

**COMPOSITE DECLARATION OF RESTRICTIONS**

**INCLUDING ALL AMENDMENTS**

**FOR**

**THE MEADOWS**

**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 I, 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 109, pages 49 through 54, Lucas County, Ohio, Record of Plats, which real estate is hereinafter sometimes called "The Meadows", 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 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 I, 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 vehicle or housing device shall be housed within a garage building. None of the foregoing vehicles or housing devices shall be stored on the outside of any lot, in front of any lot or anywhere on any street within The Meadows. Roof mounted antennas or satellite discs are expressly prohibited in The Meadows.
- 1.6 Lots and streets within The Meadows may not be used for the storage of automobiles, trucks, trailers, service and/or related vehicles owned privately

or by contractors or service companies, scrap, scrap iron, water, paper, glass or any reclamation products or materials. Provided, however, building materials, related building supplies, sod, dirt and/or gravel may be stored on a lot during a period when a structure is being erected upon such lot, but only if such materials are incorporated in or otherwise incidental to the construction of the structure. Provided further, however, that any of the foregoing 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 of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the written approval of the Board of Directors.

- 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 device 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.
- 1.16 The owner of each residential lot subject to these Restrictions shall place and maintain at the curb of such residential lot one or more receptacles for the delivery of United States Mail, newspapers, and other similar deliveries, as follows:

- All mailboxes must comply with all applicable USPS, federal, state and local laws and postal regulations.

- Mailboxes must be kept in good condition and repaired, maintained, cleaned and painted, if applicable, to provide an appearance which is harmonious and consistent with the appearance of the residences and other permitted structures in the subdivision.

- Each mailbox must be architecturally harmonious, esthetically consistent, and desirable for The Meadows residential subdivisions as determined, in good faith, by the Architectural Control Committee and /or the Meadows Board of Directors.

- Bare metal mailboxes, plastic mailboxes, or plastic newspaper delivery tubes on a simple metal post (and similar construction and material) shall expressly not be deemed in compliance with these provisions. Mailboxes must be maintained on a wooden, masonry, or decorative iron post or stand. Mailboxes may be painted decorative metal or wood.

The Meadows Association shall notify a property owner of any violation of the foregoing in writing and advise that the owner has 60 days from the date of the notice to correct the violation.

If the property owner does not correct the violation within 60 days of the notice, the Meadows Association may issue an assessment against the property owner in the amount of \$20.00 (twenty dollars) per day, not to exceed \$600.00, for the period of time after the 60 day allowance, that the violation is in effect and has not yet been corrected. The Meadows Association shall be entitled to file a lien on the property for the collection of the assessment.

- 1.17 All structure exteriors, improvements, landscaping, lawns and other exterior areas on all lots shall be installed and maintained in accordance with this Declaration of Restrictions, in a manner that is visually harmonious with the aesthetics of The Meadows, and must be of a quality and appearance that is appropriate in relation to and consistent with the quality and appearance of the exteriors, improvements, landscaping and lawns throughout The

Meadows. Compliance with the foregoing requirements shall be determined by the Board of Directors after consultation with the Architectural Control Committee, if such committee exists at that time. Any failure to comply with this section shall be deemed a violation of these Restrictions.

## 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 erection 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 acceptability 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 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

- 3.1 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 with the Recorder of Lucas County, Ohio stating the amendment and

signed by the President and one other member of the Board of Directors with the formalities required by law.

## 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 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 The Board of Directors shall have the right and authority to construe and interpret these Restrictions, and its construction or interpretation in good faith shall be final and binding. In addition, the Board of Directors shall have the right and authority, by vote of at least three-fourths of the members of the Board, to override any aesthetic-related Restrictions which the Board reasonably deems to be outdated or no longer appropriate, at all times giving primary consideration to the maintenance of The Meadows as an architecturally harmonious, artistic and desirable residential subdivision.
- 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 and 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, the 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 of builder for whose benefit such modification is granted.

- 5.10 Wherever used herein, the term "structure" shall mean and refer to anything 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.
- 5.11 In the event an Owner of any lot in The Meadows, any tenant of such Owner, or any other person occupying such lot, shall be in violation of any of the Restrictions in Article I hereof as determined by the vote of three-fourths of the members of the Board of Directors, the Board of Directors shall give the Owner a written notice of noncompliance with and/or violation of the Restrictions.

An Owner receiving such notice:

- (a) shall have fourteen (14) days from the date of the notice to remedy the violation; and/or
- (b) may, upon written request, meet with the Board of Directors within this fourteen (14) day remedy period to (i) respond to the notice; (ii) provide any relevant information or rebuttal; (iii) request an extension of time to remedy the violation; or (iv) propose alternative remedies for the violation.

In the event the Owner fails to remedy the violation within said fourteen (14) day period, or within any extended time period granted by the Board of Directors, the Association shall have the right, through its agents, contractors and/or employees, to

- (a) enter onto the lot and repair, maintain and/or restore the lot and the structure exterior, improvements, lawn, landscaping and/or other exterior areas so that they comply with Article I, Section 1.17 hereof, or otherwise eliminate the violation of any other Restriction under Article I, including, but



not limited to, the removal of any vehicle, housing device, material or other item in violation of Sections 1.5 or 1.6 hereof, and assess the lot Owner for the cost incurred by the Association for all of the foregoing, including, but not limited to, the cost of transporting and/or storing any removed item, and any other services utilized in connection with the elimination of the violation; and/or

(b) assess the Owner \$50 per day per violation for up to thirty (30) days.

The Association shall have the right to file a notice of lien for any assessment which is not paid within thirty (30) days of the date of the initial assessment for such violation.

## ARTICLE VI

### PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

- 6.1 Upon the completion and occupancy of not less than seventy-five (75) residential dwellings, Developer shall cause to be incorporated an Ohio Nonprofit Corporation, to be called "The Meadows 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 the health, comfort, safety and general welfare of its residents. The Association shall maintain the boulevard areas within the dedicated roadways at the entrances to the subdivision as shown on the recorded plat.
- 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 Trustees determines, from time to time, to be for the general benefit of the owners of all residential lots in the subdivision and as required to carry out purposes herein set forth.
- 6.6 The Association shall enforce all provisions of the recorded plat, these 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 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 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.
- 6.11 The owners of lots of adjacent subdivisions such as The Meadows Plat II may become members of the Association provided such adjacent subdivisions have substantially identical covenants and restrictions recorded.

## ARTICLE VII

### SPECIAL FENCE FOR LOTS 6 THROUGH 19

- 7.1 The owner of each of lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall construct, prior to October 15, 1986, 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 shall continue to maintain and repair said fence thereafter. 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 enure to the benefit of the owners of the residential lots in The Meadows, and such adjacent subdivisions as may become members of the Association.
- 8.2 Until such time that the Association is formed, the Developer shall maintain the boulevard areas set forth in Item 6.3 above.

**PREPARED AS OF SEPTEMBER 26, 2016**

**NOTE: This document is a composite of the original Declaration of Restrictions recorded March 20, 1986 at Lucas County, Ohio Record 86-0317B09; the Amendment to Declaration of Restrictions recorded October 4, 2012 at Lucas County, Ohio Record 20121004-0048247; the Second Amendment to Declaration of Restrictions recorded May 11, 2016 at Lucas County, Ohio Record 20160511-0018001; and the Correction to Second Amendment recorded September 20, 2016 at Lucas County, Ohio Record 20160920-0037892.**