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DECLARATION OF RESTRICTIONS AS TO BROOK POINT PLAT 1 A SUBDIVISION IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

ST. LAWRENCE DEVELOPMENT CORP., an Ohio Corporation, with its principal place of business at 2939 Douglas Road, Toledo, Ohio 43606 (the "Developer"), has caused to be laid out, approved, adopted and recorded in Volume 76 of Plats, Pages 27 and 28, in the office of the County Recorder of Lucas County, Ohio, a certain plat designated as Brook Point Plat 1, a Subdivision in the City of Toledo, Lucas County, Ohio ("Brook Point"). The Developer is now the owner of all the lots in Brook Point and proposes to adopt restrictions as to the use thereof in order to preserve said Subdivision as a desirable residential district. These restrictions constitute a general plan applicable to the development and use of Brook Point and all of the lots thereof, and shall run with the land for the benefit of the Developer and all subsequent owners of lots in Brook Point, and shall be binding upon all of them.

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

ARTICLE I
General Provisions and Definitions

1. The words "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, releases, conditions, provisions, easements, restrictions and charges as herein set forth.
2. The word "building" as used in this Declaration of Restrictions is intended to include either a detached building or a block of two or more attached buildings.

3. The term "single-family residence" as used in this Declaration of Restrictions shall mean a building occupied by one person, only, or a building occupied by more than one person provided all such persons are related by blood (including formal legal adoption) or marriage, and reside in such building under one of them who is the head of such household.

4. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a single-family residence.

5. The word "lot" as used in this Declaration of Restrictions is intended to mean any place or parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a dwelling. A lot may consist of a single lot designated as such on the recorded Plat of Brook Point, or of more or less than a single lot.

6. 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 lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

7. The words "side yard" as used in this Declaration of Restrictions are intended to mean a yard between a building and the side line of the lot on which the building is located, and extending from the front line to the rear line of said lot, and being the minimum horizontal distance between said lot line and the side of said building or any projections thereof.

8. The Developer assumes no obligations or responsibility with respect to the construction and installation of sidewalks on or in any part of Brook Point.
9. The Developer shall have the right, but not the duty, 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.

10. No owner of any lot in Brook Point shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Developer.

11. If, in the opinion of the Developer, the shape of, dimensions, number of structures or topography of the lot upon which a building, structure or improvement is proposed to be made, is such that a strict construction of these restrictions would work a hardship, the Developer may, but is not required to, modify these restrictions as to such lots so as to permit the erection of such structure or building or the making of the proposed improvements. Such modification shall not be effective unless it is made in writing and is filed for record with the appropriate public authority.

12. As used herein, the term "Developer" shall include its successors and assigns.

ARTICLE II

Use of Land

1. Except as may otherwise be provided in these restrictions, all of the lots in Brook Point shall be used for single-family residence purposes. The buildings on such lots shall be single-family residences only which shall be occupied solely and exclusively by those permitted to occupy a single-family residence as provided in ARTICLE I, subparagraph numbered 3 above, of this Declaration of Restrictions and the servants of such occupants. There shall be erected no multiple type building such as a duplex, apartment house and like structures, nor shall any single-family residence building be remodeled into a building containing two or more apartments or dwelling units.
2. Any structure erected or maintained upon any of the lots shall be a single-family residence building, and the accessory buildings, the use of which is incidental to such single-family residence building (garages, whether attached to or separate from the dwelling, shall have a capacity for not more than two (2) passenger automobiles). Neither the dwelling nor any of such accessory buildings shall be used for commercial or manufacturing purposes. No basement, trailer, shack, garage, barn, mobile home, recreational vehicle, camper, motorized home or similar type of temporary shelter or housing device shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any other structure of a temporary character be permitted on any lot, except that those structures approved by Developer as proper for the sale, construction and development of said lot are permitted.

3. All structures erected and maintained upon said lots shall be constructed with new, adequate and generally-accepted building materials, except that used brick, stone and timbers may be utilized if the quality is good and is approved by the Developer.

4. No structure or building, or part thereof, shall be erected or maintained upon any lot near the front or side street than as shown as building lines on the recorded Plat of Brook Point.

5. 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 lot other than a well for water for recreation and/or maintenance purposes, the location and construction of which water well has been approved by the Developer as provided in ARTICLE III below, nor shall a lot or the improvements thereon be otherwise used in any other way which may endanger the health or unreasonably disturb the peaceable use of the other lots in Brook Point.
6. No advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of lots and improvements thereon or otherwise, shall be erected or maintained upon any lot or any building thereon without the consent of the Developer being first obtained in writing; except that the right is reserved by the Developer to erect small structures and/or advertising signs on any unsold lots.

7. Other than two (2) dogs, two (2) house cats and birds, all of which shall be housed within the dwelling, the maintenance or harboring of any animal or fowl is expressly prohibited in Brook Point. The Developer may, but is not required to, adopt reasonable regulations governing the keeping upon said lots and/or within Brook Point such domestic dogs, cats and birds so that they will not become a nuisance to the owners and inhabitants of other lots in Brook Point.

8. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded Plat of Brook Point shall be used for any purpose other than that of a lawn, provided, however, that this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds or similar plantings, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

9. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within fifteen (15) feet of any adjoining lot line.

10. Lots and the improvements thereon shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper, glass or any reclamation product or material, except that during the period a structure is being erected upon any lot or additions, alterations or improvements are being made thereto, building materials
and equipment to be used in the construction of such structure, addition, alteration or improvement may be stored thereon, provided any building material not incorporated into such structure, addition, improvement or alteration within ninety (90) days after its delivery to such lot shall be removed therefrom. All structures, additions or alterations thereto must be completed by the owner of the lot within six (6) months from the date of the beginning of the construction thereof. Said periods of ninety-days for the incorporation of building materials into structures and six-months for the completion of the construction shall be extended for the period of time the owner of the property is prevented from complying therewith by reasons of strikes, lockouts, Acts of God, inability to obtain labor or materials, governmental restrictions, or other causes beyond the reasonable control of the owner. No sod, dirt, or gravel, other than that incidental to the construction, alteration, addition or improvement of approved structures and of the lots, shall be removed from the lots without the written approval of the Developer.

11. 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 a garage or dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage, may, from time to time, be established by the Developer, if the Developer so elects.

ARTICLE III

Approval of Plans

1. The Developer is hereby designated as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including, but not limited to, basements, fences, swimming pools, tennis courts, signs, walls, hedges, automobile
driveways, or other structures of any sort), painting and other details of the improvements of the lots must hereafter be submitted for examination and approval before any erections or improvements shall hereafter be made upon said lots and before any additions, changes or alterations are made to such erections and improvements, including any additions, changes or alterations to presently existing erections and improvements. The Developer hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning, relinquishing or resigning from its said rights and duties as such Architectural Control Committee, from time to time and for such periods or periods of time (either limited or permanent) and purposes as the Developer may desire. Such assignments, relinquishment or resignation will become effective from and after the date a written instrument, signed by Developer evidencing the fact of such assignment, relinquishment or resignation is filed for record with the Lucas County, Ohio Recorder. Developer agrees, however, not to record its resignation from any further obligations and rights under this Declaration of Restrictions without the designation of a successor to which it has assigned its rights and obligations under this Declaration of Restrictions unless and until after thirty (30) days from the date it has mailed by regular mail, addressed to the holders of record of the fee title to all lots in Brook Point at the addresses shown on the County records for the mailing of real property tax statements, notice of such resignation intent. In the event of its resignation from further obligations and rights under this Declaration of Restrictions without the designation of a successor to which it has assigned such obligations and rights, the Developer agrees to assign its rights and obligations hereunder to a suitable legal person designated by two-thirds of the holders of record of fee title to all lots in Brook Point as of the date upon which the Developer has executed the resignation, if such person is duly designated and agrees in writing delivered to Developer to accept such assignment within said thirty-day notice period.
The Developer's determination as to the requisite number of such holders of record of fee title for the designation of such assignee shall be final.

2. No structure or building of any kind, swimming pool, tennis court, fence, hedge, wall, sign, automobile driveway or enclosure of any kind shall hereafter be erected, changed, added to, altered or maintained upon any of the lots in Brook Point unless and until there has been filed with the Developer complete plans and specifications therefor, showing, among other things, its location upon the lot, materials of which it is to be constructed, the type and style of architecture, the location of driveways and walks, and all other information which Developer may require or request. No construction shall be started or other work done upon the lot until the written approval of the Developer has been secured therefor.

3. In all instances where plans and specifications are required to be submitted to and approved by the Developer, if, subsequent to receiving such approval, there shall be any variance from approved plans and specifications in the actual construction or location of the approved improvement, such variance shall be deemed a violation of these restrictions.

4. In requiring the submission of detailed plans and specifications as hereinabove set forth, the Developer desires the development of Brook Point as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Developer 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 Brook Point as a whole, and any determination made by the Developer, in good faith, shall be binding
on all parties in interest.

Although the Developer is granted by this Declaration of Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of lots in Brook Point, 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 the Developer from any claim they may have against the Developer arising out of the exercise by the Developer of such discretion and such rights of approval, disapproval and interpretation and/or for the failure of the Developer to exercise such discretion, rights of approval, disapproval and interpretation.

ARTICLE IV

Easements

1. The Developer reserves to itself, and to its successors and assigns, the exclusive right to approve the granting of consents, easements, and rights of way for the construction, operation and maintenance of sanitary and storm sewer lines, electric light, telephone and telegraph poles, wires and conduits, including underground facilities, on, over, below, or under all of the areas designated as "Buffer Lot" or as "Utility Easement," "Drain Easement," "Sewer Easement," or designated with words of similar import on said Plat of Brook Point and along and upon all highways now existing or hereafter established and abutting all of the lots in said Brook Point, whether or not such easements and rights of way provide services only for the lots in Brook Point or provide services for other property and for others than the owners of interests in lots in Brook Point. The Developer 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 lots in the Brook Point area from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or structures or any part thereof shall be erected or maintained over or upon any part of the areas designated as "Utility Easement," "Sewer Easement," "Drain Easement," "Pipeline Easement," "Buffer Lot," or with words of similar import, upon said recorded Plat of Brook Point. The terms "buildings or other structures" as used in the foregoing portions of this ARTICLE IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include lot improvements such as driveways and fences, except as otherwise provided in easements of record.

No owner of any of the lots in Brook Point shall have the right to reserve or grant any easements or rights of way upon or over any of the lots in said Brook Point without the written consent of the Developer.

ARTICLE V
Duration of Restrictions

1. These restrictions as herein enumerated or as altered or changed in the manner herein provided shall be deemed as covenants and not as conditions and shall run with the land and bind all lots and all present and future lot owners, or their successors and assigns, and all land in said Brook Point until January 1, 1998, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of two-thirds of the record fee owners of the area (exclusive of public thoroughfares and rights of way) in said Brook Point, it is agreed to terminate said restrictions. Except as to the release provisions of ARTICLE III, Section 4, of these restrictions, the said restrictions may be altered,
modified, or changed from time to time by the record fee owners of lots, such alterations, modifications and changes to become effective from and after the time an instrument in writing, executed by the record fee owners of two-thirds of said area in Brook Point with the formalities then required by the State of Ohio for the execution of deeds, setting forth the alterations, modifications and changes so agreed upon, is filed for record with the appropriate public recording agency (as of this time that agency would be 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 Developer and its successors and assigns, is granted the right, but is not obligated, 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, but is not obligated to, take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a lot in Brook Point 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 revisions hereof or of any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

IN WITNESS WHEREOF, the ST. LAWRENCE DEVELOPMENT CORP.,
ASSIGNMENT

St. Lawrence Development Corp., an Ohio corporation, does hereby assign all rights, privileges and powers granted to it by the declaration of restrictions as to Brook Point, Plat 1, a subdivision in the City of Toledo, Lucas County, Ohio, recorded at microfiche number 78 1243D10 of the Mortgage Records of Lucas County, Ohio, and all rights and powers granted to it by the declaration of restrictions as to Brook Point, Plat 2, a subdivision in the City of Toledo, Lucas County, Ohio, recorded at microfiche number 78 539D05 of the Mortgage Records of Lucas County, Ohio, to Ryan Homes, Inc., a Pennsylvania corporation authorized to do business in the State of Ohio, the said Ryan Homes, Inc., to act in the place and stead of the said St. Lawrence Development Corp. for all purposes mentioned in said declaration of restrictions.

In testimony whereof, St. Lawrence Development Corp., by Walden H. Schultz, its secretary-treasurer, has hereunto set its hand this 15th day of June, 1979.

St. Lawrence Development Corp.

By Walden H. Schultz
secretary-treasurer

Two witnesses.

Acknowledged June 15, 1979 by said corporation, by said officer, by authority of its board of directors, before a Notary Public, Lucas County, Ohio, (Seal.)

Received for record July 11, 1979 at 2:20 P.M. in Mortgage Record 79-763B11, Lucas County, Ohio Records.