BRANDYWINE
PLATS 2-6

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WHEREAS, Sam A. Tisci, Inc., Trustee, (Developer) is the owner of the following described real estate:

Lots numbers one hundred sixty five (165) to two hundred fifty six (256), inclusive, in Brandywine Plats II thru VI, a Subdivision in Springfield and Monclova Townships, Lucas County, Ohio; and

WHEREAS, Developer desires to establish a general plan for the development of said Brandywine Plats II thru VI which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises;

NOW, THEREFORE, The 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, its successors and assigns, hereby declare and stipulate that said lots shall be conveyed by it subject to the following restrictions and conditions which shall run with the land and be incorporated by reference in all deeds conveying interests in Brandywine Plats II thru VI:

1. LAND USE AND BUILDING TYPE. Lots numbers one hundred sixty five (165) to two hundred fifty six (256), inclusive, shall be used only for private residential purposes and only one dwelling house for occupancy by a single family may be erected on any such lot. Such single family dwelling houses shall be restricted to 1 story, 1-1/2 story and 2 story buildings and shall include a two or three car attached garage for private use only, which garage shall conform architecturally to the dwelling house.

2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building setback lines as shown on the recorded plat. All or some buildings may be located behind such setback lines shown on recorded plat if the Architectural Control Committee hereinafter designated deems it desirable. No building shall be located nearer to the rear lot line than shall be determined by such Architectural Control Committee. No building shall be located nearer than 10 feet to any side lot lines. The Architectural Control Committee may refuse to permit a two story residence to be erected on a lot adjacent to a previously approved one story residence and vice versa.
3. ARCHITECTURAL CONTROL. No dwelling house, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure or facility shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot which affects the exterior appearance thereof until the plans and specifications therefor, showing, to the extent applicable, the nature, kind, shape, height, grade, materials, floor plans, garage location and style, parking facilities, landscaping, driveway location, color scheme, architectural style, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon, showing topographical data and surface drainage, shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property and from the golf course at the side or rear, as to which harmonious and pleasing elevations are to be provided. Any and all tanks must be buried below ground level. All dwelling-roofs shall be of gable or hip type construction with minimum pitch of 3" in 12". The maximum ridge height for a two story residence shall be 35 feet above the first floor level. The Architectural Control Committee shall set all building grades.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Sam A. Tisci and Janet M. Tisci who shall have charge of and keep all records of said Committee. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. If at any time a committee fails to exist by reason of the death and/or resignation of both committee members without the appointment of a successor or successors, a new committee may be elected by the owners of a majority of the lots in Brandywine Plats II thru VI, effective upon the filing for record of a written instrument signed by such owners designating such committee members.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the residence address of any member in Lucas County, Ohio. The Committee shall approve or disapprove said Plans and Specifications in writing within thirty (30) days from date of their submission.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. NUISANCES. No animal, fowl, or livestock of any kind shall be kept or harbored on any lot. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupants of other residences in Brandywine.
7. MISCELLANEOUS RESTRICTIONS.

(A) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence.

(B) All landscaping shown on the plans approved by the Architectural Control Committee will be completed within sixty (60) days of the first occupancy of any building if such occupancy occurs prior to September 15 of any year and, if not, it shall be completed by June 15 of the following year.

(C) No office, whether commercial or professional, shall be installed, maintained or operated in any building in said Subdivision.

(D) Each single family dwelling lot owner is required to abide by the following restrictions.

1. 1800 sq. ft. for a ranch house (liveable area)
2. 2300 sq. ft. for a two story (liveable area)
3. No aluminum siding allowed
4. No aluminum windows allowed
5. 1 x 8 fascia boards
6. Certain percent of brick (depending on design)
7. Five decorative trees of 2½" caliber, per lot (minimum)
8. Wooden mail boxes
9. Split rail fences, only
10. No above ground swimming pools.

(E) No boats, trucks, or trailers shall be stored or parked in the streets, yards, or driveways in this Subdivision.

(F) No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in approved containers made for that purpose to be buried or kept in garage or basement. Any unnecessary debris left on any lot during or after the construction of a building thereon may be removed by Developer and the owner of such lot shall be liable to Developer for the cost of such removal.

(G) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except on portable laundry dryers at locations specifically approved by the Architectural Control Committee and no laundry shall be hung for drying on Sundays or other legal holidays.

(H) No sign of any character shall be erected, posted or displayed upon or about any lot in said Subdivision without the written permission of the Architectural Control Committee.
(I) 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 thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any or all times have the right to enforce the same.

(J) Each lot owner must abide by the following:

1. 40 ft. minimum rear yard
2. 50 ft. maximum front yard setback
3. Lots abutting Salisbury and Holloway Rds., 75 ft. minimum rear yard
4. Lots 173, 174, 197, 210-213, 228-231 & 246-256, must install eight foot (8) planting screen as approved by the Plan Director, at time of construction

(K) 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 otherwise complying with all requirements of the Monclova Township Zoning Resolution.

(L) In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any improvements covered thereby, and such variance shall be deemed a violation of these restrictions.
Sam A. Tisci, Inc., Trustee, the owner of the property affected by the change in zoning classification, hereby certifies that:

(1) It adopts this drawing as the final drawing submitted in compliance with regulations under the Munlova Township Zoning Resolution for Planned Development;

(2) It hereby expresses its intent to dedicate to the public use any and all streets and right-of-ways as indicated on the final drawing;

(3) Lots numbered 165 through 256 are restricted to single family residential purposes only, and lot A is to be used as a paved pedestrian holding area, but is not designated nor committed to the public use, nor to the common use of those residents in the proposed development; and

(4) It hereby agrees to provide two copies of all approved construction plans for storm, sewer, water, and sanitary sewer construction for each plat after such plans are approved by the appropriate governmental agencies; and it hereby agrees to provide written documentation evidencing that the proper monies are escrowed to insure the completion of contemplated improvements within the proposed development.

SIGNED:

Sam A. Tisci, Inc., Trustee
Sam A. Tisci, Inc.

STATE OF OHIO
COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Sam A. Tisci, President of the said Sam A. Tisci, Inc., who acknowledged that he did sign said instrument as such officer of said corporation in behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of the said Sam A. Tisci, Inc., acting as Trustee, and Sam A. Tisci as such officer; and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this ___ day of ___, 1978.

Notary Public
8. RIGHT TO MODIFY. The Architectural Control Committee may, with the consent of the owners of record of two-thirds (2/3) of the lots in the Subdivision, annul, waive change or modify any of the covenants, reservations and restrictions herein contained to any single family dwelling lot in said Subdivision providing that such activity complies with all requirements of the Middletown Township Zoning Resolution.

9. DURATION AND RENEWAL. All the covenants, agreements, easements, reservations and restrictions contained herein shall be in force until January 1, 1998, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless terminated or modified in writing by the then owners of 80% of the lots in the Subdivision. Said termination or modification of these Restrictions to be effective must be recorded prior to the automatic extension date.

IN WITNESS WHEREOF, Sam A. Tisci, Inc., Trustee, has caused the Declaration of Restrictions to be signed by its duly authorized officers, this 6th day of September, 1978.

Signed and Acknowledged

Sam A. Tisci, Inc., Trustee

By: ____________________________

Sam A. Tisci, President

By: ____________________________

Janet M. Tisci, Secretary

STATE OF OHIO
COUNTY OF LUCAS

Before me a Notary Public in and for said County, personally appeared Sam A. Tisci, President and Janet M. Tisci, Secretary of the said Sam A. Tisci, Inc., Trustee, who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Sam A. Tisci and Janet M. Tisci as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 6th day of September, 1978.

John F. McCarthy, Esq.