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DECLARATION OF RESTRICTIONS
FOR
LOTS IN CHARLECOTE PARK, PLAT V

This declaration, made by Rostan, Inc., an Ohio corporation, this 28th day of February, 1976.

WITNESSETH THAT:

WHEREAS, at the date hereof, Rostan, Inc., is the owner of Lots ninety-eight (98) to One hundred eleven (111), both inclusive, 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 V, 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, 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, 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.

Section 3. 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.

ARTICLE II

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

Upon the completion and sale of not less than twenty (20) residences in said Charlecote Park, Plat V, 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 (1) 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 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.

Rostan, 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 Charlecote Park, by the said Rostan, Inc., which assignment shall be recorded with the Recorder of Lucas County, Ohio.

Section 2. Rostan, Inc., shall set the date when owners of lots in Plat V 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 Rostan, 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 Rostan, 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 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 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 Rostan, 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 structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Rostan, 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 Rostan, 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, enforceability or effect of the rest of this Declaration.

Section 5. Before the date is set by Rostan, Inc., as hereinbefore provided for in Article II, Section 2., Rostan, Inc., or its successors or assigns shall have the right to change or modify the restrictions and covenants herein con-
tained (except Section 3 of Article I hereof), by first ob-
taining the consent of the owners of two-thirds (2/3) of all
the lots in Plat V.

Section 6. After the completion and sale of twelve (12)
residences in said Plat V, and after the owners of ten (10)
lots in Plat V 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 by first obtain-
ing the consent of Rostan, 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 V are members of the Association at the
time said instrument is executed.

Section 7. A violation of any of the rules and regula-
tions 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, 2000.

In consideration whereof, Rostan, Inc., does hereby
declare and establish the foregoing restrictions and covenants
and execute the same at Toledo, Ohio, the 28th day of
February, 1976.

ROSTAN, INC.

By Stanley K. Levison, President
By Kathie L. Gifford, Secretary

Two witnesses.

Acknowledged February 28, 1976 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 5, 1976 and recorded in
Volume 3251 of Mortgages, page 5.