MEADOWBROOK PLAZA

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DECLARATION OF RESTRICTIONS FOR
MEADOWBROOK PLAZA
A SUBDIVISION IN THE CITY OF TOLEDO,
LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by HILL-REN CO., a
partnership, this 18th day of August, 1977;

WITNESSETH:

WHEREAS, Hill-Ren Co., a partnership, is the owner of the
following described real estate, situated in the City of Toledo, Lucas
County, Ohio, viz:

Lots numbers one (1) to twelve (12), inclusive, in
Meadowbrook Plaza, a Subdivision in the City of Toledo,
Lucas County, Ohio.

WHEREAS, Hill-Ren Co., as owner, does desire to establish
a general plan for the development of Meadowbrook Plaza, and which
will be for its benefit and the benefit of all future owners or
occupants of all or any part of said premises, of any lot, lots or
part thereof, located and situated in Meadowbrook Plaza, and in order
to perpetuate such Subdivision as an architecturally harmonious, and
desirable district, and to continue to maintain this general plan as
originally made effective upon the platting of said Subdivision;

NOW, THEREFORE, Meadowbrook Plaza in consideration of further
enhancement in value of said property and of the benefits accruing to
the future owners of said lots, and for the mutual benefit and protection
of each present and future owner of any interest in and to any lot or
part thereof in Meadowbrook Plaza, and by reason of the adoption of the
Restrictions hereinafter set forth, does for itself, and its successors
and assigns, hereby declares and stipulates that said lots shall be
conveyed subject to the Restrictions hereinafter declared and that the
same shall run with the land.

Section 1 - Duration of Restrictions. These covenants and
restrictions shall bind and run with the land and shall be binding
upon said owner and all persons claiming under or through it, said owner
and/or mortgagees, until 25 years from the date hereof, at which time
said covenants and restrictions shall be automatically extended for
successive periods of 10 years.

Section 2 - Plan Approval. No Building, swimming pool, fence,
hedge, wall or any addition thereto or any alterations thereof shall be
erected, reconstructed, placed or suffered to remain upon said premises,
unless nor until the size, location, type, style of architecture, use,
the materials of construction thereof, the color scheme therefor, the
grading plan of the lot, including the grade elevations of said Buildings
the plot plan showing the proposed location of said Building upon said
premises and the plans, specifications and details of said Building shall
have been approved in writing by Hill-Ren Co., or its successor, and a
true copy of said plans, specifications and details shall have been
lodged permanently with Hill-Ren Co., and no Building except such as
conforms to said plans, specifications and details shall be erected,
reconstructed, placed or suffered to remain upon the said premises.
Section 3 - Office Use. Lots one (1) through twelve (12) shall be used solely for offices or professional use, no retail business will be allowed on these lots.

Section 4 - Building Location on Lot. No Building shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said Subdivision, or nearer to any side line or rear line than shall be determined by Hill-Ren Co. in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said Building shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cochere and other similar projections of said Building. The parcel of land upon which a Building is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Meadowbrook Plaza, but only with the written consent of Hill-Ren Co.

Section 5 - Architectural Control Committee. The Architectural Control Committee shall at all times be composed of three (3) members appointed by the developer, Hill-Ren Co. who shall be empowered to change members of the Committee and fill vacancies on said Committee. The original members of said Committee shall be Anthony J. Falzone, James Pfeiffer and Peter Cardillo. The approval in writing of any two (2) members of said Committee of three (3) shall be sufficient for the approval of plans and specifications which may come within the purview of said Committee. The senior member of said Committee is the Chairman and shall be empowered to fill vacancies as they occur.

Section 6 - Lot Use. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said Subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamentations for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon and the construction or planting of a fence of any kind. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and failing in which Hill-Ren Co. may cause same to be cut or removed at expense of said lot owner.

Section 7 - Utility Easements. Hill-Ren Co. reserves to itself, its successors and assigns, a perpetual easement, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Meadowbrook Plaza designated at utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Meadowbrook Plaza upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.
Section 8 - Noxious Use. No spirituous or fermented liquors of any kind shall be manufactured or sold either at wholesale or retail, upon said premises, nor shall any industry, business or trade, occupation or profession of any kind be conducted, maintained or permitted upon said premises. No well, or any other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light or any other purposes, and no advertising sign, billboard or other advertising device, except real estate "For Sale" signs not to exceed 3 feet by 4 feet, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said Building without the consent of Hill-Ren Co. first having been obtained.

Section 9 - Grades. Hill-Ren Co. reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any Building shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 10 - Temporary Structures and Storage. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence. No boats, busses, trucks, vacation trailers, camping trailers or house trailers, etc. shall be stored or parked in the yards (front, side, or rear) or on the driveways of any of said lots in said Subdivision.

Section 11 - Debris and Rubbish. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except as may be stored in a garage, basement or underground containers.

Section 12 - Enforcement. Hill-Ren Co. and its successors 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 Hill-Ren Co., and Hill-Ren Co. shall not by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Hill-Ren Co. 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 and continuing further or succeeding breach or violation thereof, and Hill-Ren Co. shall at any and all times have the right to enforce the same.

Section 13 - Modification. In connection with the provisions herein contained and with special reference to the Architectural Control Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of Building to be erected thereon, or for any reason satisfactory to it, the endorsement of the provisions of said Sections would work a hard-
ship so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 14 - Severability. If any provision of these restrictions shall be determined by a court to be invalid or unenforceable, the remainder of these restrictions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 15 - Violation. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, 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.

IN WITNESS WHEREOF, Hill-Ren Co., a partnership, has hereunto set its hand on the day and year first mentioned.

HILL-REN CO.

By Anthony J. Falzone, Partner

By Fred L. Hotchkiss, Partner

Two witnesses.

Acknowledged August 18th 1977 by Anthony J. Falzone and Fred L. Hotchkiss, of Hill-Ren Co., a partnership, before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record August 18th 1977 at 10:15 A.M. in Mortgage Record 77-928A01, Lucas County, Ohio Records.