SPRINGFOREST
PLAT ONE
(LOTS 1 AND 2)

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Declaration of Restrictions

SPRINGFOREST PLAT I - LOTS 1 AND 2

WHEREAS, Louisville Title Agency for N. W. Ohio, Inc., Trustee, (hereinafter referred to as "Trustee") is the owner in fee simple of the following described real estate, (hereinafter referred to as "subject property") to-wit:

Lots One (1) and Two (2) in SpringForest, a Subdivision in Sylvania Township, Lucas County, Ohio.

AND WHEREAS, Trustee, for the benefit of MillStream Development Company (hereinafter referred to as "MillStream") and for the benefit of all future owners of all or any part of the subject property, desires to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of the subject property, in order to insure the stability of land values and to protect all future owners of all or any part of the subject property from variations not in keeping with the uses, improvements and enjoyments described herein;

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of said property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Trustee, for its successors and assigns, does hereby declare and stipulate that the subject property, and every part thereof hereafter sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit:

SECTION I. PROHIBITED USES

No portion of the subject property shall be used for a single building with square footage in excess of 7,000 square feet, unless permission is expressly granted in writing by MillStream, its successors and assigns, whose permission may be granted or withheld at the sole discretion of MillStream, its successors and assigns.

Section II. ARCHITECTURAL CONTROL AND PLAN APPROVAL

No building, structure, fence, hedge, wall, grading or other improvement of any character, shall be commenced, erected, placed or maintained, nor shall any alternative, addition or change be made on the subject property or any part thereof or to the structures located on said subject property or part thereof, without the prior approval in writing of the plans and specifications therefor by the Architectural Control Committee described in Section V herein. (Said Architectural Control Committee shall hereinafter be referred to as the "Committee").
The Committee's approval or rejection of plans and specifications shall be based upon a general plan or scheme of development for the subject property. The Committee shall exercise its power in a reasonable manner and in good faith.

The scope of the Committee's inquiry shall be broad. In making its review of any proposed plans and specifications, the Committee will consider at least all of the following items:

A. Standards and guidelines for the design of structures including:
   1. Placement
   2. Building heights, area and volume
   3. All exterior materials
   4. Entries and windows
   5. Loading and unloading areas
   6. Outside storage and sales
   7. Type of main, accessory and other structures
   8. Number of structures
   9. Design
   10. Colors
   11. Finished around elevation
   12. Building exhausts
   13. Visibility of improvements from within the area and from roads and properties adjacent thereto

B. Nature and character of land uses:
   1. Specific land use areas and areas in which some range in uses are to be permitted
   2. The functional character of each use area
   3. Building height, volume and placement standards for each functional use

C. Standards and guidelines for open space and public and private ways including:
   1. Set-back requirements
   2. Front, rear and side yard requirements
   3. Open space
   4. Landscaping
   5. Topography
   6. Tree lines and placement
   7. Other vegetation elements and focuses
   8. Locations for screening and mounding
   9. Type and design of screening and fencing
   10. Sign and lighting placement
   11. View easements
   12. Size and location of parking spaces
   13. Driveways
   14. Means of ingress and egress and effect of same on adjacent residential development
   15. Site plans
D. Lighting and sign standards and guidelines:
   1. Placement, height, number, illumination, content, and style standards and guidelines for signs
   2. Street, drive, parking, security, structural and scenic lighting standards and guides
   3. Visibility of signs from adjacent residential development
   4. Impact of lighting on adjacent residential development

E. Fencing and screening standards and guides:
   1. Guidelines and standards for the use and location of fencing
   2. Heights and materials for planting and mounded view screens

F. Performance standards to set the maximum limits, as measured at exterior lot lines, for:
   1. Noise levels
   2. Visibility

G. Standards for harmony:
   1. Whether there will be a conformity and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;
   2. The use and suitability of the proposed building or structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same;
   3. The effect of the proposed improvement on adjacent and neighboring properties;
   4. The effect of the building or structure, as planned, on the outlook from the adjacent neighboring property

SECTION III. VIOLATIONS AND ENFORCEMENT OF COVENANTS

Each grantee, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, and the jurisdiction, rights and powers of the Committee, created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby created, granted, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and each and every part thereof and bind each and every owner 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 the Committee the right to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove any structure, object or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and the Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal, or, the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings.
either at law or in equity, by the Committee, its successors or assigns.

A failure of the Committee, its successors or assigns, 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 or acquiescence in or consent to any violation thereof, and the Committee, its successors and assigns, shall at any time and at all times have the right to enforce the same.

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

SECTION IV. SUBORDINATION

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. 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 of 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.

SECTION V. ARCHITECTURAL CONTROL COMMITTEE

The Committee referred to above shall consist of three members appointed as follows: The Collaborative, MillStream Development Company, 462 W. Alexis Road, Toledo, Ohio, 43623, and MillStream shall appoint a third member. The address of the Committee shall be the address of MillStream Development Company, Attention: Mr. Douglas Wamsher, President.

The Committee shall act upon the written concurrence of a majority of its members.

SECTION VI. RIGHT TO ASSIGN OR MODIFY

In the event of the incapacity, or other inability or unwillingness of MillStream to appoint a member to the Committee, the remaining members or member of the Committee shall have the right to designate the additional member or members thereof or to assign the rights, privileges, and powers herein granted to the Committee, to any person, partnership, firm, association or corporation that they, it or he deem(s) appropriate.
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument the 1st day of June 1987.

WITNESSES:

Joyce Amsay

Jim Andryczak

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

By: Kenneth I. White, Sr., Executive Vice President

By: John W. Martin, Executive Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 1st day of June 1987, by Kenneth I. White, Sr., Executive Vice President and John W. Martin, Executive Vice President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the corporation.

Joyce Amsay
Notary Public, State of Ohio
My Commission Expires Nov. 23, 1991

WITNESSES:

Joyce Amsay

Jim Andryczak

MILLSTREAM DEVELOPMENT COMPANY

By: Douglas C. Wamsher, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 2nd day of June 1987, by Douglas C. Wamsher, President of Millstream Development Company, an Ohio corporation, on behalf of the corporation.

Joyce Amsay
Notary Public

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