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

As to Brooklawn,
A Subdivision in Sylvania Township,
Lucas County, Ohio

WHEREAS, CAVALIEAR DEVELOPMENT COMPANY, a Corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 5800 Monroe Street, Sylvania, Ohio, 43560, hereinafter called "Developer," is the owner in fee simple of that part of the Northwest 1/4 of the Northeast 1/4 of Section 14, Town 9 South, Range 6 East, in Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Beginning at the intersection of the East line of the Northwest 1/4 of said Northeast 1/4 (being also the West line of Corey Meadows as recorded in Volume 61, Page 76, Book of Plats, Lucas County, Ohio, Records) and a line that is 3.0 feet North of and parallel to the South line of the Northwest 1/4 of said Northeast 1/4; thence northerly along the East line of the Northwest 1/4 of said Northeast 1/4, a distance of 398.50 feet to its intersection with the southeasterly line of Coldstream (as recorded in Volume 61, Page 48, Book of Plats, Lucas County, Ohio, Records); thence southeasterly, along said South line of Coldstream to its intersection with the centerline of Corey Road, as now located; thence southeasterly, along the centerline of Corey Road to an angle point in said Corey Road; thence southeasterly continuing along the centerline of Corey Road to its intersection with the line that is 58.0 feet north of and parallel to the South line of the Northwest 1/4 of said Northeast 1/4; thence easterly along the line that is 58.0 feet north of and parallel to the South line of the Northwest 1/4 of said Northeast 1/4 to the point of beginning. Subject to legal highways, and

WHEREAS, such property is designated on a plat recorded in Volume , at page , Lucas County, Ohio, Record of Plats, as BROOKLAWN, a Subdivision in Sylvania Township, Lucas County, Ohio; and

WHEREAS, said Developer desires to establish a general plan for the development of said Brooklawn and to establish restrictions upon the manner of use, improvement and enjoyment of the Lots in said subdivision which will make said lots more attractive for residential purposes and protect present and future owners of said lots in the enjoyment of their use for residential purposes.

NOW, THEREFORE, said Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth does for itself, its successors and assigns, hereby declare, covenant and stipulate that all lots as shown on the recorded plat of BROOKLAWN, a Subdivision in the Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions:

1. These covenants and restrictions are to run with the land and shall be binding upon said Developer and all persons claiming under or through Developer until the 1st day of January, 1995, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least two-thirds of the lots in said BROOKLAWN. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds of said lots, which instrument shall be
filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be effective and operative to effect such change from and after the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein contained by judgment or court order or by act of the owners as provided in paragraph 1 above shall not effect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All lots in BROOKLAWN shall be known and described as residential lots. No structure shall be erected, placed or maintained on any such residential lot other than one (1) single-family residence dwelling, a private garage of not more than three (3) car capacity which may be made an integral part of the residence dwelling, an attractive appearing garden house, a swimming pool and a tennis court. Such residence dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family and such family’s servants.

4. Not more than one (1) single-family residence dwelling shall be erected on any one lot except that nothing herein contained shall prevent the use of a parcel of land composed of more or less than a single lot for one (1) single-family residence dwelling provided that such parcel is no smaller than the smallest lot in the subdivision.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge, other enclosure nor other structure of any sort shall be erected, placed, or maintained on any residential lot in said BROOKLAWN, or shall any change, addition to, or alteration thereof, affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use, material of construction of and the color scheme thereof, the grading plan of the lot and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Developer, or its successors and assigns, and a true copy thereof permanently lodged with the Developer, or its successors and assigns. All such plans and specifications must be prepared by a competent architect or drafter.

6. In requiring the submission of detailed plans and specifications as herein set forth, Developer has in mind the development of BROOKLAWN 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, or its successors and assigns, 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 owner of lots in said BROOKLAWN as a whole, and any determination made by the Developer, or its successors and assigns, in good faith, shall be binding on all parties in interest.

7. No Structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as provided in paragraph 5 above, shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be determined by the Developer, or its successors and assigns, in writing, at the time of the approval of the plans and specifications for such structure.
8. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said BROOKLAWN, nor shall anything be done thereon which may be or become an annoyance or nuisance in said BROOKLAWN.

9. No well for gas, water, oil, or other substance shall at any time be erected, placed or maintained on any of such residential lots other than a well for water for recreation or maintenance purposes which shall first have been approved as provided in paragraph 5 above.

10. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said BROOKLAWN. No dwelling erected in said BROOKLAWN shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 5 above.

11. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any said lot, shall be housed within a garage building.

12. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, any reclamation products, or material except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

13. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 3 above and provided that the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

14. No woods, underbrush or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within 20 feet of any adjoining lot line.

15. Nothing herein contained shall be construed to require any changes, additions or alterations to be made to the presently existing structures on Lot number 1 and Lot number 21 as shown by the Plat of said subdivision other than that agreed to by Developer, its successors or assigns.
16. Other than 2 dogs, 2 house cats and birds, all of which are maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said subdivision.

17. Developer, or its successors and assigns, shall have the sole and exclusive right to establish grades and slopes on all residential lots in said subdivision and to fix the grade at which any dwelling shall hereafter be erected or placed thereon so that the same may conform to the general plan of development.

18. 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 the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer, or its successors and assigns.

19. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of the Developer, or its successors and assigns, and Developer, or its successors and assigns, shall have the right, and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

20. All electric house services shall be underground other than those to existing structures which may remain above ground.

21. All curb cuts shall be pre-formed concrete and located on the house plan site layout.

22. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said BROOKLAWN may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing, to cause the removal of any violation and to recover damages for such violation or attempted violation.

23. All transfers and conveyances of each and every lot of said BROOKLAWN shall be made subject to these covenants and restrictions.

IN TESTIMONY WHEREOF, Cavalear Development Company, by Robert F. Cavalear, its President, and Gerald H. Wagner, its Secretary, thereunto duly authorized, has hereunto set its hand this 19th day of December, 1972.

Two witnesses.

CAVALEAR DEVELOPMENT COMPANY

By Robert F. Cavalear, President

Gerald H. Wagner, Secretary.
Acknowledged by said Company, by said Officers, by authority of its Board of Directors before a Notary Public, Lucas County, Ohio, (Seal).

Received for record December 21, 1972 and recorded in Volume 2605 of Mortgages, page 260.