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 UPON
FULLER’S CREEKSIDE GLENS, A SUBDIVISION
IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO

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

WHEREAS, Fuller’s Creekside Glens is a subdivision in Washington 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 plats thereof known as Plat I (lots 1 to 119 both inclusive, and Lots A and B) which plat is recorded in Volume 59 at page 27 of the Plat Records of the Recorder of Lucas County, Ohio; and known as Plat II (lots 120 to 241 both inclusive) which plat is recorded in Volume 59 at page 28 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 Fuller’s Creekside Glens in order to perpetuate said subdivision as an architecturally harmonious, artistic and desirable residential district, and to continue to maintain and perpetuate the general plan as originally made effective upon the platting of said subdivision.

NOW, THEREFORE, in consideration of the premises, and in consideration of the benefits accruing to the undersigned person who is now or shall hereafter become the owner of any interest in and to any lot or part thereof in Fuller's Creekside Glens, and to include all lots or any part thereof now owned and held by the undersigned, Hillway Development Company (an Ohio Corporation, hereinafter called "DEVELOPER") and Hillway Construction Company (an Ohio Corporation), we hereby declare, covenant and agree that all the lots or any part thereof owned by the undersigned in Fuller's Creekside Glens, a Subdivision in Washington Township, Lucas County, Ohio will henceforth be held, occupied and conveyed by us subject to certain restrictions set forth hereinbelow, and the undersigned for themselves and their successors and assigns specifically agree to include said restrictions in any and all 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 Fuller’s Creekside Glens (except lots A and B while same are devoted to the use herein described for said lots) 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 in the manner following, to wit:

(a) All lots shall be residential lots for single family occupancy. No structure shall be erected, altered, placed or permitted to remain on any lot other than herein described and shall not exceed two stories in height and a private garage for not more than two cars.

(b) No house shall be erected on any lot nearer than the distance shown on the recorded plat to the front lot line, nor nearer than ten percent (10%) of the width of the lot to any side lot line. Detached garages not in excess of two car capacity may be built not nearer than 3 feet to any side lot line.

(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 hereabove, shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted on any lot. No trailer 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 live stock or noxious, dangerous or offensive thing, whether of the character of those herein before 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 installations and maintenance, as shown upon said recorded Plat as "5' Utilities Easement"; with the full and unrestricted power to grant rights-of-way and/or easements thereon for such purposes to public utility corporations and/or governmental authorities.

(g) No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot therein known and described as a residential lot.

(h) A chain link fence, not in excess of 42" in height may be built along the rear or side yards. No fences shall be built in front yards. No solid type fence or wood fence shall be permitted.

(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 30 years after date hereof, 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 a Plat elect in writing to amend, change or terminate the restrictions as to such Plat.

(j) No building or other structure shall be erected, moved or maintained on any lot unless 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, its successors and assigns, and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

Said Developer, its successors and assigns, may at its option disapprove any plan which in its opinion may not blend with the houses either built or planned for the future in said Fuller's Creekside Glen by reason of architectural design, area, size, appearance, harmony, taste, type of material or esthetic appeal.

Approval and disapproval rights and duties under this provision (j) shall be vested in Developer or its successors and assigns during the period expiring on December 31, 1966, or on the date when all lots in Plats I and II shall have been sold to home owners, whichever date be earlier. From and after said date of expiration, approval and disapproval rights and duties shall be vested in and are hereby transferred and assigned to an Architectural Control Committee for Plat I as to lots in Plat I, and in an Architectural Control Committee for Plat II as to lots in Plat II. The Plat I Committee shall be composed of three or more members, appointed by a duly recorded written instrument executed by a majority of the record owners of the lots in said Plat; and the Plat II Committee shall be similarly appointed by a majority of the record owners in Plat II; and until said Committee shall
have been so appointed for Plat I and/or so appointed for Plat II, the follow-
ning named persons shall serve and are hereby appointed as the Committee, for
Plat I and also as the Committee for Plat II: Paul J. Fuller, 2165 Evansdale
Avenue, Toledo 7, Ohio; Paul E. Yost, 348 Conley Drive, Toledo 12, Ohio and
Ray H. Miller, 3835 Brookside Road, Toledo 6, Ohio. A majority of a Com-mittee
can designate a representative to act for it. In the event of death or re-
signation of any member of a committee, the remaining members shall have full
authority to designate a successor. Neither the members of a Committee nor
its designated representative shall be entitled to any compensation for ser-
VICES performed pursuant to this covenant. At any time, the ten or
owners of a majority of the lots in a Plat shall have the power through a
Duly recorded written instrument to change the membership of a Committee for
such Plat or to withdraw from the Committee or restore to it any of its powers
and duties.

(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 development or subdivision to prosecute any
proceedings at law or in equity against the person or persons violating or
attempts to violate any such covenant and either to prevent him or them
from doing or to recover damages for such violation or both.

(l) If any of the covenants or restrictions herein contained are
held invalid 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 undersigned Developer, Hillway Development Co., hereby
guarantees that it will construct (in the streets or utility easements) and
pay for the following improvements in said Fuller’s Creekside Glens: storm
sewers, paved streets with curbs (except in Villemar Road and Suder Avenue,
which already have pavements without curbs), water supply lines, and sanitary
sewers, together with sewage treatment plant in lot B (which lot B may continue
to be used, fenced, etc., for operations of said plant, other provisions of
this Declaration to the contrary notwithstanding). In accordance with law,
said improvements shall be constructed under inspection of the proper county
governmental authorities; and upon completion, the ownership thereof to-gether
with lot B will pass either by dedication, operation of law or conveyance to
the proper governmental authorities. Lots in said addition shall not be as-
essed by any governmental authority for the cost of said original construction
of said improvements; but, of course, will be subject in the future to all
lawful assessments by the proper governmental authorities for maintenance, re-
pair and operation of said improvements for the benefit of said lots, together
with assessments for reinforcing water lines, intercepting sewers or like
public improvements which may be lawfully constructed and assessed in the
future for the benefit of said lots.

(n) **Playdium Club provisions.**

The following provisions apply only to Plat I, lots 1 to 119 in-
inclusive:

(1) Hillway Development Co. (hereinafter referred to as the
Developer) has caused to be incorporated under the laws of the State of
Ohio, a corporation not for profit, named "Playdium Club of Creekside Glens",
hereinafter referred to as the Club, for the benefit and improvement of lots
in Plat I (lots 1 to 119 inclusive). The Articles of Incorporation of said
Club were filed with the Secretary of State of the State of Ohio on August
26, 1961, being corporation number 303,279. The Developer at Developer's
expense will construct and place in operation a swimming pool, playground and
recreational area upon a portion of lot A; same to be operated, managed and
controlled by the Club, with all operational expenses being borne by the Developer until September 30, 1963; and no dues or assessments shall be levied upon members of the Club (other than Developer) or upon lots until after said date. When 90 or more of said 119 lots in Plat I have been sold by the Developer (and houses thereon occupied) but in no event later than September 30, 1963, the Developer shall by deed convey lot A, together with the improvements and recreational equipment thereon, to the Club free and clear of mortgage. (Lot A may continue to be used, fenced etc. for said purposes; other provisions in this Declaration to the contrary notwithstanding.)

(2) The Articles of Incorporation of the Club, limit membership in the Club to 122 members, and authorize the Club to issue 122 membership certificates, which shall be numbered according to lots numbers 1 through 119 in Plat I of Ruler's Creekside Glens, with the remaining 3 memberships being inactive non-assessable memberships without Club privileges until assigned by Developer herein provided. All of said 122 membership certificates have been issued to the Developer; and each certificate shall entitle the holder thereof to one vote at all meetings of the members. Following the sale of each of the lots in said Plat I, by Developer, and upon the completion of a residence thereon, Developer shall (and does hereby covenant and agree to) assign and transfer to the owner of such lot and completed residence, the certificate of membership in the Club bearing the number corresponding to the number of such lot, and such owner shall thereupon be entitled to membership in and to the privileges and responsibilities of the Club for himself and his family residing in such residence; which membership together with all memberships shall be subject to all of the provisions of the Club's Articles of Incorporation, Code of Regulations, By-Laws and Rules, as now in effect or later duly amended or adopted by the Club. The execution and delivery of a deed or other effective transfer of ownership of such lot owner's interest in such lot, shall terminate such owner's membership in the Club and the new owner shall thereupon be entitled to membership; and if the Certificate of Membership be not assigned by the old owner to the new owner, the Club shall cancel the old certificate, and shall issue a new certificate of membership to the new owner and/or subsequent owner. Fractional (and/or less than fee simple) interests in a lot shall constitute but one membership in the Club, to the end that there shall be one membership per resident family per lot. All memberships, assignments of certificates, transfers of memberships, and privileges of membership shall be subject to and controlled by said provisions of said Articles, Code, By-Laws and Rules.

(3) After September 30, 1963, each of the residential lots in Plat I shall be subject to an assessment annually or oftener for its proportionate share of the expenses and costs of operating, maintaining and improving the Club and its property. Based upon now existing economic conditions, it is estimated but not guaranteed that these assessments will be approximately $40.00 per year per lot. The amount of the assessment and the time for payment shall be determined by the majority vote of the Club members present in person or by proxy and entitled to vote at a meeting called for that purpose upon not less than one week's written notice of the time and place thereof given by regular U.S. Mail to the last known address of the members, and in accordance with the provisions of the Club's said Articles, Regulations, By-Laws and Rules. At said meeting a financial report for the last preceding fiscal year will be submitted to the meeting together with a budget estimating the amounts required for operations during the ensuing year. A notice of the amount and due date of each assessment shall be mailed to each lot owner at his last known address within one month after same has been so voted by the members of the Club, and each owner so notified shall thereupon become personally liable to the Club therefor. If there be a default in payment of any assessment for more than two months after the same becomes due, the entire unpaid balance of the assessments shall
thereupon be all due and payable; and the Club may proceed to collect said assessments by process of law, together with all costs and expenses in connection therewith. The Club may suspend and/or exclude from membership any member upon the ground that such member has failed or refused to pay any assessment for more than one month after the same becomes due, or upon any other ground provided by the Code of Regulations, By-Laws or Rules of said Club, all in accordance with procedures established by said Regulations, By-Laws or Rules; but such suspension and/or exclusion shall not relieve the liability of such member for payment of said assessments theretofore or there-after duly voted.

IN WITNESS WHEREOF, the undersigned Developer, Hillway Development Co., and the undersigned Hillway Construction Co., as owners of all of the lots in Fuller's Creekside Glen, Plats I and II, have hereunto subscribed their names and executed this Declaration of Restrictions this 24th day of August, 1961.

Hillway Development Co.
By Paul J. Fuller, President
By Frederick R. Fuller, Secretary

(HOEVER)

Hillway Construction Co.
By Frederick R. Fuller, President
By Elizabeth H. Lake, Secretary

Two witnesses.

Acknowledged August 24, 1961, by Hillway Development Co., an Ohio corporation, by Paul J. Fuller, President, and Frederick R. Fuller, Secretary and by Hillway Construction Co., an Ohio corporation, by Frederick R. Fuller, President, and Elizabeth H. Lake, Secretary and by authority of the respective Boards of Directors in Lucas County, Ohio, before a Notary Public, State of Ohio, (seal).

IN WITNESS WHEREOF, the undersigned as mortgagee, under mortgage recorded in Volume 120, Page 433 of Lucas County Mortgage Records, has hereunto subscribed its name and executed this Declaration of Restrictions, in order to join therein, this 24th day of August, 1961.

First Federal Savings and Loan Association of Toledo
By Donald A. Baker, Vice-President
By Florence J. Lupe, Secretary

Two Witnesses.

Acknowledged August 24, 1961 by First Federal Savings and Loan Association of Toledo, a United States Corporation, by Donald A. Baker, Vice-President and Florence J. Lupe, Secretary, and by authority of the Board of Directors, before a Notary Public, Lucas County, Ohio (seal).

Received for record August 25, 1961, and recorded in Volume 2020 of Mortgages, Page 73.