THE MEADOWS
PLAT 2

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DECLARATION OF RESTRICTIONS
FOR
THE MEADOWS PLAT 2
A SUBDIVISION IN SYLVANIA TOWNSHIP
LUCAS COUNTY, OHIO

This Declaration of Restrictions is hereby adopted by the CAVALEAR CORPORATION, an Ohio Corporation, hereinafter called "Developer".

WITNESS THAT:

WHEREAS, Developer is the owner of all of the lots as shown on the recorded plat of The Meadows Plat 2, ("THE MEADOWS") a subdivision platted on part of the north one-half (1/2) of the southwest quarter (1/4) of Section 9, Town 9, South, Range 6 East, Sylvania Township, Lucas County, Ohio recorded in Volume 113, pages 60 through 61, Lucas County, Ohio, Record of Plats, and

WHEREAS, Developer desires to establish a general plan for the development of The Meadows and to establish restrictions upon the manner of use, improvement and enjoyment of the numbered lots in The Meadows substantially identical to the plan and restrictions adopted March 20, 1986 by developer for the Meadows Plat I recorded in Volume 109, Pages 49 thru 54, Lucas County, Ohio Record of Plats, at Microfiche Numbers 86-0317B09 thru 86-0317C08 inclusive which will make said lots more attractive for
residential purposes and will protect present and future owners of said lots in the enjoyment of their use for residential purposes;

NOW THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, does for itself and its successors and assigns, hereby declare, covenant and stipulate that all numbered lots as shown on the recorded plat of The Meadows Plat 2, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

ARTICLE I
USE OF LAND

1.1 No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residential dwelling, a private garage of not more than four (4) car capacity which shall be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool and a tennis court. Such dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family's servants. Nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.

1.2 No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of The Meadows, nor shall anything be done thereon which may be or become an annoyance or nuisance in The Meadows.

1.3 No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of
such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided under Article II hereof.

1.4 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in The Meadows. No dwelling erected in The Meadows shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor.

1.5 Any truck, boat, bus, tent, mobile home, trailer, or other similar housing device, if stored on any lot, shall be housed within a garage building. Roof mounted antennas or satellite dishes are expressly prohibited in The Meadows.

1.6 No lot shall 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 upon 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 said lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction or approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

1.7 Other than two (2) dogs, two (2) house cats and two (2) birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal is expressly prohibited in The Meadows.

1.8 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 its successors and assigns.

1.9 No signs of any character other than signs of not more than ten square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot.
without the written permission of the Developer, or its successors and assigns, and the Developer, or its successors and assigns shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location, and height of all such signs.

1.10 All electric house services shall be underground.

1.11 No structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof, shall be erected, placed or maintained on any residential lot nearer to the front or street line or lines or the rear line or lines than the building setback line or lines shown on the recorded plat of The Meadows or nearer to any side lot line than ten (10) feet. The foregoing provisions of this Item 1.11 shall be subject to the provisions of Article V, Item 5.9 hereof.

1.12 No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of The Meadows shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lot, but shall be construed to prohibit the plantings or maintaining of vegetables and grains thereon.

1.13 No trash burner, outdoor fireplace, or other devise expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.14 Notwithstanding any other provision contained in this Declaration of Restrictions, the Developer shall not be prohibited from the construction and use of construction or sales office(s) and model home(s) on one or more lots in The Meadows.

1.15 On all lots wider than 100 feet (at the building line) garages must be sideloading or rear loading.

ARTICLE II

APPROVAL OF PLANS

2.1 Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements,
including, but not limited to residential dwellings, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, must be submitted for examination and approval before any exaction or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid detailed plans and specifications shall show size, location, type, architectural design, quality, cost, use, material construction, color scheme, and grading plan for the lot and the finished grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns is filed for record with the Lucas County, Ohio, Recorder.

2.2 In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of The Meadows as an architecturally harmonious, artistic and desirable residential subdivision. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in The Meadows as a whole. Any determination made by the said Architectural Control Committee in good faith, shall be binding on all parties in interest.

2.3 The Developer, acting as the Architectural Control Committee, reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Meadows.
2.4 In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the improved improvement without the written consent of the Architectural Control Committee such variance shall be deemed a violation of these restrictions.

ARTICLE III

EASEMENTS

The Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and sewers on, over, below, or under all of the areas designated as "Easement", "Utility Easement(s)", "Toledo Edison Easement", "Drainage Easement", or with words of similar import, on the plat of The Meadows and along and upon all highways now existing or hereafter established and abutting all the lots in The Meadows. The Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility to go upon the lots in The Meadows from time to time to install, maintain and remove such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Easement", "Utility Reservation", "Drainage Easement", or with words of similar import, upon the plat of The Meadows. The term "structures" as used in the foregoing portion of this paragraph shall include those structures set forth in Article I, Item 1.1 but shall not include lot improvements such as driveways and fences. No owner of any lot in The Meadows shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in The Meadows without the prior written consent of the Developer, its successors and assigns.
ARTICLE IV

DURATION OF RESTRICTIONS, AMENDMENTS

4.1 These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the first day of January 2006, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

The covenants and restrictions may be amended prior to January 1, 2006, upon the written approval of the then owners of not less than two-thirds (2/3) of the lots in The Meadows, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2006, and may be amended or terminated thereafter with the written approval of the owners of not less than one-half (1/2) of the lots in The Meadows upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

ARTICLE V

ENFORCEMENT OF RESTRICTIONS, OTHER MATTERS

5.1 Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. The Developer, its successors and assigns, or any person or person owning any lot in The Meadows may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions to enjoin such violation, to cause the removal of any structure in violation, and to recover damages for any such violation or attempted violation.

5.2 Invalidation of any of the restrictions and covenants herein contained by judgment or court order or amendment hereof by act of the owners of lots in The Meadows shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

5.3 All transfers and conveyances of each and every lot in The Meadows shall be made subject to these covenants and restrictions.
5.4 Any notice required to be sent to any owner of a lot in The Meadows or to the Developer or to the Architectural Control Committee, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee as such address appears on the applicable public records or on the records of the Architectural Control Committee.

5.5 The rights, privileges and powers granted by this Declaration of Restrictions to, or reserved by, the Developer shall be assignable and shall inure to the benefit of the successors and assigns of the Developer.

5.6 Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

5.7 No owner of any lot in The Meadows shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of Developer, its successors or assigns.

5.8 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.

5.9 Each lot owner, by acceptance of a deed to a lot in The Meadows agrees and consents and shall be deemed to agree and consent that if, in the opinion of Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on the plat of The Meadows, or of the yard requirements stated herein or of any other provision of these reservations and restrictions would work a hardship, Developer may, in writing waive these restrictions as to such lots so as to permit the erection of such buildings or the making of the proposed improvements. Developer shall not be limited in its exercise of its aforesaid right to modify these reservations and restrictions by reason of the fact that it may be the owner or builder for whose benefit such modification is granted.

5.10 Wherever used herein, the term "structure" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet height if in the form of a hedge, and landscaping) the placement of which upon any lot may affect the appearance of such
lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other thing or devise which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by the owner.

ARTICLE VI

PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

6.1 Upon the completion and occupancy of not less than fifteen (15) residential dwellings, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called "The Meadows Plat 2 Property Owners Association", or name similar thereto, and upon the formation of such association, every owner of a residential lot in the subdivision shall automatically become a member thereof, entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

6.2 Each lot owner, including Developer, shall be entitled to one (1) vote for each lot owned and where title to a lot is jointly owned, such co-owners acting jointly shall be entitled to only one (1) vote.

6.3 The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the subdivision, and for its health, comfort, safety and general welfare of its residents. The Association shall participate with the owners of lots in the Meadows Plat I to maintain the boulevard areas within the dedicated roadways at the entrances to the Plat I subdivision as shown on the recorded Plat I.

6.4 Developer may, by instrument in writing, assign and vest in the Association all of its rights, privileges
and powers herein retained which assignment shall be recorded in the Lucas County, Ohio Recorder's Office.

6.5 The Association shall collect and disburse funds which the Board of Trustee determines, from time to time, to be for the general benefit of the owners of all residential lots in the subdivisions and as required to carryout the purposes herein set forth.

6.6 The Association shall enforce all provisions of the recorded plat, the covenants and restrictions, and the regulations promulgated by it with respect to the use and occupancy of residential lots in the subdivision.

6.7 In carrying out its purposes, after the Association is formed, each residential lot in the subdivision and the owners thereof shall be subject to an annual assessment for each calendar year in amounts as determined by the members of the Association prior to the end of the preceding calendar year.

6.8 Each annual assessment shall become a lien against each residential lot on the first day of the calendar year in which it becomes due and payable. Assessments shall be payable as determined by a majority of the membership during the calendar year for which the assessment is levied and a notice of lien may be recorded in the lien records of the Recorder of Lucas County, Ohio if any payment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

6.9 A notice of lien shall identify the residential lot, the year and amount of the annual assessment, and be executed by the president of the Association with the formalities then required to record a lien against real estate in Lucas County, Ohio. Such lien shall be subordinate to the lien of any real estate mortgage on any residential lot recorded prior to recording of the aforesaid notice of lien. The sale or transfer of any residential lot pursuant to any judicial foreclosure proceedings of a mortgage thereon shall extinguish such lien with respect to payments which became due and payable prior thereto but shall not relieve such lot from liability for assessments thereafter becoming due or payable or from the lien thereof.

6.10 Any lot owner may request and upon payment of the reasonable expense therefor, shall receive, from the Secretary of the Association, a certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of any unpaid assessments.
The owners of lots of adjacent subdivisions such as The Meadows Plat I may become members of the Association provided such adjacent subdivisions have substantially identical covenants and restrictions recorded.

ARTICLE VII
SPECIAL FENCE FOR LOTS 1 THROUGH 5

7.1 The developer as the owner of each of lots 1, 2, 3, 4, and 5 has constructed a three rail split-rail fence, approximately 42 inches high, along the south boundary of the Highland Meadows Golf Course, the north boundary of each of said lots, and each subsequent owner of any such lots shall continue to maintain and repair said fence hereafter. Only with the mutual consent of each owner and the owner of the property currently owned by Highland Meadows Golf Club, an Ohio Nonprofit Corporation, to the north of each lot, may the fence be removed or a different type of fence installed.

7.2 The fence shall be constructed with each corner post as a line post to allow the construction of the fence along the north boundary of each of the lots herein set forth as a continuous fence.

ARTICLE VIII
GENERAL

8.1 In the event the Association shall be dissolved or otherwise cease to exist, all of its rights, duties and obligations shall automatically accrue to the benefit of the owners of the residential lots in The Meadows, and such adjacent subdivisions as may become members of the Association.

IN WITNESS WHEREOF, Cavalear Corporation, an Ohio Corporation, acting by and through its duly authorized officers, has caused this Declaration of Restrictions to be executed on its behalf this 23rd day of January, 1987.

Signed and acknowledged in the Presence of:

Nancy A. Brennen
Counsel

CAVALEAR CORPORATION, An Ohio Corporation

By: Robert F. Cavalear, Pres.

Richard J. Smith, Secretary
STATE OF OHIO 
) SS: 
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 23rd day of January, 1987 by Robert P. Cavalear, President, and Richard J. Smith, Secretary of Cavalear Corporation, an Ohio Corporation on behalf of the corporation.

Richard G. LaValley Jr. 
Attorney at Law 
Notary Public - State of Ohio 
My Commission has no expiration date - Section 147.03 
R.C.

CONSENT OF MORTGAGEE

The undersigned, Toledo Trust Company, holder of a mortgage on the lots in The Meadows Plat 2, does hereby consent to and adopt the Declaration of Restrictions as herein set forth this 23rd day of January, 1987.

Witnesses:

TOLEDO TRUST COMPANY

By: Richard N. Fields, Vice President

By: James G. Rose, Mortgage Loan Officer

The foregoing instrument was acknowledged before me this 23rd day of January, 1987 by Richard N. Fields, Vice President, and James G. Rose, Mortgage Loan Officer, of the Toledo Trust Company, an Ohio Corporation on behalf of the corporation.

This Instrument Prepared By:
LaValley & LaValley Co., L.P.A.
5800 Monroe St., Bldg. F
Sylvania, Ohio 43560

RECEIVED & RECORDED
JAN 29 1987 0:32PM
BILL. CORFLAND
RECORER: LUCAS COUNTY, OHIO
87 0177B04
ASSIGNMENT AND RELINQUISHMENT OF CONTROL

FOR VALUABLE CONSIDERATION RECEIVED, the undersigned, CAVALEAR CORPORATION, an Ohio corporation ("Cavalear"), pursuant to and in accordance with the authority granted to it under Section 2.1 of Article II of a certain Declaration of Restrictions ("Declaration") for real property known as The Meadows, a Subdivision in Sylvania Township, Lucas County, Ohio (the "Subdivision"), recorded as Mortgage No. 89-0317-809, does hereby, effective as of the 1st day of December 1988, irrevocably transfer, set over and assign to The Meadows Property Owners Association, an Ohio nonprofit corporation, (the "Association"), all of the undersigned's rights, privileges and powers as the Developer designated under the Declaration; Cavalear thereby having from the effective date hereof forward no further duties, liabilities and/or responsibilities of any kind for or as the Developer.

IN WITNESS WHEREOF, Cavalear Corporation, has caused this Assignment and Relinquishment of Control to be executed by its duly authorized officers this 7th day of January, 1989.

CAVALEAR CORPORATION, an Ohio corporation

By:                        
By:                        

David P. Miller, Vice-President
Richard J. Smith, Secretary

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 7th day of January, 1989, by David P. Miller and Richard J. Smith, the Vice President and Secretary of Cavalear Corporation, an Ohio corporation, on behalf of said corporation.

David E. Ely
Notary Public

ASSUMPTION OF CONTROL AND RESPONSIBILITY

The Association, in consideration of the execution and delivery of the foregoing Assignment and Relinquishment of Control, does hereby effective as of the 7th day of December 1988, assume all duties as the Developer pursuant to the Declaration and agree to hold Cavalear Corporation completely harmless from and against any and all further liability, cost or expense arising out of or resulting from its role as the Developer.

IN WITNESS WHEREOF, The Meadows Property Owners Association has executed this Assumption of Control and Responsibility this 7th day of January, 1989.

THE MEADOWS PROPERTY OWNERS ASSOCIATION, an Ohio non-profit corporation

By: Patricia A. Maunder (Secty)
By: Ed V. Pfaff (Treasurer)
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 27th
day of January, 1989 by ______________________, the President
and ________________, the Secretary of The Meadows Property Owners Association,
an Ohio nonprofit corporation, on behalf of said corporation.

[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY:

Jerome R. Parker, Esq.
Greaseley, Kaplin, Parker & Frederickson
1600 Toledo Trust Building
Toledo, Ohio 43604

RECEIVED & RECORDED

FEB 02 1989 357 PM
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

DeNune & Killian
Box 2

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