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.
DECLARATION OF RESTRICTIONS
BROOKE PARK ADDITION, PLAT 3
AND BROOKE PARK ADDITION, PLAT 4E
SUBDIVISIONS IN THE CITY OF
TOLEDO, Lucas County, Ohio

BROOKE PARK, an Ohio general partnership (hereinafter the "Partnership") consisting of VALLEY PARK, INC., THE SEASCAPES BUILDING CO., INC., THE HOMELAND COMPANY, INC., and CROSBY PROPERTIES, INC., which Partnership has its principal place of business at 717 Madison Avenue, Toledo, Ohio, and CROSBY CONSTRUCTION COMPANY, INC., an Ohio corporation having its principal place of business at 717 Madison Avenue, Toledo, Ohio (hereinafter "Crosby Construction") are now the owners of all lots in certain plats designated as BROOKE PARK ADDITION, PLAT 3 and BROOKE PARK ADDITION, PLAT 4E (hereinafter called "Plat 3" and "Plat 4E", respectively, or the "Plats"), Subdivisions in the City of Toledo, Lucas County, Ohio. 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 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. The Partnership and Crosby Construction propose to adopt restrictions as to the use thereof in order to preserve said additions as desirable residential districts. The restrictions constitute a general plan applicable to the development and use of said Plats and all the lots, and shall run with the land for the benefit of the Partnership, Crosby Construction, and all subsequent owners of lots in the Plats, 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 Plats, 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, and containing either town houses or multiple dwellings.

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. The words "town house" as used in this Declaration of Restrictions are intended to mean any two-story unit designed and intended for use as a residence for human occupancy, which unit is connected to another unit or to other units similar in design, and which has no interior areas in common with other units. No more than six (6) town houses shall be contained in each building.

8. The words "multiple dwelling" as used in this Declaration of Restrictions are intended to mean a unit contained in a building which is designed for or occupied as the home of two or more families living independently of each other, and which units are not town houses. No more than eight (8) such units shall be contained in each building.
9. Crosby Properties, Inc., or its successors and assigns, as the case may be (hereinafter aggregately referred to as "Crosby Properties"), shall have the right, but not the duty, to construe and interpret these restrictions, and any such 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.

10. Neither the Partnership nor Crosby Properties shall be or become liable to any owner of any plot in the Plats 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 the Partnership or Crosby Properties shall be liable only for its own gross negligence or willful misconduct.

11. No owner of any plot in the Plats shall subdivide the same or convey less than the whole of any lot or plot without first obtaining the written consent of Crosby Properties.

12. 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.

13. If, in the opinion of Crosby Properties, the shape of, dimensions, number of structures or topography 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 Properties 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.
14. 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 additions, or which would cause such restrictions to cease being beneficial to the owners of such plots, Crosby Properties, 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 the Plat, may modify those 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 14 shall not be construed as a limitation upon the right of Crosby Properties to modify the provisions of this Declaration of Restrictions provided for in Item 13 above.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in the Plat 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, excepting those structures approved by Crosby Properties as proper for the construction and development of said plots.

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 Properties. 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 Properties.

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 Plats, and no additions to any residence or garage shall be constructed or maintained upon any lot after once established unless written approval of such addition shall first have been obtained from Crosby Properties, as hereinafter provided. In any event, no building shall be located on any lot within twenty-five (25) feet of the front line, plus, in the case of a building consisting of town houses, two and one-half (2-1/2) feet for each town house in excess of four (4), or, in the case of a building consisting of multiple dwellings, two and one-half (2-1/2) additional feet for each multiple dwelling unit in excess of six (6). No building shall be located on any lot within ten (10) feet of a side lot line and, in addition, the aggregate minimum side lot set-back for each building (when both side lots are considered) shall be at least twenty-two (22) feet plus one (1) foot for each multiple dwelling unit or town house in excess of four (4) per building. No building shall be located on any lot within fifty (50) feet of the rear lot line. The preceding sentence notwithstanding, however, no building shall be located on Lots 74 through 79, both inclusive, within seventy-five (75) feet of the rear lot line of said lots. No driveway shall be located within four (4) feet of a dwelling.

5. No parking area or accessory building shall be constructed within fifteen (15) feet of a dwelling consisting of town houses, plus two and one-half (2-1/2) feet for each town house in excess of four (4). No parking area shall be constructed within twenty (20) feet of a dwelling consisting of multiple dwellings. No parking area shall be located within the required side yard of any lot, nor within five (5) feet of the rear lot line thereof. No parking shall be permitted between any dwelling and the street in the required
front yard, nor shall any parking area be constructed in said required front yard.

6. A detailed landscaping, fencing and screening plan (which may include all, several, or one lot of the Plans) shall be submitted to the Plan Director for approval. No construction shall begin on any lot until such a plan has been approved for such lot.

7. 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.

8. 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 Properties or the Partnership to erect such structures or signs on any unsold lots or plots.

9. 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 purposes.

10. 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 Properties.

11. No dwellings shall be constructed on Lots 53 through 63, inclusive, or on Lots 74 through 79, inclusive, unless such dwellings contain town houses. Dwellings containing multiple dwelling units or town houses may be constructed on Lots 45 through 52, inclusive, and on Lots 64 through 73,
12. Lot 44 may be developed as a commercial lot in accordance with the terms of the Community Unit Plan (Ordinance No. 203-74, as amended) approved by the Council of the City of Toledo on March 5, 1974. Any commercial development on said Lot 44 shall be pursuant to the provisions of Ordinance No. 203-74, as amended, including approval by the City Plan Commission of a detailed development plan.

ARTICLE III

Approval of Plans

1. Crosby Properties 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 Properties hereby expressly reserves to itself, 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 the Plats as it may desire. Such assignments or relinquishment will become effective from and after the time a written instrument, signed by Crosby Properties, or by its successors or assigns, evidencing the fact that 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 Properties complete plans and specifications for such structure or buildings, completely showing, among other things, its location upon the plot, materials of which it is to be constructed, the type 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 Properties may require or request. The principal dwelling shall be substantially constructed of brick or stone acceptable to Crosby Properties, 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 Properties has been secured therefor.

3. Crosby Properties reserves the sole and exclusive right, but not the duty, 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 Plats.

4. In all instances where plans and specifications are required to be submitted to and are approved by Crosby Properties, 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.

5. In requiring the submission of detailed plans and specifications as hereinabove set forth, Crosby Properties desires the development of the Plats as architecturally harmonious, artistic and desirable residential subdivisions, and in approving or withholding its approval of any detailed plans and specifications so submitted, Crosby Properties may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability 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 Plats as a whole, and any determination made by Crosby Properties, in good faith, shall be binding on all parties in interest.

Although Crosby Properties is granted by this Declaration of Restrictions certain discretions and rights of approval, disapproval and interpretation, the owners of lots in the Plats, as further consideration for
the conveyance to them of such lots, do, for themselves, their heirs, executors, administrators, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge Crosby Properties from any claim they may have against Crosby Properties arising out of the exercise by Crosby Properties of such discretions and such rights of approval, disapproval and interpretation and/or the failure of Crosby Properties to exercise such discretions, rights of approval, disapproval and interpretation.

ARTICLE IV

Easements

The Partnership reserves to itself, and to its successors and assigns, the exclusive right to grant easements, easements, and rights-of-way for ingress and egress, driveways, parking lots, 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 "access easement", "utility easement", "sewer easement", or with words of similar import, on the Plats and along and upon all highways now existing or hereafter established and abutting all the plots in said Plats. The Partnership 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 Plats 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 "access easement", "utility easement", "sewer easement", or with words of similar import, upon the Plats. 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 the Plats shall have the right to reserve or grant any easements or rights-of-way upon or over any of the plots in the Plats without the written consent of the Partnership.

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 Plats until the first day of January, 1997, after which time said covenants shall be automatically extended for successive periods of ten years (10) each unless the record owners of a majority of the land comprising the Plats, 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, the Partnership, 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 vi-
lations or breaches may have occurred. The invalidity of any restriction
hereby imposed or any of the provisions hereof or of any part of any restric-
tion or provision 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, the Partnership shall be assignable and
shall inure to the benefit of the successors and assigns of the Partnership.

IN TESTIMONY WHEREOF, BROOKE PARK, an Ohio general partnership, has
caused the execution of this instrument by all its partners, and CROSBY
CONSTRUCTION COMPANY, INC. has caused its execution by a duly authorized
officer, this 23 day of August, 1976.

Signed and acknowledged in
the presence of:

[Signature]

(As to Brooke Park)

BROOKE PARK

By: VALLEY PARK, INC., PARTNER

By: James L. D'Alton

James L. D'Alton, Vice President

By: THE SEASCAPE BUILDING CO., INC., PARTNER

By: James L. D'Alton

James L. D'Alton, Vice President

By: THE HOMELAND COMPANY, INC., PARTNER

By: James L. D'Alton

James L. D'Alton, Vice President

By: CROSBY PROPERTIES, INC., PARTNER

By: James L. D'Alton

James L. D'Alton, Vice President
Signed and acknowledged in the presence of:  
T. C. Johnson  
Frances D. Roberts  
(As to Crosby Construction)  
CROSBY CONSTRUCTION COMPANY, INC.  
By James L. D'Alton, President

Acknowledged August 23rd 1976 by Brooke Park, an Ohio general partnership, which caused its partnership name to be subscribed to these presents by Valley Park, Inc., The Seascape Building Co., Inc., The Homeland Company, Inc. and Crosby Properties, Inc.(which corporations are all of the partners of the said Brooke Park, an Ohio general partnership), by James L. D'Alton, a Vice President of each such corporation, who is duly authorized by the Boards of Directors of each said partner to execute this deed on behalf of said corporations as such partners, before a Notary Public, Lucas County, Ohio (Seal.)

Acknowledged August 23rd 1976 by James L. D'Alton, President of Crosby Construction Company, Inc., an Ohio corporation, on behalf of the corporation, before a Notary Public, Lucas County, Ohio (Seal.)

Received for record August 24th 1976 at 10:20 A.M., and recorded in Volume 3360 of Mortgages, page 266.
Signed and acknowledged in the presence of:

CROSBY CONSTRUCTION COMPANY, INC.

(As to Crosby Construction)

By James L. D'Alton, President

STATE OF OHIO

) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me, a Notary Public in and for said county, this 23rd day of August, 1976, by BROOKE PARK, an Ohio general partnership, which caused its partnership name to be subscribed to these presents by Valley Park, Inc., The Seascapes Building Co., Inc., The Homeland Company, Inc. and Crosby Properties, Inc. (which corporations are all of the partners of the said BROOKE PARK, an Ohio general partnership), by James L. D'Alton, a Vice President of each such corporation, who is duly authorized by the Boards of Directors of each said partner to execute this deed on behalf of said corporations as such partners.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Toledo, Ohio, this 23rd day of August, 1976.

Notary Public

FRANCES D. ROBERTS
Notary Public, Lucas County, Ohio
My Commission Expires Dec. 31, 1979

STATE OF OHIO

) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 23rd day of August, 1976, by James L. D'Alton, President of Crosby Construction Company, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

FRANCES D. ROBERTS
Notary Public, Lucas County, Ohio
My Commission Expires Dec. 31, 1979

This Instrument Prepared By:
Gary R. Diesing, Esquire
Shumaker, Loop & Kendrick
Suite 500, 811 Madison Avenue
Toledo, Ohio 43624