BRYNHAVEN
PLAT 4

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DECLARATION OF RESTRICTIONS

BRYNHAVEN PLAT 4
A Subdivision in The City of Oregon, Lucas County, Ohio

THIS DECLARATION, made and entered into by WILLIAM B. SZABO and GEORGE MADRAS, this 14th day of February, 1974;

WITNESSETH:

WHEREAS, William B. Szabo and George Madras, the owners, hereinafter for convenience to be designated as The Developers, hold title in fee simple to certain parcels of land situated in The City of Oregon, Lucas County, Ohio, hereinafter referred to as Brynhaven Plat 4 and described as follows:

Lot Numbers 84 through 115 inclusive, in BRYNHAVEN PLAT 4, a Subdivision in The City of Oregon, Lucas County, Ohio; and

WHEREAS, The Developers have caused a plat of the above described land to be prepared and recorded in Volume 77 Page 53 of the Plat Records in the Office of the County Recorder of Lucas County, Ohio, which plat provides for:

1. The subdivision of said land known and hereinafter referred to as BRYNHAVEN PLAT 4;

2. The dedication to public use of certain streets and ways therein; and

3. The reservation of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS The Developers desire to establish, for the benefit of all future owners and occupants of all or any part of BRYNHAVEN PLAT 4, certain easements and rights in, over and to BRYNHAVEN PLAT 4 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned Lots in BRYNHAVEN PLAT 4 and to impose hereby certain restrictions on such Lots in said BRYNHAVEN PLAT 4;

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform plan for the improvement, development, use, occupancy and enjoyment of said BRYNHAVEN PLAT 4 as an architecturally harmonious, artistic and desirable residential district, The Developers, the owners, for themselves, their successors and assigns, do hereby declare and stipulate that each lot in said BRYNHAVEN PLAT 4 hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to wit:

ARTICLE ONE

Section 1. All lots in Brynhaven Plat 4, shall be known and described as residential lots and shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants, and no other than one, single family, private residence purpose building, including attached garage (hereinafter for convenience called dwelling) shall be erected, reconstructed, placed or suffered to remain thereon; and no part of any lot in Brynhaven Plat 4 shall be used for any non-residential purpose, except as otherwise provided herein.

Section 2. The Developers reserve to themselves, their successors and assigns, a perpetual easement in, through, under and/or over these portions of the rear and side of each lot, as shown on the plat of Brynhaven Plat 4, designated as utility rights-of-way, for the construction, operation and maintenance
of electric power and communications lines and conduits, and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Brynhaven Plat 4, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 3. The Developers reserve the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer pipes and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all streets and ways, now existing or hereafter established upon which any part of said premises may now or hereafter front or abut.

Section 4. The Developers reserve the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision and to fix the grade at which any dwelling may be erected thereon, so that the same may conform to the general plan.

Section 5. No structure or any part thereof shall be constructed or reconstructed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision nor nearer to any side line or rear line than shall be determined by the Developers in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include covered porches, verandas, portes cochere and other similar projections therefrom.

Section 6. No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications thereof showing the size, location, grade elevation, type, style of architecture, cost, use and materials of construction thereof, the color scheme thereof, and the grading plan of the lot, which detailed plans and specifications shall have been first permanently lodged with and approved in writing by the Developers, their successors or assigns. Additions and exceptions to this Section are to be found in Section 12 and in Section 15 of Article One.

Section 7. No dwelling shall be erected, reconstructed or suffered to remain upon said lots having a floor area (excluding garage and basement) less than 1,350 square feet, unless in the opinion of the Developers the plan submitted is both of such design merit and sufficient cost and value to merit approval of a lesser floor area; and no dwelling shall be erected, reconstructed or suffered to remain upon said lots unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage.

Section 8. All the dwellings constructed on, or reconstructed on an affected lot shall have an architectural design of either a ranch house, a story-and-a-half, a split-level, or a full two-story house. All such dwellings and garages and all structures constructed on, reconstructed on and suffered to remain on said lots shall be constructed of new and good materials. No used or low grade materials will be allowed. All the exteriors of masonry walls above grade or ground level shall be of face brick or stone. No concrete or cinder block or similar block will be permitted on the exterior face of masonry walls above grade. No used houses or buildings existing elsewhere may be moved to and placed on any of the lots in Brynhaven Plat 4.

Section 9. All grantees, successors or assigns of The Developers agree to build at their own expense a public sidewalk across the front, and side street side if any, as required by local governmental authorities. Said public sidewalks are to be built on said lots by July 1, 1976. It is understood that the responsibility for the sidewalks passes with title to the grantees, successors or assigns of the Developers.
Section 10. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of living. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and driveways, the planting of trees or shrubbery and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no un-sightly objects shall be allowed, placed or suffered to remain thereon. No fence or hedge or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of The Developers shall have been first obtained therefor. No fence or enclosure of any kind is to be erected, or suffered to remain, which shall be ahead of the rear corners of the dwelling and garage, or ahead of a side door of the dwelling. All such fences or enclosures shall be of good design and structure. No solid board fences or walls shall be erected or suffered to remain on the premises. The height limitation for all fences or enclosures shall be 48 inches or as approved in writing by The Developers.

Section 11. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either wholesale or retail, upon said premises. No industry, business or trade, occupation or profession of any kind shall be conducted on said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land.

Section 12. No animals, rabbits, or poultry, of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lots or tracts. The Developers reserve the right to permit within any dwelling house the keeping of domestic dogs, cats or bird pets which shall not be a nuisance to owners or inhabitants of Brynhaven Plat 4. The outside area or exercise yard for dogs shall be in the rear of each yard and not in close proximity of adjoining dwellings, and such areas and yards shall be kept in a sanitary condition at all seasons of the year. A dog shelter or dog house may be provided in the rear of the exercise yard or kennel. Such doghouse shall be allowed only if approved in writing by The Developers or their assigns. Outside, dogs shall be kept under control by their owners, and the owners shall not allow the dogs to bark loudly for a long and continuous period in such a manner as to become a nuisance to occupants of other dwellings in the subdivision.

Section 13. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises (an exception is the display of the national flag), except in the rear yards. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any dwelling. No power yard equipment, such as power mowers and power shears shall be used by anyone on Sundays or legal holidays until after 10:00 A.M.

Section 14. All rubbish, and debris, combustible and non-combustible, and all garbage shall be stored in enclosed containers, or stored and maintained in containers entirely within the garage or the basement and shall not be burned or incinerated on the premises.

Section 15. No boat, boat trailer or truck of any type shall be parked, kept or stored on any lot in Brynhaven Plat 4 except if stored in the garage completely hidden from outside view. No trailer, house trailer, mobile home, tent (except for play), shack, barn, housecar, tree house or outbuilding of any type will be permitted in Brynhaven Plat 4 with the exception of a shed for garden tools or a cabana where a swimming pool is maintained. Detailed plans for cabanas or garden tool sheds must be submitted to The Developers or their representatives for written approval prior to erection or maintenance.

Section 16. No dwelling erected in Brynhaven Plat 4 may be occupied as a residence prior to the issuance of an Occupancy Permit by the Building Inspector of The City of Oregon. All approved structures must be completed within one year following the date of the issuance of a building permit. No sod, dirt or gravel other than incident to construction of approved structures shall be removed from said lots without the written approval of The Developers.
Section 17. The parcel of land upon which a dwelling is to be constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, may include one lot or additional fractional parts of one or more lots delineated on the recorded plat of Brynhaven Plat 4, but only with the written consent of both the Developers and of the Plan Commission of The City of Oregon, Ohio.

Section 18. In all instances where plans and specifications are required to be submitted to and which are approved by the Developers, if subsequent thereto, there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or driveway, any such variance shall be deemed a violation of these restrictions.

Section 19. All driveways, turnarounds, sidewalks and patios shall be paved with concrete or asphalt. None of these may be of an unpaved gravel surface.

ARTICLE TWO

Section 1. Upon the completion of sale of all the lots in Brynhaven Plat 4, the Developers may through written agreement turn over to an Owners' Organization selected by two-thirds of the owners, the maintenance, continuation, administration and enforcement of these Restrictions.

Section 2. With the said Owners' Organization being fully formed and officers and directors thereof elected, the Developers by instrument in writing in the nature of an assignment shall transfer to said Owners' Organization the rights, privileges and powers herein retained with respect to the restrictions herein established, and which said assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

Section 3. The said Owners' Organization shall consist of owners of lots in the subdivision. The ownership of a lot is entitled to one vote for each lot owned on each matter submitted to a vote of the owner members. The Owner Organization by vote of two-thirds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE THREE

Section 1. Each grantee of the Developers, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Developers, created or reserved by this Declaration or by plat or by deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, regardless of how acquired, and inure to the benefit of such owner, in the manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant of provision herein contained shall give the Developers, their successors or assigns, the right (a) to enter upon the land which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by the Developers, or their successors or assigns, or their agents, shall not thereafter be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.
Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agree, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be subrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such restriction or provisions, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by the Developers or by the Owners' Organization formed pursuant to Article Two, Section One hereof, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 6. The rights, privileges and powers herein retained by the Developers shall be assignable and shall inure to the benefit of their successors and assigns.

Section 7. These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot owners and their heirs, successors and assigns for a period of twenty-five (25) years after the date of the recording of this Declaration of Restrictions as to Brynhaven Plat 4, a subdivision in The City of Oregon, Lucas County, Ohio with the Lucas County, Ohio Recorder.

Section 8. The Developers shall not be or become liable to any successors of any lot in Brynhaven Plat 4 or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that The Developers shall be liable only for their own gross and willful negligence and misconduct.

IN WITNESS WHEREOF, William B. Szabo and George Madras, The Developers and owners, have caused their names to be subscribed to these presents this day of January, 1974.

William B. Szabo  
Witness

George Madras  
Witness

The State of Ohio, Lucas County, ss.
BE IT REMEMBERED, That on the 11th day of February, 1974, personally came William B. Szabo and George Madras, The Developers, and acknowledged the signing thereof to be their voluntary act and deed, for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public, Lucas County, Ohio
My Commission Expires

RICHARD H. CORNER
Notary Public, Lucas County, Ohio
AMENDED DECLARATION OF RESTRICTIONS FOR
BRYNHAVEN PLAT IV, A SUBDIVISION IN
THE CITY OF OREGON, LUCAS COUNTY, OHIO

This Amended Declaration of Restrictions for Lots numbered
84 to 115, both inclusive, in Brynhaven Plat IV, a subdivision in the
City of Oregon, Lucas County, Ohio, made and concluded this 16th
day of September, 1975, by and among William B. Szabo and George
Madras, and Emily J. Becker, Julius Szabo and Alice Szabo, William
B. Szabo, Donald M. Saunders and Dolores M. Saunders, Reida P. Thomas,
James F. Nofzinger and Joan M. Nofzinger, Daniel L. Foster and Anne M.
Foster, and Barbara J. Puariea, WITNESSETH:

WHEREAS, Emily J. Becker, an unwed widow, is the
owner in fee simple of lot numbered 84; Julius Szabo and Alice Szabo,
husband and wife, are the owners in fee simple of lot numbered 85,
William B. Szabo, married, is the owner in fee simple of lot numbered
90; Donald M. Saunders and Dolores M. Saunders, husband and wife, are
the owners in fee simple of lot numbered 96; Reida P. Thomas, married,
is the owner in fee simple of lot numbered 55; James F. Nofzinger
and Joan M. Nofzinger, husband and wife, are the owners in fee simple
of lot numbered 56; Daniel L. Foster and Anne M. Foster, husband and
wife, are the owners in fee simple of lot numbered 105; and Barbara J.
Puariea, married, is the owner of lot numbered 106; and William B.
Szabo and George Madras are the owners of the remaining lots, all
of said lots being in Brynhaven Plat IV, a subdivision in the City of
Oregon, Lucas County, Ohio; and

WHEREAS, the owners of said lots desire to amend the
Declaration of Restrictions pertaining to said lots and recorded in
Volume 2561 of Mortgage, Page 152, Lucas County, Ohio Records; and

WHEREAS, said owners desire to make known said amendment
in said Declaration of Restrictions and desire to make known that the
lots aforesaid are to be conveyed subject to the restrictions,
conditions, covenants, charges, and agreements contained in said
Declaration of Restrictions recorded in Volume 2561 of Mortgage,
Page 152, Lucas County, Ohio Records, as hereby amended:

NOW, THEREFORE, said owners hereby declare that said lots
by them owned shall be subject to all of the restrictions, conditions,
covenants, charges, and agreements set forth in said Declaration of
Restrictions recorded in Volume 2561 of Mortgage, Page 152, Lucas
County, Ohio Records as amended hereby, said amendment being as follows:

Section 10: No portion of the within described
premises nearer to any street than the building set-
back line or lines shown upon the recorded plat of
said subdivision shall be used for any purpose other
than that of law. Nothing herein contained, however,
shall be construed as preventing the use of such
portion of said premises for walks and drives, the
planting of trees or shrubbery and the growing of
flowers or ornamental plants for the purpose of
beautifying said premises, but no unseemly objects
shall be allowed, placed or suffered to remain
thereon. No fence or hedge or enclosure of any kind,
for any purpose, shall be erected, placed or suffered
to remain upon said premises until the written consent
of the Developers shall have been first obtained therefor.
No fence or enclosure of any kind is to be erected or suffered to remain which shall be ahead of the front line of the dwelling and garage, excluding any porches or porticos. All such fences or enclosures shall be of good design and structure. No solid board fences or walls shall be erected or suffered to remain on said premises. The height limitation for all fences or enclosures shall be 48 inches or as approved by The Developers.

IN WITNESS WHEREOF, the said owners have hereunto set their hands on the day and year first above written.

Signed and acknowledged in the presence of:

William P. Szabo
Emily F. Becker (Lot 84)

Julius Szabo (Lot 85)
Alice Szabo

William B. Szabo
Jeanette M. Szabo

Donald H. Saunders (Lot 94)
Delores M. Saunders

James E. Thomas (Lot 95)
Raida P. Thomas (Lot 95)

James F. Nofzinger (Lot 96)

Joan M. Nofzinger (Lot 96)

Daniel L. Foster (Lot 105)

Anne H. Foster (Lot 105)
The State of OHIO

The County of LUCAS

Be it remembered, that on the 16th day of September, in the year of Our Lord One Thousand Nine Hundred and Seventy-five, before me, the subscriber, a Notary Public within and for said County, personally came Emily J. Beck, an unmarried widow, Julius Szabo and Alice Szabo, husband and wife, William B. Szabo and Jeanette M. Szabo, husband and wife, Ronald E. Saunders and Dolores M. Saunders, husband and wife, Richard P. Thomas and James E. Thomas, wife and husband, James F. Nofzinger and Joan M. Nofzinger, husband and wife, Daniel L. Foster and Anne H. Foster, husband and wife, Barbara A. Puarier and Louis D. Puariers, husband and wife, Donald M. Madras, and Carol J. Madras, husband and wife, signatories to the above conveyance, and acknowledged the signing thereof to be their voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid, at the City of Oregon.

FRANK J. DEELY
Notary Public
Commission Expires August 26, 1978

This instrument prepared by:
Charles R. Testa
Attorney-at-Law
Toledo, Ohio 43605
691-6336