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DECLARATION OF RESTRICTIONS

WHEREAS, The Ohio Citizens Trust Company, Trustee, hereinafter called "Owner", is the owner of lots four (4), five (5), six (6), seven (7), and parts of lot three (3) and twenty-five (25) in Block A of Ottawa Hills Plat 6 in the Village of Ottawa Hills, Lucas County, Ohio, designated on plat recorded in Volume 62 at pages 22, Lucas County, Ohio Record of Plats as Brookview, a subdivision in the Village of Ottawa Hills, Lucas County, Ohio, and

WHEREAS, said Owner and Cavalear Development Co., an Ohio corporation, hereinafter called "Developer", desire to establish a general plan for the development of said Brookview and to establish restrictions upon the manner of use, improvement and enjoyment of all 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 Owner, 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 Brookview, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns subject to the following restrictions, covenants and conditions to the extent such restrictions covenants and conditions are not in conflict with any other restrictions heretofore in force on said property by any other instrument.

1. These covenants and restrictions are to run with the land and shall be binding upon said Owner, and all persons claiming under or through Owner until the 1st day of January, 1995, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (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 (2/3) of the lots in said Brookview. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds (2/3) 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 termination of such successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio.

2. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in (1) above shall in no wise affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

3. All lots in Brookview 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. The aforesaid residence dwelling shall be used and occupied solely and exclusively
for private residence purposes by a single family, including such family's servants which may consist of additional families.

4. Not more than one (1) single-family residence dwelling shall be erected on any one lot as shown by the plat of said subdivision. Nothing herein contained shall be construed to prevent the purchase of two adjoining lots by a single owner and erection of a single residence dwelling on or about the center of the parcel created by the joining of the two lots. Lot number 10 may be divided into two or more lots for single-family residential purposes. Nothing herein contained shall be construed to require the alteration or removal of any existing, non-conforming structures, and none of the following restrictions, covenants and conditions shall apply to lot number 10 as it now exists or may hereafter be divided.

5. No building, basement, swimming pool, tennis court, fence, wall, hedge or other enclosure or other structure of any sort shall be erected, placed, or maintained, on any such residential lot in said Brookview, nor 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, and material of construction thereof, the color scheme therefor, 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 draftsman.

6. In requiring the submission of detailed plans and specifications as herein set forth, Owner and Developer have in mind the development of Brookview 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 lots on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said Brookview 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 (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 or rear lot line than the building setback line or lines shown on the recorded plat of said subdivision where applicable, or if no such setback line is shown with respect to any such lot then 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 Brookview, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said Brookview.

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 (5) above.

10. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Brookview. No dwelling erected in said Brookview 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 (5) above.

11. Any truck, boat, bus, tent, housecar, 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, or 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 (5) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

14. No weeds, 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 twenty (20) feet of any adjoining lot line.

15. Other than two (2) dogs, two (2) housecats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said subdivision.

16. 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. The owner of any lot or the owner of any property abutting upon any lot in Brookview may fill or grade such lot or abutting property to make the same usable and adaptable for building purposes, and thereby change the natural drainage thereon, provided however, in so doing such owner does not cause surface water to flow upon any adjoining lot or other abutting property.

17. 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.

18. No signs of any character shall be erected, placed, posted or otherwise displayed on or about any lot without 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.

19. 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 Brookview 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 or other dues for such violation or attempted violation.

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

Duly executed on May 20, 1966 by The Ohio Citizens Trust Company, Trustee.

AMENDMENT TO RESTRICTIONS

WHEREAS, The Ohio Citizens Trust Company, Trustee, is the owner of all lots in Brookview, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, the plat of which is recorded in Volume 62 at Page 22, Lucas County, Ohio Record of Plats, and the Declaration of Restrictions of which is recorded in Volume 2183 at Page 649, Lucas County, Ohio Record of Mortgages.

NOW, THEREFORE, said owner hereby amends the foregoing Plat and Restrictions and does hereby establish a rear building setback line on lots 6, 7 and 8 of said subdivision, which rear building setback line is parallel to and 14 feet easterly of the easterly line of lots 4 and 5 of said subdivision, and no structure or any part thereof, other than a fence, hedge, wall or other enclosure which shall first have been approved as provided in item 5 of the foregoing Declaration of Restrictions, shall be erected, placed or maintained on any portion of such lots 6, 7 and 8 nearer to the rear or easterly lot lines than such rear building setback line.

Said owner further amends said Plat and Restrictions and does hereby give, grant, convey and reserve a Public Utility and Sanitary Sewer Easement in, over and through a strip of land 10 feet wide paralleling the southerly line of lot 6 and the northerly line of lot 7 in said Brookview, a Subdivision in the Village of Ottawa Hills, Lucas County, Ohio, and comprising an area 5 feet north of said southerly line of lot 6 and 5 feet south of the northerly line of said lot 7.

The foregoing Restrictions and Rear Building Setback Line, and said Public Utility and Sanitary Sewer Easement shall run with the land and shall be binding upon said owner and all persons claiming under or through said owner with like effect and to the same extent as though originally set forth on said Plat and in said Declaration of Restrictions.
governing all lots in said subdivision and all transfers and conveyances of lots 6, 7 and 8 of said subdivision, shall be made subject to this Restriction and Rear Building Setback Line and said Public Utility and Sanitary Sewer Easement.

IN WITNESS WHEREOF, said The Ohio Citizens Trust Company, Trustee, has caused its corporate name to be subscribed hereto by its duly authorized officers at the City of Toledo, Lucas County, Ohio, this 23rd day of June, 1966.

THE OHIO CITIZENS TRUST COMPANY, Trustee

By William S. Miller
Vice President

By George A. Picknell
Assistant Secretary

Two Witnesses.

Acknowledged June 23, 1966 by The Ohio Citizens Trust Company, Trustee, By William S. Miller, Vice President, By George A. Picknell, Assistant Secretary, before a Notary Public, Lucas County, Ohio, (seal).

Received for record June 23, 1966 and recorded in Volume 2186 of Mortgages, page 510.