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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MEADOWBROOK PLAT II, AN ADDITION
IN ADAMS TOWNSHIP, LUCAS COUNTY, OHIO

DECLARATION OF COVENANTS AND RESTRICTIONS, made this 24 day of June, 1958 by and between Meadowbrook Land Company, an Ohio Corporation having its principal place of business at Toledo, Ohio, hereinafter called "First Party," and Lowell G. Smith and Mabel S. Hartman, both of Toledo, Ohio, hereinafter called "Second Parties;"

WITNESSETH THAT:

WHEREAS, First Party is the present owner of each and every one of the lots known as Lots numbered 9 to 35, inclusive, in the Addition in Adams Township, Lucas County, Ohio, known as Meadowbrook Plat II, the Plat of which addition is recorded in Volume 57, page 28 of the Record of Plats of Lucas County, Ohio; and

WHEREAS, Second Parties are the holders of a mortgage recorded in Volume 1862, page 369 of the Mortgage Record of Lucas County, Ohio, which mortgage is a lien on all of the said lots in said Addition; and

WHEREAS, First Party desires to impose covenants and restrictions on the use of said property, which covenants and restrictions shall be as hereinafter provided, and Second Parties, for themselves, their heirs and assigns, consent thereto;

NOW, THEREFORE, for the benefit and protection of the parties hereto, their respective heirs, successors and assigns, and each of the future owners of each of said lots in said Addition, and in order to establish a general plan of restrictions covering the use and occupancy of each of said lots hereafter sold, conveyed or transferred by it, or by its successors and assigns (including transfers by operation of law) shall be deemed to be sold, conveyed and transferred subject to the following covenants, agreements, conditions and restrictions, to wit:

1.
1. **Land Use and Building Type.** No lot shall be used except for residential purposes and only one single residence may be erected on each lot. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one single-family dwelling house of not to exceed two stories; (b) one private one, two or three-car garage, which may be attached to or located under the dwelling house, if desired, and which, if located under the dwelling house shall not be considered as one of the two stories referred to in clause (a) of this paragraph 1; and (c) such other accessory buildings as may be permitted by the Architectural Control Committee hereinafter provided for. No dwelling shall be erected having a ground area of less than 1250 square feet overall which may include a one, two or three-car garage.

No lot or lots shall be re-subdivided into building lots, nor shall any building or structure be erected on any lot having an area or street frontage less than that shown on the original recorded plat.

2. **Architectural Control.** No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereon be made until the plans and specifications prepared by a competent architect, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee, hereinafter provided for, and finally approved and lodged permanently with such Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans,
specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

3. **Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 9 feet to any side street line. No building shall be located nearer than 9 feet to an interior lot line, except that no side yard exceeding ten percent of the width of the lot shall be required for a detached garage or other permitted accessory building located 50 feet or more from the minimum building set back line. No detached garage or other accessory building shall be located nearer than 25 feet to the rear lot line.

4. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot. No owner of any lot shown on the recorded plat shall have the right to reserve or grant any easement or right of way in, upon or over any of the lots in said plat without the written consent of either the First Party or the Architectural Control Committee hereinafter provided for.

5. **Nuisances.** There shall not be constructed, suffered, permitted, committed, maintained, used or operated on any lot included in said recorded plat any nuisance of any character and the determination by the First Party, its successors and assigns, as to what constitutes a nuisance within the meaning of this Paragraph 5 shall be conclusive and binding, and no lot owner or other person shall be entitled to any
injunction to prevent First Party, its successors and assigns, from
determining whether or not a breach of this covenant has taken
place or from enjoining the abatement thereof.

In particular (but without limiting the generality of the
foregoing), there shall not be constructed, suffered, permitted,
maintained, used or operated on any lot in said recorded plat; any
stable, cattle yard, hog pen, fowl yard or house, privy vault or
any form of privy or outside toilet; nor any plant, works, shop,
store or structure used for the purpose of carrying on any trade
or business.

No animals, livestock or poultry of any kind shall be
raised, bred or kept on any lot in said plat, except that dogs, cats
or other household pets may be kept, provided they are not kept,
bred or maintained for any commercial purpose.

No lot shall be used or maintained as a dumping ground.
Rubbish, trash, garbage or other waste shall not be kept on the
premises except in sanitary containers. All incinerators or other
equipment shall be kept in a clean and sanitary condition.

No trailer of any type shall be parked, kept or stored
on any lot in said plat unless the same be parked, kept or stored in
a private garage or other accessory building which has been erected
with the consent and approval of the Architectural Control Committee
hereinafter referred to.

No trailer, basement, tent, shack, garage, house-car or
other temporary shelter shall be maintained or used as a residence,
temporarily or permanently, on any lot in said plat, and no dwelling
house on any such lot shall be used at any time as a residence or for
living quarters for any person, temporarily or otherwise, unless
and until completely finished (both exterior and interior) according
to the approved plans and specifications therefor.
No sign of any kind shall be displayed to the public view on any lot in said plat, except one sign (of not more than one square foot) for Doctors of medicine; one sign (of not more than six square feet) advertising the property for sale or rent; and signs used by a builder to advertise the property during the original construction period. This paragraph, for a period of 5 years from the date hereof, shall not apply to signs erected by First Party, its successors or assigns, advertising the development of or the sale of lots in the above mentioned plat or any of the other plats in Meadowbrook Addition.

6. Sewage Disposal. Pending availability of public sewers, sewage disposal on each lot in said Addition shall be affected by means of individual septic tanks or other equally sanitary structures or equipment for the storage or disposal of sewage. The type and size of said tanks, structures and equipment and the location and construction of same on the lot shall be approved in writing by the Health Department of Lucas County or any other governmental authority having, at the time, jurisdiction of the premises.

7. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall be composed of the President and Secretary of said Meadowbrook Land Company until such time as said Company has conveyed 90% of the lots in said Addition, after which said Committee shall be composed of 3 lot owners in said Addition to be appointed by an instrument in writing signed by the then record owners of a majority of said lots, provided, however, that until such time as said Committee is appointed by a majority of said lot owners, the President and Secretary of said Meadowbrook Land Company shall continue as such Committee. A majority of said Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor in the absence of action by the lot owners for more than 30 days
following such death or resignation.

Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. At any time after said Meadowbrook Land Company has conveyed to others 90% of the lots in said Addition, the then record owners of a majority of the lots shall have the power, by executing a written instrument and recording the same in the Recorder's Office of Lucas County, Ohio, to change the membership of the Committee or to change any of its powers and duties.

(b) Procedure. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed approved.

8. The covenants and restrictions in this Declaration contained shall run with the land and and shall inure to the benefit of and be binding upon every owner of each and every lot in said Addition, and their respective legal representatives, heirs, successors and assigns, for a period of 25 years from date of this Declaration, at the end of which period said covenants and restrictions shall automatically be renewed for successive periods of 10 years unless 75% or more, of the then owners of record of the lots in said Addition shall agree in writing to changes and said changes are made in a lawful manner, such agreement to be recorded in the Office of the County Recorder of Lucas County, Ohio.

9. Enforcement. Each and all of the covenants and restrictions in this Declaration contained shall be enforceable by injunction or by other form of action available to the parties aggrieved and to First Party or its successors and assigns. Invalidation of any one or
of these covenants and restrictions by the judgment, order or decree of any court shall in no wise affect any of the other provisions hereof, but same shall be considered severable and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed duplicate copies hereof as of the day and year first above written. Said First Party, Meadowbrook Land Company, has no corporate seal.

MEADOWBROOK LAND COMPANY,
By: J.W. Macksey, President,
   Dorothy J. Macksey, Secretary,
   Lowell G. Smith,
   Mabel S. Hartman.

Six witnesses, two as to each signature.

Acknowledged June 24, 1958 by Meadowbrook Land Company, by J. W. Macksey, President, and Dorothy E. Macksey, Secretary, by authority of its Board of Directors; and by Lowell G. Smith and Mabel S. Hartman, before a Notary Public, Lucas County, Ohio (Seal).

Received for record June 24, 1958 and recorded in Volume 1889 of Mortgages, page 595.