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.
AMENDMENT TO DECLARATION OF RESTRICTIONS
BROOKE PARK ADDITION, PLAT 3 AND
BROOKE PARK ADDITION, PLAT 4E
SUBDIVISIONS IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

This Amendment to Declaration of Restrictions ("Amendment") is made effective as of December 20, 2001 by the record owners of not less than fifty percent (50%) of the land in Brooke Park Addition, Plat 3, and Brooke Park Addition, Plat 4E (collectively, the "Owners"), who are further described below and whose names are set forth on the signature pages hereof.

RECITALS

A. Brooke Park Addition, Plat 3 ("Plat 3") has been duly laid out, approved, adopted and recorded in Volume 74, page 3 of the Plat Records in the office of the County Recorder of Lucas County, Ohio and Brooke Park Addition, Plat 4E ("Plat 4E") has been duly laid out, approved, adopted and recorded in Volume 74, page 18 of the Plat Records in the office of the County Recorder of Lucas County, Ohio.

B. Plat 3 and Plat 4E are hereinafter sometimes referred to collectively as the "Plats" or the "Property."

C. The following persons or entities are the owners in fee simple of the lands described below ("Owners"): 

(a) Lots 58 through 63 inclusive are owned by Dianna Van Baaren and such lots collectively constitute 13.9% of the land comprising the Property, exclusive of the streets;

(b) Lots 48, 49, 54 and 79 are owned by the Lucas Metropolitan Housing Authority ("LMHA") and such lots collectively constitute 10.4% of the land comprising the Property, exclusive of the streets;

(c) Lots 55 and 56 are owned by John T. Hayes, Joanne Hayes and A. Josephi Snyder, and such lots collectively constitute 4.4% of the land comprising the Property, exclusive of the streets;

(d) Lot 57 is owned by Norman G. Dessum, Jr. and Jane S. Dessum, Trustees, and such lot constitutes 2.6% of the land comprising the Property, exclusive of the streets;

(e) Lot 44 is owned by Trail Investors, an Ohio general partnership, and such lot constitutes 14.3% of the land comprising the Property, exclusive of the streets.

(f) Lot 45 is owned by D.I.T., Inc., an Ohio corporation, and such lot constitutes 6.0% of the land comprising the Property, exclusive of the streets.
(g) Lots 46 and 47 are owned by Scott M. Sutter, and such lots collectively constitute 11.8% of the land comprising the Property, exclusive of the streets.

D. The lots as shown on the Plats are hereinafter referred to individually as a "Lot" and collectively as the "Lots."

E. On August 23, 1976, a certain Declaration of Restrictions (the "Declaration"), which was recorded in the Recorder's Office of Lucas County, Ohio in Volume 3380, page 266, was adopted imposing certain restrictions (the "Restrictions") upon the Lots.

F. Article 5 of the Declaration provides that the Restrictions are deemed to be covenants that run with the land and bind all lots until the first day of January, 1997, after which time the Restrictions are automatically extended for successive periods of ten (10) years each unless the record owners of a majority of the land comprising the Plats, exclusive of streets, agree in writing to change the Restrictions in whole or in part. The Owners collectively own more than a majority of the land comprising the Plats.

G. The Owners desire to amend the Declaration and the Restrictions to permit single family houses to be constructed on certain Lots.

H. The Owners desire to amend the Declaration and the Restrictions to clarify certain rights and responsibilities under the Restrictions and to make certain other amendments to the Declaration and the Restrictions.

I. Capitalized terms not defined in this Amendment have the meaning set forth in the Declaration.

NOW, THEREFORE, the Owners amend the Declaration as follows:

1. Establishment of Association. The Owners create the Brooke Park Owners' Association (the "Association"). The members of the Association shall be the owners, from time to time, of all of the Lots in the Plats. Each member of the Association shall be entitled to one (1) vote in the Association for each Lot that such member owns. When more than one person holds an ownership interest in any Lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such Lot shall be exercised as the owners themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Association may, at any time, convey and assign all of its rights and duties hereunder to an Ohio non-profit corporation, which shall thereafter act and function as the Association. The Association shall be governed by a five (5) member Board of Trustees ("Board"). One member of the Board of Trustees shall be appointed by LMHA, and the remaining members shall be elected by a vote of the members. For purposes of such meeting, the presence of members owning a majority of Lots shall constitute a quorum. The Board may adopt and establish such bylaws as the Board may deem necessary or desirable for the operation of the Association.

2. Exercise of Rights. Effective as of the date of this Amendment, the Partnership and Crosby Properties shall cease to have any rights or powers under the
Declaration. All of the rights and powers granted to the Partnership, Crosby Properties and the Architectural Control Committee in the Declaration are granted to the Association and are exercisable by the Association acting, in each instance, through the Board. Any action by the Board shall be deemed to be the action of the Association, including, without limitation, the approval of plans and specifications as provided herein. Any reference to the Partnership, Crosby Properties or the Architectural Control Committee in the Declaration shall be replaced by the Association, acting in each instance through its Board.

3. **Right to Subdivide.** Article I, Section 11 of the Declaration is deleted in its entirety.

4. **Parking.** The following sentence is inserted after the last sentence in Article II, Section 5, of the Declaration:

   Notwithstanding the above, there shall be no restrictions governing the location of the parking areas on lots so long as such parking areas are not located in the front yard areas.

5. **Landscaping.** The following sentence is inserted at the end of Article II, Section 6:

   Notwithstanding the foregoing, no landscaping, fencing, or screening plan is required for any lot or portion thereof.

6. **Single Family Dwelling.** The following sentence is inserted after the last sentence in Article II, Section 11:

   Notwithstanding the above, any lots may be developed as single family dwellings.

7. **Except as modified by this Amendment, the Declaration is ratified and confirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Owners have executed this Amendment as of the date first set forth above.

Signed and acknowledged in the presence of:

Signed here: Karen Lamber
Print here: Karen Lamber

Signed here: John Amtley
Print here: David Whaley

OWNERS:

Dianna Van Baaren
Dianna Van Baaren, Owner of Lots 58-63
(13.5% of the total land area)

STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 14th day of December, 2001, by Dianna Van Baaren.

DAWN WHALEY (WALLACE)
Notary Public, State of Ohio
My Commission Expires 8-19-2002
Lucas Metropolitan Housing Authority,
Owner of Lots 48, 49, 54 and 79
(10.4% of the total land area)

Sign here:  [Signature]
Print here:  [Name]

By:  [Signature]
Title:  Executive Director

STATE OF OHIO  
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 10th day of December, 2001, by [Name], the Executive Director of the Lucas Metropolitan Housing Authority, a(n) [organization type], on behalf of the authority.

Notary Public

My Commission Expires:  __________________________ [Seal]
John T. Hayes, Co-Owner of Lots 55 and 56
(4.4% of the total land area)

Joanne Hayes, Co-Owner of Lots 55 and 56
(4.4% of the total land area)

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 4th day of December, 2001, by John T. Hayes and Joanne Hayes, husband and wife.

DAWN WHALEY (WALLACE)
Notary Public, State of Ohio
My Commission Expires 8-19-2002
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 13 day of December, 2001, by A. Joseph Snyder.

Rosemary V. Cooper
Notary Public

My Commission Expires: 2-23-03

[SEAL]

ROSEMARY V. COOPER
Notary Public, State of Ohio
Commission Expires 2/23/2003
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 18th day of December, 2001, by Norman G. Dessum, Jr. and Jane S. Dessum, husband and wife, Trustees.

DAWN WHALEY (WALLACE)
Notary Public, State of Ohio.
Trall Investors
Owner of Lot 44 (14.2% of the
total land area)

Sign here:  Janet Collins
Print here:  JANET COLLINS

By:  William A. Kratzer
Title:  TRUSTEE

Sign here:  Pamela D. Weaver
Print here:  Pamela D. Weaver

STATE OF OHIO  }  SS:
COUNTY OF LUCAS  }

The foregoing instrument was acknowledged before me this 26th day of
December, 2001, by Mark Zydorci, Trustee, the authorized general partner
of Trall Investors, an Ohio general partnership, on behalf of the partnership.

Janet K. Collins
Notary Public

My Commission Expires: 4-14-2004  [SEAL]

02 0060D10
Scott M. Sutter, Owner of Lots 46 and 47 (11.8% of the total land area)

The foregoing instrument was acknowledged before me this 20th day of December, 2001, by Scott M. Sutter.

Elizabeth A. Perry  
Notary Public

My Commission Expires: 11-7-04  
[SEAL]

THIS INSTRUMENT PREPARED BY:

Jeffrey H. Miller, Esq.
Shumaker, Loop & Kendrick, LLP
North Courthouse Square
1000 Jackson Street
Toledo, Ohio 43624-1573

RECEIVED &.Recorded
JAN 03 2002
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RECORDER, LUCAS COUNTY, OHIO

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