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.
By Deed dated November 2, 1921, The George A. Howard Farming Company conveyed Lots 1 to 92 both inclusive in Howard Farms, Plat 1, an Addition in Jerusalem Township, Lucas County, Ohio, to The Commerce Guardian Trust and Savings Bank and does hereby give and grant to said grantee herein, its successors and assigns, the same rights and privileges over the streets and rights of way and over and upon lots 119 and 158 Howard Farms Plat 2 as are granted to the owners of lots in said Howard Farms Plat 2 by the grantor herein.

To have and to hold the same to said grantee, its successors and assigns forever, subject, however, to and upon the covenants, agreements, easements, restrictions, provisions, conditions and charges heretofore set forth, which it is agreed, shall benefit and be binding upon all said above described real estate, excepting said lots Nos. 90, 91 and 92 on said plat and shall benefit and
be binding upon the present and future owners and occupants of all said premises aforesaid, except the present and future owners and occupants of said Lots 90, 91 and 92, said Grantor hereby covenanting that the title so conveyed is clear, free and unencumbered except as to taxes and assessments and reservations shown on the recorded plat of said addition and that it will warrant and defend the same against all claims whatsoever, excepting said taxes, assessments and reservations aforesaid.

The covenants, agreements, easements, restrictions, provisions, conditions and charges hereinbefore referred to and which shall benefit and be binding upon said premises and the owners and occupants thereof except as hereinbefore stated are as follows:

Second: Each of said lots, excepting Lots 90, 91 and 92 shall be subject to an annual maintenance and management charge of $4.00 per acre, payable on the second day of January of each year hereafter in advance to The George A. Howard Farming Company or such person or corporation as it shall designate and said sums so paid shall be used to create a maintenance and management fund which shall be used and applied so far as same may be sufficient, for constructing, operating, repairing, maintaining and improving storm water drains, land drains, ditches, lagoons, dikes and drainage systems on said lands shown on said plat, including the expense of pumping stations and purchase, repair and care of equipment therefor, payment of taxes on Lots 119 and 158 and for maintaining the streets and rights of way in Howard Farms Plat 2 and for the management fee to the said The George A. Howard Farming
Company, its successors and assigns, for supervision of said work and expenditure of said funds, for doing all other things necessary or desirable in the opinion of the grantor, its successors and assigns to keep the property in said plat in neat and good order or within the opinion of said grantor, its successors and assigns may be of general benefit to the owners or occupants of the land included in said plat, or for any purpose which may arise demanding immediate action for the common protection of the owners of land in said plat or tract.

In the event that said maintenance and management funds shall at any time be insufficient to make special repairs and replacements due to destruction by storm, accident or any agency other than normal wear and tear of operation, said grantor, its successors and assigns shall have the right to levy and collect a special emergency assessment on each and every lot in said Addition, which assessment shall not exceed $5.00 per acre, for any one year, the total amount of said assessment to be determined by said grantor, its successors and assigns, and the same to be pro-rated on all lots in said addition, in proportion to the area and to be payable at the time and to the person or corporation said grantors may designate and any person holding title to any of said lot or lots after date hereof shall be deemed to have agreed for himself, his heirs and assigns to pay said assessment when levied, and that said charges and special assessments shall be a lien upon said premises, until paid, the same as assessments levied by public authority.

Received for record November 18, 1921 at 2:45 P.M., and recorded in Volume 566 of Deeds, page 22.
An agreement entered into June 6, 1946 by various lot owners in said Howard Farms, sets forth the annual maintenance and management charges outlined in deed recorded in Volume 566 of Deeds, page 22, and the order of Court in Case Number 162439, shown above.

Said agreement provides that

WHEREAS, the maintenance and management charges upon and against said lots are now largely in arrears, and the parties hereto desire to adjust said charges and delinquencies, and to agree to a future plan of maintenance and management which will more fully meet the present requirements of said Howard Farms, Plat One.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable considerations, it is agreed by and between the parties hereto as follows:

1. That Agricultural Investors, Inc., an Ohio corporation, is and shall be conclusively deemed to be by all parties signing this agreement and by their heirs, executors, administrators, assigns, grantees and successors in title to real estate in said Howard Farms Plat One, the lawfully constituted and acting agency to collect all maintenance and management charges and to enforce all liens arising or created by virtue of said underlying deed dated November 2, 1921 or payable or enforceable by virtue of this agreement, and that any successors to said Agricultural Investors, Inc. who may hereafter be appointed in the manner hereinafter provided shall succeed to all the rights, duties and obligations of said Agricultural Investors, Inc.

2. That in consideration of the payment by the parties hereto to Agricultural Investors, Inc., receipt of which is hereby acknowledged, of the sum of $1489.60 any and all maintenance charges
due and payable to and including December 31, 1945 by each party signing this agreement or by their predecessors in title to the respective lots owned by each such signatory, is hereby deemed to have been fully paid and satisfied.

3. Each and every lien upon or against each and every lot in said Howard Farms, Plat One, Jerusalem Township, Lucas County, Ohio, which is enumerated opposite the name of the respective signers hereof at the end of this agreement, and each and every lien against any such lot which may result from the non-payment of said maintenance and management charges created by said deed dated November 2, 1921 to and including December 31, 1945, is hereby acknowledged to be fully paid and satisfied, and is hereby released of record.

This release of lien, and the satisfaction of said maintenance charges in the next preceding paragraph recited, is and shall be conditioned, however, upon the consummation of and compliance with, the requirements set forth in the next succeeding paragraph 4 hereof.

4. Agricultural Investors, Inc. shall forthwith file an application and account with the Court of Common Pleas of Lucas County, Ohio, praying to be relieved of its duties and obligations relative to the maintenance and management of Howard Farms, Plat One, said application shall further pray for the appointment of 5 Trustees, who shall be owners of real estate in said Plat One. Such Trustees shall succeed to all the rights, liens, and obligations created and accruing to The George A. Howard Farming Company by virtue of said deed dated November 2, 1921 and all the rights, liens and obligations of its successors, Agricultural Investors, Inc. Said Trustees shall serve until their successors shall have been duly
appointed, such appointment to be made, as the occasion shall arise, by the Court of Common Pleas of Lucas County, Ohio, upon application filed by any Trustee or by any owner or owners of lots in said Howard Farms, Plat One. A majority of the Trustees at any time acting pursuant to such appointment shall have the power to bind the Trustees and the parties hereto, their heirs, administrators, executors, assigns and grantees.

Each party hereto agrees to and hereby does enter his appearance in said proceedings to be so filed for the appointment of Trustees to succeed Agricultural Investors, Inc., and does hereby consent to the jurisdiction of said court for said purpose.

5. It is hereby covenanted and agreed that from and after the date hereof, as to each and every party signing this agreement, and as to the heirs, administrators, executors, assigns, grantees and successors in title of such parties (all hereinafter referred to as "successors and assigns") the maintenance and management charges shall be paid at the times, in the manner, and for the uses and purposes set forth in paragraph "Second" of said underlying deed from The George A. Howard Farming Company to The Commerce Guardian Trust and Savings Bank, dated November 2, 1921, to the Trustees appointed as hereinafore set forth, and that upon the default of any such payment, such charges and assessments shall be a lien upon said premises, until paid, the same as assessments levied by public authority.

Provided, however, that each and every party hereto, his successor or assign, who shall, from and after January 1, 1946, pay to said Trustees an annual amount computed upon the basis of Two
Dollars and Fifty Cents ($2.50) per acre for and as maintenance and management charges, shall be conclusively deemed to have fully paid and satisfied the requirements set forth in said paragraph "Second" of said deed dated November 2, 1921 and set forth herein, and no lien shall arise against the property of any such person, his successor or assign, who shall pay the charges herein in this paragraph specified.

The covenants, agreements, provisions, conditions and charges herein set forth shall benefit and be binding upon the premises of the parties signing this instrument and the owners and occupants thereof, their successors and assigns, and shall be and constitute a valid, binding and incontestable covenant running with the land.

Each party hereto does, for himself, his heirs, administrators, executors, assigns or grantees grant to the Trustees, their successors, employees or agents, the right to enter upon, cross, or work upon their premises in said Plat One Howard Farms for the purpose of performing any acts reasonably necessary or proper to be done in the course of the duties or functions permitted expressly or impliedly by the terms of said deed dated November 18, 1921 or hereunder.

6. It is understood that all of the parties hereto other than Agricultural Investors, Inc. and Herman Wiener, hereby undertake and agree that this agreement shall be duly signed, acknowledged and executed by each and every record owner of real estate in Howard Farms, Plat One. Should any such owner fail or refuse to become a party hereto, the said Herman Weiner and/or Agricultural Investors,
Inc. may, at his or its option:

a) Refuse to regard this agreement as binding and enforceable, and so entitle him or it to enforce any existing rights possessed by him or it, or

b) Require the Trustees appointed as hereinabove provided to foreclose forthwith the liens now or hereafter existing against the property of any such owner who shall have so failed or refused to become signatories hereto. The expense of such action shall be deemed to be an expense of management and payable out of the maintenance and management funds.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in Lucas County, Ohio, as of the day and date first above written.

Signed by Albert Zunk and Ella Zunk, owners of Lot 86,
Two witnesses,
Acknowledged without date, before a Notary Public, Lucas County, Ohio, (Seal).
Received for record June 6, 1946 and recorded in Volume 1216 of Deeds, page 422.