This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

Ed J. Schroeder & Sons, Inc., an Ohio Corporation, being the sole owner of Lots Numbers 1 through 25, both inclusive, in Swan Creek Meadows, a Subdivision in the City of Toledo, Lucas County, Ohio, hereby imposes and subjects each of said lots to the following restrictions and protective covenants as a general plan of improvement, intended for the benefit and uniform protection of all future owners of these lots within said subdivision and establishing restrictions governing the construction and erection of dwellings or other structures thereon, and hereby declares that each and all of said lots shall be conveyed by it subject thereto:

1. These covenants are to run with the land and shall be binding on the undersigned and all persons claiming under or through them until January 1, 1984, at which time said covenants shall be automatically extended for successive periods of ten years each, unless and except the then owners of the legal title of the majority of said lots shall agree in writing to change these covenants in whole or in part.

2. All of said lots shall be known and described as residential lots for one family occupancy. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than as herein described.

3. No building or any part thereof shall be erected or maintained on any part of said lots nearer to the front lot line than the minimum building setback line shown on the recorded plat or nearer than five (5) feet to the side lot line of said lots, or as provided by zoning requirements.

4. No noxious or offensive trade shall be upon any lot in said Swan Creek Meadows, nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood.

5. No basement, garage nor any other building or structure other than as permitted hereinabove, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot.

6. A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.
7. No residential unit shall be erected on any of said lots other than one architecturally designed and each residential unit shall have at least 2000 square feet of livable floor space.

8. Other than 1 dog, 1 house cat and birds maintained within the dwelling, the maintaining or harboring of any other animal bird or fowl is expressly prohibited on said lots.

9. No building or other structure shall be erected, moved or maintained on any lot unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind, type, material, color scheme, and location of such structure, which shall be submitted, in duplicate, to either Schroeder Homes, Inc., or Ed J. Schroeder & Sons, Inc., both of Toledo, Ohio, or a committee to be selected as herein provided and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started.

The committee referred to in the preceding paragraph shall consist of three (3) members who shall each be the owners, in fee simple, of property in said addition, shall serve without compensation and the terms of the members of such committee shall be at the sufferance of the authority by which they are selected. The members of such committee shall be selected by owners of a majority of the lots in said addition and vacancies occurring in the personnel of said committee shall be filled by the selection of new members to serve on said committee by a majority of the owners of lots in said addition.

10. If Ed J. Schroeder & Sons, Inc., its successors or assigns, shall violate any of these covenants, it shall be lawful for any person, persons, firm or corporation owning or having any interest in any part of said lots in Swan Creek Meadows, to prosecute proceedings at law or in equity against the person, persons, firm or corporation violating or attempting to violate these covenants and either to prevent him or them from so doing or to recover the damages for such violations.

11. All of the restrictions and covenants herein contained shall be construed together and the invalidation of any one or more of these restrictions or covenants, by judgment or other Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
IN WITNESS WHEREOF, in consideration of the premises and the enhancement in value of said lots, the undersigned do declare and establish the foregoing restrictions and covenants and hereunto subscribed their names this 26th day of November, 1973.

Signed by Ed J. Schroeder & Sons, Inc., by Edward J. Schroeder, Jr., President, and attested by Robert L. Schroeder, Secretary.

Two witnesses.

Acknowledged November 26, 1973 by said corporation, by said officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record November 26, 1973 and recorded in Volume 2768 of Mortgages, page 231.
AMENDED DECLARATION OF RESTRICTIONS

Lots Nos. 1 through 25, both inclusive, in Swan Creek Meadows,

a Subdivision in the City of Toledo, Lucas County, Ohio

WHEREAS, Ed J. Schroeder & Sons, Inc., an Ohio Corporation, being the sole owners of Lots Nos. 1 through 25, both inclusive, in Swan Creek Meadows, a Subdivision in the City of Toledo, Lucas County, Ohio, hereby imposes and subjects each of said lots to the following restrictions and protective covenants as a general plan of improvements intended for the benefit and uniform protection of all future owners of these lots within said Subdivision and establishing restrictions governing the construction and erection of dwellings or other structures thereon, and hereby declares that each and all of said lots shall be conveyed by it and subject thereto:

NOW, THEREFORE, these covenants are to run with the land and shall be binding on the undersigned and all persons claiming under or through them until January 1, 1984, at which time said covenants shall automatically be extended for successive periods of ten years each, unless and except the then owners of legal title of the majority of said lots shall agree in writing to change these covenants in whole or in part.

No. 1. All of said lots shall be known and described as residential lots for one family occupancy and shall not be erected or maintained on any part of said lots nearer to the front line than the minimum building set back line shown on the recorded plat or nearer than five (5) feet to the side lot line of said lots or as provided by zoning requirements, whichever is greater.

No. 2. No residential unit shall be erected on any of said lots other than one that is architecturally designed and architecturally harmonious with other residential units in said Swan Creek Subdivision and each residential unit shall have at least Two Thousand (2000) square feet of livable floor space.

No. 3. A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

No. 4. Any house car, truck, trailer or boat if stored on the premises shall be housed within a garage.

No. 5. No structure of a temporary character, trailer, basement, tent,
shack, garage, barn, or other outbuilding of any type whatsoever shall be used on any lot at any time as a residence, either temporarily or permanently.

No. 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot other than two dogs, two house cats, and birds maintained within the dwelling, provided they are not kept, bred, or maintained for any commercial purposes.

No. 7. No noxious or offensive activity or trade shall be carried on on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No. 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 the garage or basement. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the developer or the committee hereinafter provided for.

No. 9. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot. The right is reserved to Ed J. Schroeder & Sons, Inc., to erect small structures and place signs on any unsold lots or improvements thereon.

No. 10. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or materials, except that during the period a structure is being erected on any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year from the date of beginning of construction thereof, and no sod, dirt or gravel other than that incidental to the construction of approved structures, shall be removed from said lot without the written approval of the developer or its successors and assigns.
No. 11. No building, basement, swimming pool, tennis court, fence, wall, or other enclosure or other structure of any sort shall be erected, placed, or maintained on any such residential lot in said Swan Creek Meadows Subdivision, nor shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with the detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use, and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the developer or the committee to be selected as herein provided, and a true copy thereof permanently lodged with the developer or the committee to be selected as herein provided and such approval thereof shall be endorsed upon said plans and specifications in writing before construction is started. All such plans and specifications must be prepared by a competent architect or draftsman.

No. 12. No metal or chain link fence shall be erected for any purpose whatsoever on any lot in Swan Creek Subdivision.

No. 13. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be permitted within twenty (20) feet of any adjoining lot line.

No. 14. No permanent or semi-permanent recreation facility (expressly including basketball courts, patios, and backboards, additions, outbuilding or fences) may be erected, constructed or maintained without the express written approval by the developer or the committee to be selected as herein provided. Violation of this restriction shall allow the developer or the committee to come on the premises and dismantle such structure. Cost to be born by violator.

No. 15. Developer, or its successors and assigns, shall have the sole and exclusive right to establish grades and slopes on all residential lots in said Subdivision and to fix the grade at which any dwelling shall
hereafter be erected or placed thereon, so that same may conform to the
general plan of the development.

No. 16. No clothes, sheets, blankets or other articles shall be hung
out or exposed on any part of said premises, except in the rear yards.

No. 17. No grantee or successor in title shall subdivide or convey less
than the whole of any lot without first obtaining the written consent
of the developer and/or the committee to be selected as hereinafter
provided.

No. 18. The committee referred to in the preceding paragraphs shall
consist of three members who shall be the owners, in fee simple, of
property in said addition and shall serve without compensation and the
terms of the members of such committee shall be at the suffrage of the
authority by which they are selected. The members of such committee will
be selected by owners of the majority of the lots in said addition and
vacancies occurring in the personnel of said committee shall be filled
by the selection of new members to serve on said committee by a majority
of the owners of the lots in said addition.

No. 19. Any violation by any person, firm or corporation, including
Ed J. Schroeder & Sons, Inc., its successors and assigns, bound by those
covenants and restrictions, or any attempt to violate any of those covenants
or restrictions while the same are in force shall be unlawful. Any other
person or persons owning any lot in said Swan Creek Meadows Subdivision
may prosecute any proceedings at law or in equity against the person or
persons violating or attempting to violate any of the covenants or
restrictions to prevent him or them from so doing, to cause the removal
of any violation and to recover damages or other dues for such violation
or attempted violation.

No. 20. All transfers and conveyances of each and every lot of said Swan
Creek Meadows Subdivision shall be made subject to these covenants and
restrictions.

No. 21. All of the restrictions and covenants herein contained shall be
construed together and the invalidation of any one or more of these restrict-
ions or covenants, by judgment or other court order, shall in no way effect
any of the other provisions which shall remain in full force and effect.
No. 22. 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.

IN WITNESS WHEREOF, in consideration of the premises and the enhancement in value of said lots, the undersigned do declare and establish the foregoing restrictions and covenants and hereto subscribe their names this 13th day of March, 1974.

Signed by Ed. J. Schroeder & Sons, Inc., by Edward J. Schroeder, Jr., President, and attested by Robert L. Schroeder, Secretary.

Two witnesses.

Acknowledged March 13, 1974 by said corporation, by said officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 13, 1974 and recorded in Volume 2814 of Mortgages, page 298.