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ADOPTION OF SPRING MEADOWS

and

DECLARATION OF RESTRICTIONS THEREOF

This Declaration, made and entered into by Mockensturm Development Corp., this 25th day of May, 1976.

WITNESSETH THAT:

WHEREAS, Mockensturm Development Corp. is the owner of the following described real estate, situated in the township of Springfield, Lucas County, Ohio, viz.:

Lots numbers one (1) through eleven (11) in Spring Meadows, a Subdivision situated in Springfield Township, Lucas County, Ohio.

and

WHEREAS, Mockensturm Development Corp. desires to establish, for its own benefit and for the benefit of all future owners or occupants of all or any part of Spring Meadows, a general plan for the development of Spring Meadows, to establish certain covenants and rights in, over and to Spring Meadows and to establish certain restrictions with respect to the use thereof;

NOW THEREFORE, Mockensturm Development Corp., as the owner of such real estate known as Spring Meadows, and for the purpose aforesaid hereby declares that each and every of the aforesaid lots in said subdivision hereafter sold, conveyed or transferred, including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to wit:

ARTICLE ONE

Section 1. No building, structure, fence, wall, sign, hedge, or parking lot shall be constructed, erected, permitted or maintained upon any lot in Spring Meadows unless constructed, erected, permitted or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such building, structure, fence, wall, sign, hedge or parking lot, which plans and specifications shall be submitted to Mockensturm Development Corp., its successors and assigns, and until such plans and specifications have been approved by Mockensturm Development Corp. in writing. Any such building, structure, fence, wall, sign, hedge or parking lot shall be constructed, erected and maintained in conformity with the plan of general development of all lots in Spring Meadows.

Section 2. No alterations shall be made in the location, height, or exterior design of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from Mockensturm Development Corp. No addition to any buildings shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from Mockensturm Development Corp.

Section 3. A landscaping plan shall be submitted for approval in writing, prior to start of construction. Said landscaping shall have been installed and completed within six months from date of occupancy of the building built thereon.
Section 4. Mockensturm Development Corp. reserves the exclusive right to grant easements for the construction, operation and maintenance of electric light, telephone lines and conduits, and for water, gas, sewer and pipes and utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

Section 5. Mockensturm Development Corp. reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Spring Meadows, designated as utility rights-of-way for the construction, operation and maintenance of electric lights, telephone 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 Spring Meadows, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 6. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light or any other purpose shall be installed, erected, placed or suffered to remain upon said premises. No advertising sign, whether fixed to window, structure, or site, billboard or other advertising device, whether for the purpose of advertising goods, services or entertainment, or advertising the sale of said premises or otherwise shall be erected, placed, displayed or suffered to remain upon said premises without the approval and consent of Mockensturm Development Corp. having been obtained and granted, in writing, Mockensturm Development Corp. reserves the right to place signs on any unsold lots.

Section 7. Mockensturm Development Corp. reserves the sole and exclusive right to establish grades and slopes on the premises herein described; and to fix the grade at which any structure shall hereafter be erected or placed thereof, so that the same may conform to a general plan.

Section 8. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within small structures as approved by Mockensturm Development Corp. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Mockensturm Development Corp.

ARTICLE TWO

Section 1. Each Grantee of Mockensturm Development Corp., by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, assessments, easements, and the jurisdiction, rights, and powers of Mockensturm Development Corp., created or reserved by this Declaration or by the plat of Spring Meadows heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Mockensturm Development Corp., or its successors or assigns, the right (a) to enter upon the land which, or as to which, such violation or
breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and Mockensturm Development Corp. shall not thereby be deemed guilty of any manner of trespass or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Mockensturm Development Corp., its successors or assigns.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land in Spring Meadows and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in Spring Meadows, regardless of how or in what manner said interest is acquired.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of any provision hereof or any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by Mockensturm Development Corp. shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers given Mockensturm Development Corp. shall be assignable to and shall inure to the benefit of its successors or assigns.

Section 6. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Mockensturm Development Corp., any such approval, designation, determination, modification, consent or any other such action by any officer authorized to sign deeds on behalf of Mockensturm Development Corp. shall be sufficient.

Section 7. At such time as Mockensturm Development Corp. has conveyed to others all of the lots in Spring Meadows, all of the rights, privileges and powers of Mockensturm Development Corp. under these Restrictions shall be vested in a committee consisting of three persons elected by a vote of the then record owners of a majority of said lots. In the event of the death or resignation of any member of the committee, the remaining committee shall have full authority to designate a successor in absence of action by the lot owners.
Section 8. All of the covenants, agreements, easements, reservations and restrictions contained herein shall be in force until January 1, 1990, after which time said covenants, agreements, easements, reservations and restrictions shall automatically be extended for successive periods of ten (10) years each, unless waived, modified or extinguished in writing by the then owners of three-quarters of said lots. Said waiver, modification or extinguishment of these restrictions must be recorded prior to the expiration date.

IN WITNESS WHEREOF, Mockensturm Development Corp. has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

MOCKENSTURM DEVELOPMENT CORP.,
By Carl B. Mockensturm, President

Two witnesses. By Nancy S. Miller, Secretary

Acknowledged May 25th 1976 in Lucas County, Ohio, by said corporation, by said officers, before a Notary Public, State of Ohio, (Seal.)

Received for record May 25th 1976 at 4:22 P.M., and recorded in Volume 3288 of Mortgages, page 225.