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DECLARATION OF RESTRICTIONS
FOR
LOTS IN CHARLECOTE PARK, PLAT IV

This declaration, made by Rostan, Inc., an Ohio corporation, this 3rd day of April, 1975.

WITNESSETH THAT:

WHEREAS, at the date hereof, Rostan, Inc., is the owner of Lots Eighty-Five (85) to Ninety-Seven (97), both inclusive, in Charlecote Park, Plat IV, a subdivision in the City of Toledo, Ohio, in Lucas County,

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 IV, 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 I

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, 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, 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, heights, 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 IV unless it is set back from each side line of the lot at least ten percent (10%) of the width of the lot.

No house shall be erected on any lot in Plat IV unless it is at least fifty (50) feet in width subject to the limitation imposed by the requirements set forth in the preceding paragraph.

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 II

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

Upon the completion and sale of not less than twenty (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 a 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 two-thirds (2/3) 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
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, if and when formed, with the rights, privileges and powers herein retained, and retained in similar declarations for subsequent plats of Chelcote 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 IV may become members of the Association. Thereafter, said owners may become Association members on application and upon the conditions set forth herein.

**ARTICLE III**

**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 plot or deed restrictions hereof or 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, and inure to the benefit of such owner, in like manner through 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 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 sueably 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, 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 proceedings, 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 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 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 date is set by Roston, Inc., as hereinbefore provided for in Article II, Section 2, Roston, 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 I hereof), by first obtaining the consent of the owners of two-thirds (2/3) of all the lots in Plat IV.

Section 6. After the completion and sale of twelve (12) residences in said Plat IV, and after the owners of ten (10) lots in Plat IV join the Association, the Association may at any time before five (5) years from the date hereof, modify or rescind any of the foregoing restrictions (except Section 3 of Article I hereof), by first obtaining the consent of Roston, Inc., to do so, and the consent of two-thirds (2/3) 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 five (5) years from the date of formation of said Association by an instrument in writing signed and acknowledged by two-thirds (2/3) of its members and recorded as aforesaid, provided two-thirds (2/3) of the owners of lots in Plat IV 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 Roston, Inc., or by the Association acquiring the rights and benefits of Roston, Inc., shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein retained by Roston, 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, Roston, Inc., does hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, the 3rd day of April, 1975.

Signed by Roston, Inc., by Stanley K. Levison, President, and Kathie L. Gifford, Secretary.

Two witnesses.

Acknowledged April 3, 1975 by said corporation, by said officers by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio. (Seal).

Received for record April 25, 1975 and recorded in Volume 3034 of Mortgages, page 259.