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
FOR BROOKWOOD SUBDIVISION

Whereas The Title Guarantee & Trust Company, Trustee, of Toledo, Ohio, hereinafter called the "Company" is the owner of all of the lots and property in Brookwood, being a subdivision platted in accordance with plats and plans prepared by the G. M. Barton Survey Company, said plat being recorded in Volume 52, page 37 of Plats, described as follows, viz: BROOKWOOD SUBDIVISION in ADAMS TOWNSHIP, LUCAS COUNTY, OHIO.

Whereas, the Company is improving the said subdivision as a residential district and desires to make known the restrictions, conditions, covenants, charges and agreements subject to which all of the said property in said subdivision is now held and is to be conveyed by it,

NOW, THEREFORE, The Title Guarantee & Trust Company, Trustee, in consideration of the enhancement of the value of said property to itself, and to afford purchasers from it due and ample protection in the uses and occupancy thereof for the purposes for which it is designed, hereby declares that said real estate is held by it and shall be conveyed, subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth, viz:

1. Definitions

Board shall mean the "Brookwood Board" created by section 2 of this Declaration.

Building Committee shall mean that Committee to be appointed by the Board pursuant to section 2 of this Declaration.

Building shall be given its ordinary meaning and shall include dwellings and garages, whether attached or unattached.

Structure shall mean anything erected or constructed of any material, including buildings other than dwellings or garages or parts thereof, and including driveways.

Declaration shall mean this entire instrument including all modifications or amendments thereto, and the plat, which plat is hereby incorporated into and made a part of this instrument.

Lot shall mean those parcels of land numbered 1 through 20 on the plat, and any parcels of land within the park area property, which, in accordance with Section 3 of this Declaration, shall be sold for restricted residential purposes.

Lot Owner shall mean that person or those persons having the record title to a lot at any time during the life of this Declaration. Any provision of this Declaration which requires the vote, consent or waiver of a lot owner, shall be interpreted so as to entitle any owner or owners of more than one lot to cast a vote, or grant a consent or waiver, for each lot owned.
Brookwood or Brookwood Subdivision shall mean that residential subdivision created by the recording of the plat and this instrument, including all modifications or amendments thereto.

Park Area or Park Area Property shall mean that property on the plat designed PARK AREA and extending generally from the rear property lines of lot numbers 4 through 11, and lot 13, to the property line of Brookwood Subdivision and including the right of way easement granted by Section 3(d) of this Declaration.

Plat shall mean that plat of Brookwood Subdivision recorded in Volume 52, page 37 of Plats, Lucas County, Ohio.

2. General Provisions

The restrictions hereinafter contained have been adopted pursuant to a general plan for the better and uniform improvement and development of Brookwood and for the benefit and protection of all persons who may hereafter become lot owners therein.

The lot owners in Brookwood shall, in the month of January every three (3) years commencing in January 1955, elect by a majority vote of the lot owners three persons who are lot owners, which persons shall comprise the "Brookwood Board", hereinafter called the "Board" and who shall have the rights, powers and duties hereinafter set forth. Such Board shall act by majority vote and may delegate to one member all administrative authority including the power of drawing checks. Pending the first such election, the following persons shall act as the Board and shall have all the rights, powers and duties granted to a duly elected Board: Robert L. Bigelow, W. Scott Haynes, and Richard G. Hudson, Jr.

Any member of the Board may be removed at any time for any reason by a majority vote of the lot owners. Any vacancy on the Board may be filled by appointment by the remaining Board members and such appointed member shall serve until next following election of the Board.

The Board shall have the right to construe and interpret the restrictions contained herein, and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions. In each case, such restrictions shall be given that construction or interpretation which shall best tend toward the consummation of the plan for the improvement of Brookwood as aforesaid and if necessary, the restrictions may be extended or enlarged by construction or implication to make them effective to consummate such purpose. 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 for any reason whatsoever, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired. The Board shall have the authority to appoint three individual lot owners who shall comprise the "Building Committee" and who shall have the authority and power, duties and obligations hereinafter
provided. Members of the Building Committee shall serve for a period equal to that of the Board, and vacancies may be filled by appointment by the Board. Building Committee members may be removed by majority vote of the Board for any cause that such Board may determine.

The restrictions herein contained are created in consideration of the benefits to accrue to Brookwood and to all parties who are or may become lot owners therein, and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.

The restrictions herein shall run with the land and the Company covenants and agrees that it will not convey any of said lots in Brookwood or contract to convey the same except subject to all of the restrictions herein contained and no covenants, provisions, conditions, restrictions or recitals in any deed subsequently executed by the Company, or by the owner of any lot or lots in Brookwood shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as herein specifically provided.

3. Park Area Property

It is expressly agreed that nothing herein contained, or indicated or expressed on the plat, shall constitute a dedication of any park area property, and the title to such property is expressly reserved to the Company and no deed made by the Company, its successors or assigns, conveying any of the lots in Brookwood shall be held to convey the title to or to dedicate the bed of any park area except as hereafter expressly provided.

Notwithstanding the foregoing, the Company hereby gives and grants to each lot owner hereafter acquiring title to any of the lots in Brookwood the right to use, in common with other owners, such park area for recreation, children's playground and similar purposes including the right to construct or erect recreation and playground equipment, clear and otherwise improve such park area.

The Company reserves the right to dedicate, sell and convey, or lease all or any part of such park land free and clear of any right or easement express or implied, or other encumbrance, to public use for public park purposes and to convey for such use and purpose to any public authority or to any corporation having power to acquire such property, and further reserves the right to develop or improve with a view to sale and to sell and convey all or any part of such park area free and clear of any right or easement granted by this section, but subject to this or a similar general plan for its residential development; provided however, that the rights granted by this paragraph of Section 3 are granted subject to the condition precedent that the Company obtains the consent of two-thirds of the lot owners.
4. Disposal of Park Area Property or Proceeds

In the event that the Company leases, sells and conveys, or is awarded compensation for, any such park area property, pursuant to Section 3 or otherwise, the proceeds less reasonable expenses and compensation for services shall be divided into as many parts as there are lots in Brookwood, and the owner or owners of each lot as of the time such proceeds are received by the Company, shall receive one such part of the proceeds.

In the event that the Company shall hold title to any such park area property at the time this Declaration ceases to be effective, the Company shall convey by properly executed trustee's deed an equal undivided interest in and to such park area property to the owner or owners of each lot in Brookwood, but nevertheless subject to the easements granted by, but with the rights reserved to, the Company by Section 3.

5. Easements

(a) An area 10 feet in width and extending the entire length of the lot is hereby expressly reserved to the Company as an easement and restriction in, through, over and upon the southeasterly portions of lot numbers 1, 14, 20 and 12, said area being specifically shown on the plat. No driveway, sidewalk or other way shall be constructed over, maintained in, through, over and upon said area, it being hereby intended to create a buffer strip between Glendale Avenue and said lot numbers 1, 14, 20 and 12 so as to prohibit any access to or from the said lots and the said Glendale Avenue.

(b) An easement 10 feet in width, to construct, operate and maintain a storm sewer line is hereby expressly reserved to the Company in, through, over and upon the southeasterly portion of lot number 7, and the northwesterly portion of lot number 8, said easement being specifically shown on the plat, together with the rights of ingress and egress to, over and from said easement and the right to remove and keep free any obstructions from and along said line that will interfere with the construction or efficient operation of said line.

(c) Right of way easements for the use of pedestrians only are hereby expressly reserved to the Company in, through, over and upon the northeasterly 8 feet of lot number 4, and in, through, over and upon that portion of lot number 11 described as follows:

Beginning at the southeasterly corner of lot number 11, thence northeasterly along the southeasterly line of said lot number 11 a distance of 249.71 feet thence northeasterly along a line that deflects to the left or north 30 degrees from the said southeasterly line of lot number 11 a distance of 119.46 feet, more or less, to the northeasterly line of said lot number 11 thence northwesterly along said northeasterly line a distance of 24.55 feet thence southeasterly along a line that deflects to the left or west 125 degrees, 26 minutes, 21 seconds from said northeasterly line a distance of 128.34 feet; thence southwesterly along a line drawn parallel to
and twenty feet northwesterly of the said southeasterly line a distance of 244.51 feet, more or less, to the southeasterly line; thence southeasterly along said southeasterly line a distance of 20 feet to the place of beginning.

(d) A right of way easement for the use of vehicles and pedestrians is hereby expressly reserved to the Company, 20 feet in width, in, through, over and upon the easterly portion of lot number 13, said easement being specifically shown on the plat.

(e) The easements reserved in this section shall be held by the Company in trust for the use and benefit of all lot owners. The right of way easements may be used by all lot owners, their families and guests only, and shall not be open to the public, provided, however, that the easement reserved by subsection (d) shall be subject to the provision of section 3 of this Declaration.

In the event that this Declaration ceases to be effective, all the easements reserved by this section shall be conveyed in equal undivided interests to the lot owners in the manner provided by the provisions of section 4 for the disposal of park area property.

6. Use of Land

The land included in the plat of Brookwood, except park area, shall be used for private residential dwelling purposes only. No buildings of any kind whatsoever shall be erected or maintained thereon except private dwellings and garages which conform to the provisions of this Declaration. No other structure of any kind whatsoever shall be erected or maintained except those which conform to the provisions of this Declaration.

7. Buildings Allowed

(a) Private residential dwellings, each for occupancy by one family only, may be erected and maintained. Such dwellings shall be erected or maintained on not less than one full lot.

(b) No dwelling house shall be erected which does not have a living area (not including garage, attic, basement, open or enclosed porches, breezeways, and similar areas) of 1200 square feet. All chimneys which may discharge any sparks, fly ash or otherwise result in a fire hazard shall be screened in such manner as to prevent such hazards. Other building standards shall be determined by a majority vote of the Building Committee and may be amended by a majority vote of that Committee. In the event of any dispute in the computing of such living area, the Building Committee shall have discretionary authority to determine such area and such determination shall be binding and conclusive.

(c) Garages for the sole use of persons occupying a dwelling as provided in (a) and (b) above may be erected and maintained.
(d) No building, nor any fence, wall, porch, or other structure shall be erected or maintained, nor any change or alteration made thereof, unless general plans and specifications showing the nature, kind, shape, type, material, color scheme, location and similar matters of such building or structure and the grading plan of the lot or lots to be built upon, shall have been submitted to the Building Committee and its approval thereof endorsed thereon in writing. The Building Committee shall have discretionary authority to impose conditions upon, or entirely refuse approval for the erection or maintenance of any building or structure.

8. Set Backs

No building or any part thereof, except as hereinafter provided shall be erected or maintained which encroaches upon or is within the building lines as such building lines are drawn on the plat.

Unenclosed covered porches may encroach upon said building or set back lines by projecting thereon not more than 10 feet. Steps, unenclosed covered porches, terraces and similar open structures, no part of which is more than 3 feet above the grade of the lot may be built and maintained upon any part of such building or set back area. Bay, bow, box and oriel windows may encroach upon such building or set back areas by projecting thereon not more than 3 feet. Fences may be erected and maintained within such area subject to the provisions of Section 7(d).

9. Free spaces

Free spaces shall be left upon each side of each dwelling house and garage, which free spaces shall extend the full depth of the lot and shall be in addition to and independent of any space required to be left free by any other provision of the Declaration and of any free or open spaces pertaining to or required for any other building or any other lot. No building or any part thereof and no structure except fences, unenclosed porches, covered or uncovered, steps, terraces and similar open structures, and bay, bow, box or oriel windows within the limits permitted under Section 7(d) shall be erected or maintained within such free spaces.

The aggregate width of such free spaces on both sides of any dwelling house shall be not less than 50 feet. The minimum width of any such free space to be left on either side of any building shall be 15 feet.

Where, because of the irregular shape of any proposed dwelling house or the irregular shape of a lot, the provisions with reference to free space should not, in the opinion of the Building Committee, be applicable, the Building Committee may, with the consent of the adjoining lot owner affected, allow a variance in the width or depth of the free spaces.
10. Utilities Reservation

Easements and rights of way are hereby expressly reserved to the Company in, through, upon or over five feet on each side, front and rear of each lot, and in, through, upon or over the park area property in such locations as shall not unreasonably interfere with the reasonable use and enjoyment of the said park area property, for the erection, construction, maintenance and repair of poles, wires, pipes, conduits, appliances and fixtures, necessary and proper for the operation and maintenance of service to Brookwood by any public utilities, and the firm, corporation or any person operating such public utility to whom the Company may grant any or all of said easements and rights of way, shall have the right to enter upon said premises at any and all times for any of the purposes for which said easements and rights of way are reserved, provided, however, that the Company shall not grant any such easement or right of way without the written consent of the Building Committee.

11. Driveways

Unless or until curbing is constructed on the public streets in Brookwood, all driveways shall have a culvert not less than 16 inches in diameter extending across the complete width of the driveway at its intersection with the street. Road gutters shall not be obstructed in any way by construction of driveways, sidewalks or in any other fashion.

12. Building Occupancy

No dwelling shall be occupied until it is entirely completed according to plans and specifications approved by the Building Committee except with the written consent of the said Building Committee. Occupancy of a dwelling in violation of this provision shall constitute a nuisance under Section 14 hereof.

13. Sanitary Facilities

Until such time as a sanitary sewer system shall have been constructed in Brookwood, a sanitary septic tank, constructed in accordance with the laws of the State of Ohio and the requirements of the State Board of Health shall be installed for each dwelling house and no other sanitary device or provision shall be permitted thereon. The effluent from septic tanks shall be discharged into an approved absorption field whose location and construction meet the requirements of the State Board of Health and shall not be permitted to discharge directly into a storm sewer, stream, open ditch or drain.

14. Nuisances

There shall not be erected, permitted or maintained in Brookwood, any stables, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any form of privy, other than as provided in Section 13, nor shall any live poultry, hogs, cattle, horses, or other livestock,
nor unsanitary or unsightly collections of refuse, nor shall any soft or bituminous coal, nor any noxious, dangerous or offensive thing, whether of the character of those hereinbefore enumerated or not, permitted or maintained thereon. No business, trade or profession of any character shall be carried on in Brookwood, nor any activity of, any nature whatsoever which results in a continuous and unusual amount of vehicular or pedestrian traffic. No signs, billboards, or advertising matter of any kind, other than one "For Sale" sign of ordinary size, shall be placed or maintained on the property without the consent of the Board in writing, nor shall any lot be used as a dump for material of any sort, or any filling material be brought in and used on any lot except fresh earth or stone.

Whenever any thistles, ragweeds or other noxious weeds are growing upon any lot, and are about to spread or mature seeds, the Board shall give notice to the lot owner to cut and destroy such weeds within 5 days. Upon failure to comply with such notice, such weeds shall constitute a nuisance within the meaning of this section.

No commercial vehicles other than those incident to work or other activity being or to be performed in Brookwood shall be parked or otherwise left in Brookwood unless such vehicles are kept within a garage or otherwise under cover.

A violation of any one of the terms or provisions of this section shall be conclusively deemed to be a nuisance and the determination by the Board, in good faith, that any such violation or alleged violation is such nuisance shall be conclusive and binding. All such nuisances shall be forthwith abated upon notice or demand to that effect from the Board and upon failure so to do the Board or any owner or occupant of a lot in Brookwood may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose or may obtain an injunction through Court action; and neither the Board nor any such owner or occupant shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the owner of the land upon which said nuisance was committed all the cost and expense, including attorney's fees, incurred or expended in abating such nuisance.

15. Maintenance Charges or Assessments

(a) Each lot in Brookwood, from and after its conveyance from the Company, shall be subject to an annual maximum maintenance charge or assessment of $25.00 per lot. Such charge or assessment shall be due and payable to the Company on July 1st of each year, commencing July 1, 1954, to be held by the Company in trust for the purposes hereinafter provided. Said charge or assessment shall constitute a lien on each lot.

(b) In the event that any of said charges and assessments are not paid when due, the Board or any lot owner may, when and as often as such delinquencies occur, proceed by process of law to collect the amount thereof then due by foreclosure of said lien, or
otherwise, and in such event shall be entitled to recover and have and
effect against said premises a lien for expenses in that behalf includ-
ing attorney fees.

(c) Said charge or assessment shall be placed in a fund to be held by the Company and may be drawn upon and paid out for the following purposes:

1. the payment of taxes or assessments which may accrue on park area property;

2. payment of insurance premiums on public liability insurance with respect to the park area property, such insurance not to exceed $50,000 for any one person and $100,000 for any one occurrence in liability coverage;

3. the expenses and reasonable cost to the Company, its successors or assigns for carrying out its duties and obligations hereunder;

4. the reasonable expenses of the Building Committee incident to examination and approval of plans for improvements upon lots as herein provided;

5. caring for the park area property including seeding, sodding, cutting and removing grass, weeds, brush, trees or other action to clear such property or maintain its good appearance;

6. making such other improvements to the park area property as are provided for in Section 3;

7. purchasing and constructing or erecting recreational and playground equipment, but any lot owner or owners may, with the approval of the Building Committee, erect or construct such equipment at their own expense;

8. the cost of enforcing a restriction herein contained including the collection by process of law of any delinquent charges or assessments hereunder;

(d) Such fund may be drawn upon or paid out in the following manner:

1. the Company may at reasonable intervals drawn from the fund a sum sufficient to cover its expenses and such reasonable compensation for its services as may be agreed upon by the Company and the Board;

2. the Company shall reserve and pay out when due a sum sufficient to pay all taxes, assessments and public liability insurance premiums on park area land;

3. The Board may apply such amount of the fund as is not
of the lot owners in Brookwood.

18. **Duration of Restrictions**

All of the restrictions contained herein shall run with the land and bind and inure to the benefit of any and all of the owners of any lot in Brookwood, and as previously modified as hereinabove provided shall continue in force until the first day of July, 1979, and thereafter until a majority of the lot owners in Brookwood shall have executed and filed for record in the Recorder's Office in Lucas County, Ohio, an appropriate instrument annulling and canceling said restrictions. Said restrictions may be extended for a definite term of 20 years from and after the first day of July, 1979 if the owners of a majority of the lots in Brookwood shall, prior to their cancellation as hereinabove provided, execute and file for record in the Recorder's Office of Lucas County, Ohio, an appropriate instrument consenting to such extension.

19. **Enforcement for Restrictions**

Violation of any of the restrictions herein contained shall give to the Company, its successors or assigns, the Board, or any lot owner in Brookwood the right to enter upon the property upon which said violation exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be existing thereon contrary to the intent and meaning of the provisions hereof, and the Company, the Board or such lot owners shall not be thereby deemed guilty of or liable for any manner of trespass for any such abatement or removal.

The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Company, the Board, or the lot owners in Brookwood, their respective legal representatives, successors or assigns, and the failure of the Company, its successors or assigns, the Board, or any land owner to enforce any of said restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

No provision herein contained shall be construed as obligating the Company, its successors or assigns, the Board, or any lot owner to undertake the enforcement of such restrictions.

20. **Right and Obligation to Assign**

All of the rights, powers, easements, estates, liens and charges reserved or given to the Company in this deed, may be assigned, transferred and conveyed by the Company subject to the provisions in this section contained, to reputable corporation or association that will agree to assume all of the Company's duties and obligations hereunder and will agree to carry out and perform the same according to the terms, covenants and conditions hereof; and if at any time a majority of the lot owners in Brookwood shall so demand, the Company, its successors or assigns, shall assign, transfer and convey such rights, powers, easements, estates, liens and charges to any such
corporation or association that such lot owners may designate.

Any such assignment of 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 duties and obligations, and such assignee or transferee shall thereupon have the same rights, powers, easements, estates, liens and charges herein reserved or given to and assumed by the Company to the same extent as though it was named in the place and stead of the Company in this instrument; and the Company shall thereupon be released from all obligations and duties hereunder.

IN WITNESS WHEREOF, The Title Guarantee and Trust Company, Trustee, has caused its corporate name, to be subscribed and its corporate seal to be affixed by its duly authorized officers this 30th day of June, 1954.

Signed by The Title Guarantee and Trust Co., Trustee, by John F. Landwehr, Vice President, by Wm. S. Richards, Secretary.

Two witnesses.

Acknowledged June 30, 1954, by said Company, by said Officers, before a Notary Public, Lucas County, Ohio (seal).

Received for record June 30, 1954 and recorded in Vol. 1674 of Mortgages, page 478.

NOTE: Park Area Property referred to in above Declaration was appropriated by the Toledo Metropolitan Park Board in 1968 by proceedings in Cause No. 197311, Common Pleas Court, Lucas County, Ohio.

NOTE FOR INFORMATION: The maintenance charges and assessments, referred to in above Declaration were all paid and distributed by this Company through June of 1968. This Company has no knowledge of assessments or charges, if any, or payments thereof, since June of 1968.
AFFIDAVIT

STATE OF OHIO )
SS
COUNTY OF LUCAS )

Allen P. Dorr, residing at 1562 Park Ridge Lane, Toledo, Ohio, being first duly sworn, states as follows:

I am a member of and the President of the "Brookwood Board" created pursuant to Section 2 of the "DECLARATION OF RESTRICTIONS FOR BROOKWOOD SUBDIVISION" recorded in Volume 1674 at Page 478, Records of Mortgages in the Office of the Recorder of Lucas County, Ohio.

No maintenance charges or assessments have been made against any of the lots in said subdivision since the park area property in said subdivision was appropriated by The Toledo Metropolitan Park Board in 1968.

Executed at Toledo, Ohio, this 16th day of May, 1973.

Allen P. Dorr

Two witnesses.

Sworn to and subscribed May 16, 1973 before a Notary Public, Lucas County, Ohio, (seal).

Received for record May 16, 1973 and recorded in Volume 2675 of Mortgages, page 29.