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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
MEADOWSTREAM SUBDIVISION.

THIS DECLARATION, made on the date hereinafter set forth by AURORA HOMES, INC., an Ohio Corporation, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Meadowstream Subdivision is a subdivision in the City of Toledo, Lucas County, Ohio, which has been laid out into lots with certain streets and areas dedicated to public use and certain reservations and easements in accordance with the original plat thereof recorded at Page 9 in Volume 64 of the Plat Records in the Office of the Recorder of Lucas County, Ohio, and

WHEREAS, Declarant is the owner of:

Lots numbers 1 to 126 both inclusive, in MEADOWSTREAM SUBDIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO,

and,

WHEREAS, Declarant will convey individual lots in said subdivision subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any rights, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

1. Land Use and Building Type. No lot shall be used for other than one-family residential purposes and no dwelling shall be
erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty-five (35') feet in height or two and one-half (2 1/2) stories. A private garage or carport may be permitted on each lot; and such garage or carport may be attached to the dwelling. A separate storage building for residential use only is permitted on each lot.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of:

   David Logel, 18610 West Eight Mile Road, Southfield, Michigan, 48075.
   Barton Fenmore, 18610 West Eight Mile Road, Southfield, Michigan, 48075.
   Leon Zolkower, 18610 West Eight Mile Road, Southfield, Michigan, 48075.

A majority of the 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. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. 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 thirty (30) days after plans
and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

3. Dwelling Size. Any dwelling erected, altered, placed or permitted to remain on said property shall contain an aggregate livable floor area of not less than 800 square feet. Garages, whether or not an integral part of or connected to any dwelling, open or enclosed porches, breezeways, arcades or other similar types of construction and steps shall not be considered a part of any such dwelling in computing ground or other floor area.

4. Building Location. No building or any projections thereof other than the projections of permitted uncovered steps, uncovered balconies or unenclosed porches shall be located on any lot nearer to the lot lines than the building lines as shown in the recorded plat of said subdivision. The side yard on each side of every principal dwelling shall not be less than five (5') feet in width and the aggregate of both side yards shall not be less than twelve (12') feet in width.

5. Lot Area and Width. Nothing contained herein shall be so construed as to prevent any owner of property from erecting a permitted type of residential dwelling on a parcel of land, without reference to the platted lot lines, other than to observe the setback requirements hereinabove described from front and other property lines, provided that no single-residence dwelling, and then only one of such permitted dwellings, shall be erected, placed or permitted to remain on any parcel of land which does not have at least an area of 6,000 square feet and a width of not less than fifty (50') feet at the front building line.

6. Easements. The areas designated as easements for public utilities on the recorded plat are also drainage easements and are
dedicated to the use of the abutting lot owners for the passage of surface water. No structure or earth fill or obstruction is to be placed on said area that would interfere with the free passage of said drainage waters. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Development plans approved by the City Engineer and filed with the City Clerk shall be made a part of the Restrictions and rear and side yard drainage and grading shall be maintained in accordance with the grades indicated on the approved and filed Development Plan.

7. Curb Cuts. No curb cuts may be made or permitted which would in any way directly connect motor vehicle driveways constructed on residential lots within this subdivision to the proposed Richards Road extension adjacent to the lots on the western boundary of the plat.

8. Temporary Structures. No structure of a temporary character, house trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. This shall not prohibit storage of a boat and a boat trailer and a travel trailer in the rear yard.

9. Signs. Only the following signs may be displayed to the public view on any residential lot: (1) One non-illuminated professional sign of not more than two (2) square feet; (2) One temporary non-illuminated sign of not more than eight (8) square feet in an area pertaining to the sale or rental of the premises upon which it is maintained; (3) Those signs used by a builder to advertise the property during the construction and sales period, and (4) No more than two non-illuminated no-trespassing, safety or caution signs not over two (2) square feet each in area on a lot.
10. Livestock and Poultry. No animals, livestock, birds or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept, provided that they are not bred, kept or maintained for any commercial purposes.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in closed sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Land Adjacent to Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20') feet of the property line abutting or adjacent to any open water course or drain, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. Each owner of property over which a water course or drain flows or whose property abuts or is adjacent to any open water course of drain shall be responsible for the maintenance of that portion of the drain, to the center line thereof, which abuts or is adjacent to his property and for all of that portion of the water course or drain which flows across his property. No weeds, noxious or offensive material, refuse or debris shall be allowed to grow, collect or be stored in any water course or drain easement.

13. Sight Distance at Intersections. No fence, wall, structure or planting which obstructs visibility shall be erected, established or maintained within twenty-five (25') feet of any street intersection.

14. Lawns, Trees and Shrubs. All lots in the subdivision shall have a lawn installed with shade tree or shade trees and ornamental shrubs planted within one (1) year from completion date of the dwelling erected thereon.
15. **Term of Restrictions.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part. The provisions of paragraph 2 above shall terminate and be of no further force and effect at the expiration of five (5) years from the date hereof.

16. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violations or to recover damages.

17. **Severability.** Invalidation of any of the Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF,** Aurora Homes, Inc. has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary this 11th day of November, 1969.

(Signed) AURORA HOMES, INC.

By David Logel, President

Two witnesses,

Leon Zolkower, Secretary

Acknowledged November 11, 1969 in Lucas County, by said corporation, by said officers, by authority of the Board of Directors, before a Notary Public, State of Ohio, (Seal).

Received for record November 13, 1969 at 3:12 P.M., and recorded in Volume 2304 of Mortgages, page 386.