This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
CROSBY PROPERTIES, INC., a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 717 Madison Avenue, Toledo, Ohio (hereinafter called "Crosby"), has caused to be duly laid out, approved, adopted and recorded in Volume 69 page 1 of the Plat Records in the office of the County Recorder of Lucas County, Ohio, a certain plat designated as BROOKE PARK ADDITION, PLAT 2 (hereinafter called the "Plat"). A Subdivision in the City of Toledo, Lucas County, Ohio (hereinafter called "Brooke Park"). Crosby is now the owner of all the lots in the Plat, and proposes to adopt restrictions as to the use thereof in order to preserve said addition as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of the Plat and all of the lots and shall run with the land for the benefit of Crosby and all subsequent owners of lots in the Plat, and shall be binding upon all of them.

Said restrictions, hereby adopted, which shall be made a part of all conveyances of premises in the Plat, shall be and are as follows:

ARTICLE I

General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "building" as used in this Declaration of Restrictions is intended to mean either a detached building or a block of two or more attached buildings.

3. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.
4. The word "plot" as used in this Declaration of Restrictions is intended to mean any parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of a single lot or of more or less than a single lot.

5. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

6. The words "mobile home" as used in this Declaration of Restrictions are intended to mean any house car, house trailer, or similar mobile unit which may be used for dwelling or sleeping purposes.

7. Crosby 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.

All the restrictions herein contained shall be construed together, but if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, nor any part thereof, shall be thereby affected or impaired.

8. Crosby shall not be or become liable to any owners of any plot in the Plat or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that Crosby shall be liable only for its own gross negligence or willful misconduct.

9. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of Crosby, its successors or assigns.

10. 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.

11. If, in the opinion of Crosby, the shape of, dimensions, number of structures or typography of the lot or plot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these reservations and restrictions would work a hardship, Crosby may, in writing, modify these restrictions as to such plots so as to permit the erection of such structure or building or the making of the proposed improvements.

12. In the event of a material change in conditions or in circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of plots in said addition, or which would cause such restrictions to cease being beneficial to the owners of such plots, then Crosby, its successors and assigns, after written notice given by mail to the owners of plots in the Plat, and after the written approval of the holders of record title to more than fifty per cent (50%) of the total area in Brooke Park is given, Crosby may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all plot owners. The provisions of this Item 12 shall not be construed as a limitation upon the right of Crosby to modify the provisions of this Declaration of Restrictions provided for in Item 11 above.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in Brooke Park shall be used for residential purposes only and for no other purposes.

2. Any dwelling erected or maintained upon any of said plots shall contain only so many dwelling units as to maintain a density of not less than 2,400 square feet of lot area per dwelling unit. No basement, trailer, mobile home, or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any mobile home, residence
or other structure of a temporary character be permitted on any lot, except that those structures approved by Crosby as proper for the construction and development of said plots are permitted.

3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by Crosby. If materials other than stone, brick or lumber (except for basements and interior walls) are proposed to be used, the same must be approved in writing by Crosby, its successors and assigns.

4. No structure or building, or part thereof (including porches, verandas, porte-cochere', or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear easement line, than as shown as building lines on the Plat, and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Crosby, as hereinafter provided. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front line, plus one additional foot for each two dwelling units over eight, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than ten (10) feet to a side lot line, plus one and one-quarter (1-1/4) feet for each dwelling unit over eight or with a total side yards of twenty-six (26) feet plus three and one-quarter (3-1/4) feet for each dwelling unit over eight, except that no side yard exceeding three (3) feet shall be required for a detached garage or other permitted accessory building located one hundred (100) feet or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than five (5) feet to the rear lot line. A rear non-paved yard of a minimum of twenty (20) feet must be maintained adjacent at the rear of the building.
5. No parking area or accessory building shall be constructed within the required front yard. Nor shall any parking area be constructed within twenty (20) feet of a dwelling or in the required side yard, except as may be approved by Crosby. In the event of such approval, the parking area shall be screened with evergreen plantings not less than three and one-half (3-1/2) feet in height. No driveway shall be constructed within four (4) feet of a dwelling with eight or less dwelling units or within six (6) feet of a dwelling with more than eight dwelling units.

6. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder or broker to advertise the property during the construction and original sales period or rental period. The right is reserved by Crosby, its successors and assigns, to erect such structures or signs on any unsold lots or plots.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

9. 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 screened areas. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Crosby.
ARTICLE III

Approval of Plans

1. Crosby, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to, fences, signs, walls, automobile driveways), painting and other details of the improvement of the plots must be submitted for examination and approval before any erections or improvements shall be made upon said plots and before any additions, changes or alterations are made to such erections or improvements. Crosby 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 and for such portions of Brooke Park as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument, signed by Crosby or by its successors or assigns, evidencing the fact of such assignment or relinquishment, is filed for record with the Lucas County, Ohio, Recorder.

2. No structure or building, fence, hedge, wall, or enclosure of any kind shall be erected or maintained upon any of said plots unless and until there has been filed with Crosby complete plans and specifications for such structure or building, completely showing, among other things, its location upon the plot, materials of which it is to be constructed, the type and style of architecture, the grading of the plot, including the grade elevations of the structure or building, the location of driveways or walks, the landscaping of the plot, and all other information which Crosby may require or request. The principal dwelling shall be substantially constructed of brick or stone acceptable to Crosby. And, at least the front and side yards shall be sodded. No building shall be started or grading of the plot undertaken or other work done upon the premises until the written approval of Crosby has been secured therefor.
3. Crosby reserves the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Brooke Park.

4. In all instances where plans and specifications are required to be submitted to and are approved by Crosby, 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 approved improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

Crosby 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, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, across, or under all of the areas designated as "utility easement", "sewer easement" or with words of similar import on the Plat and along and upon all highways now existing or hereafter established and abutting all the plots in said Brooke Park. Crosby also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Brooke Park from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient installation, repair and operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement", "sewer easement" or with words of similar import upon the Plat. The terms "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions
shall not include plot improvements such as driveways and fences.

No owner of any of the plots in Brooke Park shall have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in the Plat without the written consent of Crosby.

ARTICLE V

Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners and their heirs, successors and assigns, and all land in said Brooke Park until the first day of January, 1997, after which time said covenants shall be automatically extended for successive periods of ten years each unless the record owners of a majority of the land comprising the Plat, exclusive of streets, agree in writing to change said restrictions in whole or in part. The said restriction changes shall become effective from and after the time an instrument in writing, executed by the said record owners with the formalities then required by the State of Ohio for the execution of deeds, setting forth the changes so agreed upon, is filed for record with the Lucas County, Ohio Recorder.

ARTICLE VI

Right to Enforce

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto, Crosby, its successors and assigns, is granted the right to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist contrary to these restrictions, or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.
2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restriction hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

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

IN TESTIMONY WHEREOF, CROSBY PROPERTIES, INC. has caused the execution of this Declaration by its Vice President, and attested by its Assistant Secretary, thereunto duly authorized, this _____ day of October, 1972.

Signed and acknowledged in the presence of:

CROSBY PROPERTIES, INC.

[Signature]
[Date]

STATE OF OHIO ) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county and state, personally appeared James D'Alton, Vice President, and Swift C. Corwin, Assistant Secretary, of Crosby Properties, Inc., who acknowledged that they did sign said instrument as Vice President and Assistant Secretary of the said Crosby Properties, Inc. on 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 James D'Alton and Swift C. Corwin 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 11th day of October, 1972.

Notary Public
By commission expires December 7, 1972.

This Instrument Prepared By:
Norman C. Hartsel, Esquire
Sheaiker, Loep & Kendrick
611 Madison Avenue - Suite 500
Toledo, Ohio 43624
DECLARATION OF RESTRICTIONS

RECEIVED AND RECORDED 10:00 AM
OCT 12, 1972
IN VOL. 2519 PAGE 154
RECTOR

JOHN McHUGH

SHUMAKER, LOOP & KENDRICK
ATTORNEYS
SUITE 300
301 MADISON AVENUE
TOLEDO, OHIO 43624

[Signature]