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DECLARATION OF RESTRICTIONS
FOR
BROOKE PARK ADDITION
TOLEDO, LUCAS COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, That The Toledo Mutual Investors, Inc., a corporation, and the present owner of each and every of the lots known as #1 to #25, inclusive, in the subdivision in the City of Toledo, Lucas County, Ohio, known as Brooke Park Addition Plat I, the plat of which is recorded in Volume 64, Page 47, of the Record of Plats, Lucas County, Ohio, for the benefit and protection of itself and of each of the future owners of each of the lots in said addition, and, in order that there may be established a general plan of restrictions covering the use and occupancy of each of said lots, does hereby declare that each and every of said lots hereinafter sold, conveyed or transferred by it, The Toledo Mutual Investors, Inc., including transfers by operation of law, shall be deemed to be sold, conveyed and/or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and only one building containing not less than two (2) or more than eight (8) dwelling units shall be erected on each platted lot, provided that up to three (3) adjoining lots may be combined as one building site and one continuous building containing not more than eight (8) dwelling units, for each lot to a maximum of twenty-four (24) dwelling units in the building, may be erected on said combined site. Dwelling buildings shall maintain a density of not less than 2400 sq. ft. of lot area for each dwelling unit. No building shall be erected, altered, placed or permitted to remain on any lot other than (a) one multi-family
residence building not to exceed two and one-half stories and not more than thirty-five feet (35') to its highest ridge height, and not less than twelve feet (12') to its lowest ridge height, both measurements to be taken from the first floor level; (b) one private, one to ten car, garage on each lot; and (c) such other accessory buildings as may be permitted by the architectural control committee. No residence building shall be erected with a frontage of more than seventy-four feet (74') overall per lot, to a maximum of 222' for three (3) or more combined lots. Each lot shall provide parallel parking in the rear of the main building.

2. ARCHITECTURAL CONTROL. No building, fence, hedge, wall, walk or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications prepared by a competent architect, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done and the grading of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee and finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the material of which it is to be built, and 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. Any and all oil tanks must be buried below ground level.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street or easement line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any
lot nearer than twenty-five feet (25') to the front line, plus one additional foot for each two dwelling units over eight, or nearer than twenty feet (20') to any side street line. No building shall be located nearer than ten feet (10') to a side lot line, plus 1 1/4 ft. for each dwelling unit over eight or with a total side yards of 26 feet plus 3 1/4 feet for each dwelling unit over eight, except that no side yard exceeding three feet (3') shall be required for a detached garage or other permitted accessory building located one hundred feet (100') or more from the minimum building setback line. No detached garage or other accessory buildings shall be located nearer than five feet (5') to the rear lot line. A rear non-paved yard of a minimum of twenty feet (20') must be maintained adjacent at the rear of the apartment building.

4. PARKING. No parking area or accessory building shall be constructed within 20 ft. of a dwelling or within the required side yard or the required front yard and no driveway shall be constructed within 4 ft. of a dwelling with eight or less dwelling units or within 6 ft. of a dwelling with more than eight dwelling units.

5. SIDEWALKS. Four foot sidewalks, shall be provided and maintained in the right-of-way and walkway easement, by the respective lot owners, subject to approval of the Division of Engineering as to exact location and specifications.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet (5') of each lot. All electric energy lines must be underground from the rear utility easement to the apartment building.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, and no trailer, boat, basement, tent, shack, garage, barn
or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. ARCHITECTURAL CONTROL COMMITTEE.

(a). MEMBERSHIP. The Architectural Control Committee shall be composed of the President and Secretary of Toledo Mutual Investors, Inc. All of the rights, powers, easements, estates, liens and charges given to the Corporation hereby may, if the Corporation should so desire, be assigned and transferred by it to a corporation or association that will agree to assume said rights, powers, duties and obligations and carry out and perform the same according to the terms, covenants and conditions hereof; and, if at any time, the owners of 90% of the lots in Brooke Park Addition shall cause to be incorporated, under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws shall afford to all owners a voice in management and control of its affairs, according to the number of lots owned by each; the Corporation may, but is not required, to convey to such corporation the rights, powers, titles, easements, estates, liens and charges aforesaid.

Any such assignment or transfer shall be made by proper instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of said rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Corporation to the extent as though it was named in the place and stead of the Corporation in this instrument; and the Corporation shall thereupon be released from all obligations and duties hereunder, except as to any lots still owned or held by it as to which lots its rights and liabilities shall be the same as though it had purchased them subject to the restrictions herein contained.
(b). PROCEDURE. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days (30) after plans and specifications have been submitted to it, then the same shall be deemed approved.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six 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.

14. LIVESTOCK AND POULTRY. 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.

15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall
be kept in a clean and sanitary condition.

16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

17. No trailer or boat of any type shall be parked, kept or stored on any lot in said subdivision unless the same be parked, kept or stored in a garage or other accessory building which has been erected with the consent and approval of the architectural control committee.

18. No building on any lot shall be used at any time as a residence or for living quarters for any person, temporarily or otherwise, unless and until completely finished, both exterior and interior, according to the approved plan.

Signed this 30th day of September, 1970.

(Signed) THE TOLEDO MUTUAL INVESTORS, INC.

By Robert L. Nuffer, President

Two witnesses. Frances D. Roberts, Secretary.

Acknowledged November 18, 1970 by said Corporation, by said Officers, by authority of its Board of Directors, in Lucas County before a Notary Public, State of Ohio, (Seal).

Received for record November 18, 1970 and recorded in Volume 2334 of Mortgages, page 349.