CHARLECOTE PARK PLAT 2

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DECLARATION OF RESTRICTIONS
FOR
LOTS IN CHARLECOTE PARK, PLAT II

This Declaration, made by Rostan, Inc., an Ohio Corporation, this 26th day of August, 1970.

WITNESSETH THAT:

Whereas, at the date hereof, Rostan, Inc., is the owner of Lots Twenty-Seven (27) to Sixty-Seven (67), both inclusive, in Charlecote Park Plat II, a subdivision in the City of Toledo, Lucas County, Ohio.

Whereas, said party desires to establish for the betterment of the subdivision, for its own benefit and for the benefit of all future owners or occupants of said lots in Charlecote Park, Plat II, certain restrictions with respect to the use thereof.

Now therefore, Rostan, Inc., as the owner of such real estate and for the purpose aforementioned, hereby declares as follows:

ARTICLE ONE

Section 1. No building, fence, wall, sign or other structure shall be erected or maintained on any of said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, location and grade of such structure, which shall be submitted to Rostan, Inc., its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. No building other than a single family dwelling house, including an attached garage for private use conforming architecturally to the residence, and attached, shall be erected upon any of said lots nor shall any house constructed on any of said lots be used for any purpose other than a single family dwelling house, nor any garage for other than private use.

A porch or porches, conforming architecturally to the residence, may be constructed after plans have been submitted and approval has been given, in writing, by Rostan, Inc.

No alterations shall be made in the location, height or exterior design or color of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from Rostan Inc. No addition to any residence or garage shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from Rostan, Inc.

No fence, wall, or hedge shall be erected, permitted or maintained upon any of said lots unless written approval has been obtained from Rostan, Inc., complete plans and specifications therefor showing the nature, kind, shape, height, construction, materials and color scheme of any such fence or wall, as well as the location of such alterations, addition, or fence, wall or hedge on the building site have been approved by Rostan, Inc., and a copy of such plans and specifications and grading plan, if requested, have been deposited with Rostan Inc., as a permanent record.
No house shall be erected on any lot in Plat II unless it is set back from each side line of the lot at least 10% of the width of the lot; this restriction shall not apply to lot 49.

No house shall be erected on any lot in Plat II unless it is at least 50 feet in width subject to the limitation imposed by the requirements set forth in the preceding paragraph; this restriction shall not apply to lot 49.

Section 3. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Charlecote Park over or upon which easements for the installation and maintenance of public utilities, the installation and maintenance of a storm sewer are granted.

Section 4. The right is hereby given to any public utility company to go upon the property from time to time to install and maintain its equipment and the further right to trim trees or shrubbery which may interfere with the successful operation of its equipment.

Section 5. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of said lots or any structure erected thereon, without first obtaining the written consent of Rostan, Inc. The right is reserved by Rostan, Inc. to erect small structures and place signs on any unsold lots or improvements thereon.

Section 6. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Rostan, Inc.

Section 7. In all instances where plans and specifications are required to be submitted to and are approved by Rostan, Inc. if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

ARTICLE TWO

Section 1. Article Two of the Declaration of Restrictions for Plat I of Charlecote Park provides as follows:

Upon the completion and sale of not less than 20 residences in said Charlecote Park Plat I, Rostan, Inc. may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Charlecote Park Property Owners' Association," or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member therein, and each such owner, including Rostan, Inc. shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Owners of lots in subsequent plats of Charlecote Park shall have the right to become members on application only after notice is given to the association by Rostan, Inc.

The Association, by vote of 2/3rds 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 to such
rules and regulations.

Rosten, Inc., in its discretion, may, by an instrument in
writing in the nature of an assignment, vest the Association, and when
formed, with the rights, privileges and powers herein retained and
retained in similar declarations for subsequent plats of Charlecote Park,
by the said Rosten, Inc., which assignment shall be recorded with the
Recorder of Lucas County, Ohio.

Section 2. Rosten, Inc. shall set the date when owners of lots in Plat
II may become members of the Association. Thereafter said owners may
become Association members on application and upon the conditions set
forth herein.

ARTICLE THREE

Section 1. Each grantee of Rosten, Inc., 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 Rosten, Inc., and the Association, created or reserved by this
Declaration or by plat or deed restrictions heretofore recorded, and all
easements, rights, benefits and privileges of every character hereby
granted, created, reserved or declared, and all impositions and obliga-
tions hereby imposed, shall run with the land and bind every owner of
any interest therein, and inure to the benefit of such owner, in like
manner through the provisions of this Declaration were recited and stipu-
lated 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 Rosten, Inc. or its successors or assigns,
or the Association, the right: (a) to enter upon the land upon 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 struc-
ture, thing or condition that may exist thereon contrary to the intent
and meaning of the provisions hereof, and Rosten, Inc. or its successors
or assigns, or the Association, or its agents, shall not thereby be
deemed guilty of any manner of trespass; or (b) the continuance of any
breach may be enjoined, abated, or remedied by appropriate legal pro-
ceedings, either at law or in equity, by Rosten, Inc., its successors
or assigns, or by the Association.

Section 2. All restrictions, covenants, conditions, agreements and
other provisions herein contained shall be deemed subject to and sub-
ordinate to all mortgages or deeds of trust in the nature of a mort-
gage 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 agreed,
however, that if any portion of said property is acquired in lieu of
foreclosure, or is sold under 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 of the restrictions, covenants, conditions, agreements
and other provisions of this Declaration.
Section 3. No restrictions imposed hereby shall be abrogated 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 restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforcibility or effect of the rest of this Declaration.

Section 5. Before the formation of any Association, as hereinabove in Article Two provided for, Rostan, Inc. or its successors or assigns shall have the right to change, or modify the restrictions and covenants herein contained (except Section 3 of Article One hereof) by first obtaining the consent of the owners of 2/3rds of all the lots herein described.

Section 6. After the completion and sale of thirty-five (35) residences in said Plat II, and after the owners of at least two thirds (2/3) of the lots in Plat II join the Association, the Association may at any time within 5 years from the date of its formation, change, modify or rescind any of the foregoing restrictions (except Section 3 of Article One hereof) by first obtaining the consent of Rostan, Inc. to do so and the consent of 2/3rds of its members evidenced by an instrument in writing, signed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Lucas County, Ohio; and the foregoing restrictions may be changed, modified or rescinded at any time after 5 years from the date of formation of said Association by an instrument in writing signed and acknowledged by 2/3rds of its members and recorded as aforesaid, provided 2/3rds of the owners of lots in Plat II are members of the Association at the time said instrument is executed.

Section 7. A violation of any of the rules and regulations adopted by Rostan, Inc., or by the Association acquiring the rights and benefits of Rostan, Inc., shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein retained by Rostan, Inc. shall be assignable to, and shall inure to the benefit of its successors and assigns.

Section 8. The aforesaid restrictions shall be in full force and effect until the first day of January, 1999.

In consideration whereof, Rostan, Inc. does hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 26th day of August, 1970.

Rostan, Inc.
By Stanley K. Levison, Pres.
By Kathie A. Gifford, Sec'y.

Two witnesses.

Acknowledged August 26, 1970 by said Company, by said Officers, and by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (seal).

Received for record August 26, 1970 and recorded in Volume 2326 of Mortgages, page 97.