardship, Developer may modify such provisions so as to permit variations in size, type, location otherwise. In Developer's judgment, do material damage to any abutting or adjacent property.

Section 8. Sidewalks. Each lot owner, by acceptance of a deed to a lot, agrees and consents and shall be deemed to have agreed and consented to construct at the owner's expense and at the time of construction of a Dwelling on the lot a sidewalk on such owner's lot or within the right of way abutting such owner's lot at the location and in accordance with the construction standards required by Lucas County or other applicable authority. Each lot owner, at owner's expense, shall keep and maintain the sidewalks adjacent to owner's lot in a good and sufficient manner and shall clear the aforesaid sidewalk of snow, ice, dirt and other debris within twenty-four (24) hours after such deposit, and the owner shall indemnify and hold Sylvania Township and Lucas County harmless for any liability to any person for owner's neglect, failure or refusal in performing such duty.

Section 9. Utility and Drainage Easements. Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and over those portions of each lot designated
as "Drainage Easement" or "Utility Easement" on the Plat and the
right to grant easements for additional easements and rights of way
over or upon any lot for the construction, operation and
maintenance of electric, telephone, cable television and other data
or information transmission poles, lines and conduits, and for
water, gas and sewer lines and conduits or any other public utility
facilities or drainage, together with the necessary or proper
incidents and appurtenances, and no Dwelling or other structure, or
any part thereof, shall be erected, or maintained upon any part of
the property in Flanders Meadows, over or upon which easements for
the installation and maintenance of public utilities and drainage
will be or have been granted. All electrical, telephone and cable
television service to homes shall be underground from the main
supply lines.

Section 10. Use Restrictions. No spirituous, vinous
or fermented liquors of any kind shall be manufactured or sold,
either at wholesale or retail, upon any lot, no industry, business
or trade, occupation or profession of any kind shall be conducted,
maintained or permitted upon any lot. No well for gas, water, oil
or other substance, shall at any time, whether intended for
temporary or permanent purpose, be erected, placed or allowed to
remain upon any lot (except wells for lawn and landscape watering,
if written approval is first obtained from Developer and all
necessary public authorities and Developer approves the location
and other specifications in writing); nor shall any lot be used in
any way or for any purpose which may endanger the health or
unreasonably disturb the quiet enjoyment of the owner or owners of
any other lot in Flanders Meadows or any adjoining land. No pole,
overhead or exposed wires, or exterior fixture which may interfere
with electric light or any other purpose, shall be erected, placed or allowed to
remain upon any lot or upon or visible from the outside of a
Dwelling without the written consent of Developer first having been
obtained. No advertising sign, billboard or other advertising
device shall be erected, placed or allowed to remain upon any lot
or upon or visible from the outside of any Dwelling without the
consent of Developer first having been obtained. A standard real
estate sign not exceeding six (6) square feet in area on a side and
advertising the lot or Dwelling "For Sale" shall, however, be
permitted. The right is reserved by Developer to erect small
structures and place signs on any unsold lot or improvements
thereon. No clothes lines, clothes, sheets, blankets or other
articles shall be hung out or exposed on any part of any lot. No
radio or television antennas or satellite "dishes" shall be
erected, reconstructed, placed or allowed to remain on any lot.

Section 11. Domestic Pets. The maintenance or
harboring of any animals other than dogs, cats or birds, all of
which shall be maintained within the Dwelling, on a leash affixed
to a stake or similar device of a length that will cause such pet
to remain behind the rear of the Dwelling or in an enclosed fenced
area behind the rear of the Dwelling, so as not to unreasonably
disturb neighbors, is expressly prohibited in Flanders Meadows.
Section 12. Storage Restrictions. No boats, trailers, motor homes, recreational vehicles, motor coaches, trucks, vans, inoperative vehicles or vehicles with expired license plates shall be parked, stored or allowed to remain upon any lot.

Section 13. Mailboxes. All Dwellings shall be equipped with a "rustic cedar" mailbox, which shall satisfy the requirements of the United States Postal Service.

Section 14. Basketball Backboards. The location, design, color and construction of all basketball backboards shall be approved by Developer.

Section 15. Swimming Pools. No above-ground swimming pool shall be constructed, reconstructed or allowed to remain upon any lot unless said above-ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches. In no event shall this type of pool be visible from the street in front of the Dwelling. No other swimming pool shall be installed on any lot until the plans, specifications and a plot plan showing the location of such swimming pool shall have been approved in writing by Developer.

Section 16. Grade. Developer reserves the sole and exclusive right to establish grades and slopes on any lot in Flanders Meadows, and to fix the grade at which any Dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 17. Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage, basement or in the rear or at the side of the Dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the Dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 18. Enforcement of Restrictions. Developer reserves and 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 exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer 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 a waiver therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.
Section 19. No Subdivision of Lots. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

Section 20. Variation from Approved Plans. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 21. Exercise of Developer's Authority. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if given by Developer, or its assigns, or by any other person authorized in writing to sign deeds on behalf of Developer.

Section 22. Reimbursement for Water Taps. Developer shall be reimbursed at the closing of the purchase of any lot an amount equal to the cost of any water tap servicing that lot which Developer was required to advance in connection with the development of Flanders Meadows.

ARTICLE TWO

Section 1. Owners' Association. At any time after the sale of lots in Flanders Meadows, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Flanders Meadows Association" or a name similar thereto (the "Association"), and upon the formation of the Association, every lot owner shall become a member thereof, and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him; provided, however, that Developer shall be entitled to five (5) votes for each lot owned by it. Where title to a lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. The Association shall hold title to and maintain Pond Lot A and Pond Lot B as shown on the plat of Flanders Meadows. If the Flanders Road Church of Christ (the "Church") vacates the easement recorded in the Lucas County deed records at Volume 176, Page 561, the Association and each owner of a lot in Flanders Meadows hereby waives and releases any right they may have to such contribution from the Church for maintenance of the drainage easements, water retention areas or the storm sewer lines in Flanders Meadows.

Section 2. Assessments. The Association, by two-thirds (2/3) majority vote, may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for all activities undertaken by the Association, as it may deem advisable for the maintenance, conservation and beautification of
Flanders Meadows, and for the health, comfort, safety and general welfare of residents of Flanders Meadows and all property in Flanders Meadows shall at all times be maintained subject to such rules and regulations. Any assessment applicable to a lot owned by the Developer shall be limited to 50% of the amount assessed against other lots.

Section 3. Assessment of Lien; Enforcement of Payment. An assessment shall become a lien against each lot on the date notice of the assessment is given to the lot owner. Assessments shall also be the personal obligation of the owner (and the joint and several obligation of all owners if more than one) of each residential lot at the time when the assessment becomes a lien. Members who fail to pay any assessment or any installment thereof within twenty (20) days of the due date shall be subject to a finance charge on the delinquent amount at the maximum rate permitted by law. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the Recorder of Lucas County, Ohio:

Notice of Lien

Notice is hereby given that Flanders Meadows Association claims a lien for unpaid assessments for the year(s) __________ in the amount of $__________ against the following described premises:

_________ (Insert legal description)

The records of the Association indicate that __________ is (are) the present owner(s) of such premises.

FLANDERS MEADOWS ASSOCIATION

By ____________________

STATE OF OHIO

COUNTY OF __________

The foregoing instrument was acknowledged before me this ______ day of __________ 19____, by ____________________, of __________ of Flanders Meadows Association, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

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In the event any installment of any assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses of collection and foreclosure in that behalf, including attorney fees. No owner may waive or otherwise escape liability for any assessments provided for herein by non-use of any common areas or facilities located in Flanders Meadows or by abandonment of his lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage which was recorded prior to the notice of lien shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the owner(s) of such lot for such assessment. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4. Certificate of Payment. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner’s residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 5. Assignment by Developer. Developer, by an instrument in writing in the nature of an assignment, may vest the Association, if and when formed, with the rights, privileges and powers herein retained by Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

Section 1. Restrictions Run With the Land. Each grantee of 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 Developer and the Association, created or reserved by this Declaration of Restrictions or by the 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 insure 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. The
violation of any restriction or condition, or the breach of any
covenant or provision herein contained shall give Developer 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 hereof, and Developer or its successors or assigns, or
the Association, or its agents, shall not thereby be deemed guilty
of any manner of trespass; or (b) to enjoin, abate or remedy by
appropriate legal proceedings, either in law or equity, the
continuance of any breach.

Section 2. Architectural Approval; Non-Liability for
Determinations. In requiring the submission of plans and
specifications and in requiring the consent or approval of
Developer as herein set forth, Developer intends to implement the
development of Flanders Meadows as an architecturally harmonious,
artistic and desirable residential subdivision. In approving or
withholding its approval of any detailed plans and specifications
so submitted, Developer may consider the appropriateness of the
improvement contemplated with relation to improvements on
contiguous or adjacent lots, the artistic and architectural merits
of such improvement, its adaptability to the lot on which it is
proposed to be constructed and such other matters as may be deemed
to be in the interest and for the benefit of the owners of lots as a
whole. Any determination made by Developer or its assigns, in
good faith, shall be binding on all parties in interest. Although
Developer is granted by this Declaration of Restrictions certain
discretion and rights of approval, disapproval and interpretation,
the owners of residential lots in Flanders Meadows, as further
consideration for the conveyance to them of such lots, do,
for themselves, their heirs, personal representatives, successors and
assigns, and their successors in the ownership of such lots, by
their acceptance of the conveyance of such lots, release and
forever discharge the Developer from any claims they may have
against the Developer arising out of their exercise of such
discretion and such rights of approval, disapproval and
interpretation and/or for their failure to exercise such
discretion, rights of approval, disapproval and interpretation.

Section 3. No 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.

Section 4. Severability. The invalidity of any
restriction hereby imposed, or of any provision hereof, or of 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.

Section 5. Violation of Rules and Regulations. A
violation of any of the rules and regulations adopted by Developer
or by the Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. Successors. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of, Developer's successors and assigns.

Section 7. Release of Authority. Developer reserves the right to surrender all or any approval or similar rights retained by it hereunder or to assign such rights to any successor to Developer's interest in Flanders Meadows or to the Association. Developer shall incur no liability to any lot owner or others by reason of such surrender or assignment.

ARTICLE FOUR

Section 1. Perpetual Term. These covenants and restrictions shall run with the land and shall be binding upon Developer and all persons claiming under or through Developer until the first day of January, 2019, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 2. These covenants and restrictions may be amended prior to January 1, 2019 with the written approval of the then owners of not less than two-thirds (2/3) of the lots in Flanders Meadows, which amendment shall become effective with the filing with the Lucas County, Ohio Recorder of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2019 and may be amended or terminated thereafter with the written approval of the owners of not less than a majority of the lots in Flanders Meadows upon the filing of an instrument as aforesaid with the Lucas County, Ohio Recorder.

IN WITNESS WHEREOF, McGowan-Flanders, Inc. has caused this Declaration to be executed on the day and year first above written.

WITNESSES:

Sally J. Neary

McGOWAN-FLANDERS, INC.

By

James H. McGowan, President

And

Michael S. McGowan

Secretary
STATE OF OHIO )
 ) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 12th day of May, 1994, by James M. McGowan, President, and Michael S. McGowan, Secretary, of McGowan Development Company, an Ohio corporation, on behalf of the corporation.

Sherry L. Grubbs
Notary Public

Notary Public State of Ohio
My Commission Expires May 29, 1996

CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, Fifth Third Bank of Northwestern Ohio, N.A., Mortgagee of lot numbers one (1) through nine (9), both inclusive, in Flanders Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions for Flanders Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio, this 12th day of May, 1994.

WITNESSES:

Melissa Caldwell
By Jerome J. Straub
Vice President

STATE OF OHIO )
 ) SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 11th day of August, 1997 by Jerome J. Straub, Vice President of Fifth Third Bank of Northwestern Ohio, N.A., on behalf of the bank.

Melissa Caldwell
Notary Public

MELISSA MAY CORDAY
Notary Public State of Ohio
My Commission Expires May 16, 1999

This Instrument Prepared By:
Michael S. McGowan, Esq.
Shumaker, Loop & Kendrick
1000 Jackson
Toledo, Ohio 43624

Mail To:

RECEIVED & RECORD
MAY 12 1994
SUE RIOUX
RECEIVED & RECORDED
MAY 12 1994