THE MEADOWS
PLAT 3

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ADOPTION OF THE MEADOWS PLAT 3
AND
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Saba Building Co., Inc. hereinafter referred to as "Developer", this 12th day of December, 1993.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio, viz:

Lots numbers one hundred twenty-four (124) through one hundred thirty-two (132) both inclusive, in The Meadows Plat 3, a Subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Volume 132 of Plats, page 91.

which real estate is hereinafter for convenience referred to as the "Plat" and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of the Plat, certain easements and rights in, over and to the Plat and certain restrictions with respect to the use thereof.

NOW, THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by Developer, its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes.

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line, or

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lines, shown upon the Plat of said Subdivision, nor nearer to any
side line or rear line than shall be determined by Developer in
writing at the time of the approval of the plans and
specifications for said dwelling. This restriction as to the
distance at which said dwelling house shall be placed from the
front, side and rear line of said premises shall apply to and
include porches, verandas, portes cochere, and other similar
projections of said dwelling. The parcel of land upon which a
dwelling is to be constructed and/or maintained together with the
land adjacent thereto and used in conjunction therewith may
include one lot or part of one, two or more lots delineated on
the recorded Plat of The Meadows Plat 3, but only with the
written consent of Developer. Developer may require dwellings to
be erected farther from the street than the building set-back
line or lines.

SECTION 4. No garage or any addition thereto or alteration
thereof shall be erected, reconstructed, placed or suffered to
remain upon said premises except for the exclusive use of the
family occupying said dwelling and the servants thereof, nor
unless such garage be made an integral part of said dwelling, nor
unless, nor until the size, location, type, style of
architecture, cost, use, the materials of construction thereof,
the color scheme thereof, the grade elevation thereof, and the
plans, specifications and details of said garage, including the
driveway approach, and the garage entrance shall have been first
approved in writing by Developer, and a true copy of said plans,
specifications and details of said garage shall have been lodged
permanently with Developer, and no garage except as conforms to
said plans, specifications and details shall be erected,
reconstructed, placed or suffered to remain upon said premises.
Such garage shall be subject to all of the covenants, rights,
terms, reservations, limitations, agreements and restrictions at
any point herein made applicable to said dwelling. No detached
shed, garage, barn, or any type of detached structure whatsoever
shall be erected, reconstructed, placed or suffered to remain
upon said premises. No radio or television antennas or satellite
"dishes" shall be erected, reconstructed, placed or suffered to
remain on said premises.

SECTION 5. The location of any and all driveways shall be
determined by Developer in writing at the time of the approval of
the plans and specifications for said dwelling. No driveway
shall be located, relocated, or suffered to remain upon said
premises except as determined in writing by Developer. Complete
specifications for construction of driveways shall be submitted
to Developer and its approval thereof endorsed thereon in
writing.

SECTION 6. No portion of the within described premises
nearer to any highway than the building set-back line or lines
shown upon the Plat of said Subdivision shall be used for any
purpose other than that of a lawn; nothing herein contained
however, shall be construed as preventing the use of such portion
of said premises for walks (and drives if otherwise permitted),
the planting of trees, or shrubbery, the growing of flowers or
ornamental plants, or statuary fountains, and similar
ornamentations, for the purpose of beautifying said premises, but
no vegetables, so called, nor grains of the ordinary garden of
field variety shall be grown upon such portion thereof; and no
weeds, underbrush or other unsightly objects shall be permitted
to grow or remain anywhere upon said premises, and no unsightly
objects shall be allowed to be placed or suffered to remain
anywhere thereon. No fence, hedge, wall or enclosure of any
kind, for any purpose shall be erected, placed or suffered to
remain upon said premises until the written consent of Developer
shall having been first obtained therefore, and to be subject to
the terms and conditions of said consent as to its type, height,
width, color, upkeep and any general conditions pertaining
thereto that said consent may name.

SECTION 7. In connection with the provisions contained in
Section 3 above, it is hereby provided that, if, in the opinion
of Developer, by reason of the shape, dimensions or topography of
the premises herein described, or by reason of the type of
dwelling to be erected thereon, or for any other reason,
satisfactory to him, the endorsement of the provisions of said
Section would work a hardship, Developer may modify such
provisions so as to permit variations in cost, size, type,
location or otherwise that will not, in its judgment, do material
damage to any abutting or adjacent property.

SECTION 8. Developer reserves the exclusive right to grant
consent for the construction, operation and maintenance of
electric light, telephone, telegraph and cable television poles,
lines and conduits, and for water, gas, sewer and pipe; and
conduits or any other public 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 portion of said premises may now or
hereafter front or abut.

SECTION 9. Developer reserves to itself, its successors and
assigns, a perpetual easement in, through, under and/or those
portions of each lot, as shown on the Plat of The Meadows Plat 3
designated as “Utility Easement” for the construction, operation
and maintenance of electric lights, telephone, telegraph and
cable television poles, 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 The Meadows Plat 3, over or upon which easements for
the installation and maintenance of public utilities and storm
sewers will be or have been granted. All electrical service to
homes shall be underground from the main electrical supply lines.

SECTION 10. No spirituous, vinous, or fermented liquors of
any kind shall be manufactured or sold, either at wholesale or
retail, upon said premises, no industry, business or trade,
occupation or profession of any kind shall be conducted,
maintained or permitted upon said premises, no well for gas,
water, oil or other substance, shall be any time, whether
intended for temporary or permanent purposes, be erected, placed
or suffered to remain upon said premises (except wells for lawn
and landscape watering, if written approval is first obtained
from Developer and all necessary public authorities and Developer

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shall the premises be used in any way or for any purpose which
may endanger the health or unreasonably disturb the quiet of the
owner or owners of any adjoining land. No advertising sign,
billboard or other advertising device shall be erected, placed
or suffered to remain upon said premises or upon or visible from
the outside of the dwelling without the consent of Developer
first having been obtained. A standard real estate sign not
exceeding six (6) square feet in area on a side and advertising
the lot or dwelling "For Sale" or "For Rent" shall, however, be
permitted. The right is reserved by Developer to erect small
structures and place signs on any unsold lot or improvements
thereon.

SECTION 11. No animals, rabbits or poultry of any kind,
character or species of fowl or livestock shall be kept upon or
maintained on any part of any lot or tract. Developer reserves
the right to adopt reasonable regulations governing the keeping
within any dwelling house of domestic dogs, cats, or other
household pets, calculated not to becoming a nuisance to the
owners of inhabitants of The Meadows Plat 3.

SECTION 12. No boats, trailers, motor homes, recreational
vehicles, motor coaches or trucks (except for pick-up trucks not
exceeding one (1) ton and window and panel vans not exceeding one
(1) ton, so-called) shall be parked, stored or suffered to remain
upon said premises or in the streets within The Meadows Plat 3
unless parked or stored within a garage on said premises out of
view.

SECTION 13. No clothes lines, clothes, sheets, blankets or
other articles shall be hung out or exposed on any part of said
premises.

SECTION 14. All dwellings shall be equipped with a "rustic
cedar" mailbox (so-called) approved by the United States Postal
Service. In addition, each dwelling shall have sidewalks
constructed as prescribed by the Lucas County Ohio Engineer.
Furthermore, each builder of dwellings on any lots in The Meadows
Plat 3 shall comply with the site grading plan prescribed by the
Lucas County Ohio Engineer. Said Lucas County Ohio Engineer may
determine that certain lots may require retaining walls in order
to preserve trees presently located on said lots. If said
retaining walls are necessary and if the owner of said lots
desires to preserve said trees, said retaining walls shall be
constructed only after the plans have been approved by the Lucas
County Ohio Engineer and the Developer as herein provided. If
the owner of any of said lots does not wish to construct
retaining walls which may be necessary, then in that event the
site grading plan prescribed by the Lucas County Ohio Engineer
shall be complied with including grading to accomplish the
required slope along the public road right of ways.

SECTION 15. No above ground swimming pools shall be
constructed, reconstructed, allowed or suffered to remain upon
said premises unless said above ground swimming pools have a
total water surface of less than seventy-five (75) square feet
and a depth of less than twenty-four (24) inches.

SECTION 16. Developer, subject to Section 14 above,
reserves the sole and exclusive right to establish grades and

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slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

SECTION 17. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers entirely within the garage, basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling. Additional regulations for storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

SECTION 18. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer 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 therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

SECTION 19. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 20. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 21. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other action shall be valid if accomplished by Developer, or its successors or assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of all dwellings in said The Meadows Plat 3 (or less than the sale of all dwellings as Developer determines is appropriate) Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called "The Meadows Property Owners Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full
building site) shall become a member thereof, and each such owner, including Developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him; provided, however, that where title to a lot in more than one person, such co-owners acting jointly shall be entitled to but one vote. Until such association is formed, Developer shall retain all the rights, privileges and powers as are herein provided.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association, deemed advisable for the maintenance, conservatism and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

SECTION 3. Developer, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

ARTICLE THREE

SECTION 1. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions or by Plat or Deed restrictions 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 Developer or its successor or assigns, or the Association, the right (a) to enter upon the land upon 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 Developer or its successors or assigns, or the Association, or its agents shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

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 supercede 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 (Continued)
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 the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

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 provisions hereof, or of 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. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the property owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Saba Building Co., Inc. by Blair Saba, President, has caused this Declaration to be signed by Blair Saba as President on the day and year first above written.

WITNESSES:

SABA BUILDING CO., INC.

by Blair Saba, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Blair Saba being the President of Saba Building Co., Inc., who acknowledged that he did sign said instrument and that the execution of said instrument is his voluntary act and deed of said Saba Building Co., Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Lucas County, Ohio this 15th day of December, 1993.

Notary Public

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ADOPTION OF DECLARATION OF RESTRICTIONS BY TRUSTEE

The undersigned, Louisville Title Agency for N.W. Ohio, Inc.,
Trustee, which is acting as Trustee for Saba Building Co., Inc.
and holds legal title to The Meadows Plat 3, hereby adopts the
foregoing Declaration of Restrictions and by the execution hereof
imposes said Declaration of Restrictions upon The Meadows Plat 3.

WITNESSES:

[Signatures]

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

By: [Signature]
KENNETH I. WHITE, SR.,
Executive Vice President

By: [Signature]
JOHN W. MARTIN, Executive
Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this
6th day of December, 1993 by Kenneth I. White, Sr., Executive
Vice President and John W. Martin, Executive Vice President of
Louisville Title Agency for N.W. Ohio, Inc., as Trustee on behalf
of said corporation.

[Signature]
Notary Public

[Seal]

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MORTGAGEE'S CONSENT

The undersigned Mid-American National Bank & Trust, the holder of a certain mortgage encumbering the lands included in the Meadows Plat 3, hereby consents to the execution and delivery of the foregoing Declaration of Rights and Restrictions and to the filing thereof in the office of the County Recorder of Lucas County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration of Rights and Restrictions.

IN WITNESS WHEREOF, the undersigned Mid-American National Bank & Trust, has caused this consent to be executed by its duly authorized officer as of this 15th day of December, 1993.

Signed and acknowledged in the presence of:

MID-AMERICAN NATIONAL BANK & TRUST

By: Jim Kessler
Jim Kessler, Vice President

STATE OF OHIO } SS

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 15th day of December, 1993 by Jim Kessler, the Vice President of Mid-American National Bank & Trust.

Notary Public

RECEIVED &Recorded

DEC 15 1993 7:35 PM
SUE RIOUX
RECORDCLUCAS COUNTY, OHIO

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