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DECLARATION OF RESTRICTIONS
as to
CREEKWOOD ESTATES EXTENSION
A Subdivision in the City of Toledo,
Lucas County, Ohio

THIS DECLARATION, made and entered into by MARVIN A. ROBON this 2nd day of December 1975.

WHEREAS, Marvin A. Robon holds title in fee simple to a certain parcel of land, situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "Creekwood Estates Extension" and described as follows:

Lots numbered one (1) through four (4), inclusive, in Creekwood Estates Extension, a Subdivision in the City of Toledo, Lucas County, Ohio,

and

WHEREAS, Marvin A. Robon has caused a plat of the above described land to be prepared, which plat provides for:

1. the subdivision of said land into four (4) lots numbered consecutively from one (1) to four (4), which subdivision, when the plat thereof was filed for record, became known as "Creekwood Estates Extension"

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.

WHEREAS, Marvin A. Robon desires to establish for his own benefit and for the benefit of all future owners and occupants of all or any part of Creekwood Estates Extension certain easements and rights in, over and to Creekwood Estates Extension and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Creekwood Estates Extension and to hereby impose certain restrictions on such lots in said Creekwood Estates Extension.

GERTNER, BARKAN & ROBON,
ATTORNEYS AT LAW
SUITE 405 SHATZER BUILDING
TOLEDO, OHIO 43604
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 general plan for the improvement, development,
use, occupancy and enjoyment of said Creekwood Estates Extension
as an architecturally harmonious, artistic and desirable residence
district, Marvin A. Robon, the owner, for himself, his successors
and assigns, does hereby declare and stipulate that each lot in
said Creekwood Estates Extension hereafter sold, conveyed or
transferred by him, including transfers by operation of law, shall
be deemed sold, conveyed or transferred subject to the following
covenants, conditions, agreements and restrictions, to wit:

1. **LAND USE** - All lots in Creekwood Estates Extension
shall be known and described as residential lots and hereafter no
structure shall be erected on any such residential lot other than
one single family, private, residence purpose dwelling, including
attached two or three car garage, which shall be an integral part
of the dwelling. Said dwelling shall be used and occupied solely
and exclusively for private residence purposes by a single family,
including such family's servants.

2. **DWELLING SIZE AND LOCATION** - No dwelling, attached
garage, driveway, basement, swimming pool or other structure shall
be erected or maintained on said lots, nor shall any changes,
addition to or alteration therein affecting the outward appearance
thereof be made unless erected, maintained, changed, added to or
altered in accordance with detailed plans and specifications
therefor showing the size, location, grade elevations, type, style
of architecture, cost, use, and materials of construction thereof,
the color scheme therefor, and the grading plan of the lot, which
detailed plans and specifications shall have been first approved
in writing by the Architectural Control Committee, and a true copy
thereof permanently lodged with the Architectural Control Committee.
All plans and specifications for such structures must be prepared
by a competent architect or designer. No such dwelling, including attached garage, shall be erected, reconstructed, placed or suffered to remain upon said lot, having a cost and fair value (based on 1974 construction costs), exclusive of land, of less than $50,000. Dwellings on lots 1 and 2 shall have a minimum of two thousand (2,000) square feet and lots 3 and 4 shall have a minimum of two thousand five hundred (2,500) square feet of living space, excluding basements, garages, and porches. All garages must not face the street, although L-shaped dwellings will be allowed.

3. **SET BACK LINES** - No structure or any part thereof shall be erected or maintained 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 or nearer to any side line or rear line than shall be determined by the Architectural Control Committee, in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances from the front, side, and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. 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 part of one, two or more lots delineated on the recorded plat of Creekwood Estates Extension, but only with the written consent of the Architectural Control Committee.

4. **FRONT YARDS** - No portion of the within described premises nearer to any street than the building set back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, so-called, nor grains of the ordinary garden or field.
variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

5. TREE REMOVAL PROHIBITED

(a) No pine or evergreen trees or bushes may be removed, nor shall any other tree whose diameter exceeds two and one-half inches measured two feet from ground level be removed without the prior written consent of the Architectural Control Committee, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks whose plans have been approved by the Architectural Control Committee or removal ordered by any state or local governmental authority having jurisdiction thereof.

(b) No trees or bushes shall be removed from the Buffer Lots or the Cul-de-Sac.

6. FENCES, MAIL BOXES AND LAMP POSTS, AND BUILDING HEIGHT

(a) No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of the Architectural Control Committee shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to the type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. In this respect ornamental type wooden or brick fence are the type generally permitted if not more than three and one-half feet in height.

(b) No chain link, steel, or barbed wire fences shall be permitted under any circumstances.
(c) Each lot owner shall maintain an ornamental post light of uniform design, the location of which upon each lot shall be set and determined by the Architectural Control and Plan Approval Committee, and each lot owner shall maintain a mail box of uniform design, the location of which shall be set and determined by the said Committee.

(d) No building shall be more than a conventional two story structure.

7. GRADING AND SLOPES - Marvin A. Robon reserves 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 shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

8. FUTURE UTILITY EASEMENTS - Marvin A. Robon reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits and for water, gas, sewer and 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 parties of said premises may now or hereafter front or abut.

9. EASEMENT RESERVATION - Marvin A. Robon reserves to himself, his successors and assigns a perpetual easement in, through, under and/or over those portions of the rear and side of each lot as shown on the plat of Creekwood Estates Extension designated as utility rights-of-way for the construction, operation and maintenance of electric lines, cablevision lines, telephone and telegraph poles, lines and conduits and for water, gas and sewer lines and conduits, or any other public utility facilities, together with the necessary or proper 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 Creekwood.

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SUPREME COURT BUILDING
TOLEDO, OHIO 43604
Estates Extension over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

10. PROHIBITIONS - No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon 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 without the written consent of Marvin A. Robon first having been obtained. No pole, antenna tower or gas meter or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising devise, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the written consent of Marvin A. Robon first having been obtained. The right is reserved by Marvin A. Robon to erect small structures and place signs on any unsold lots or improvements thereof.

11. ANIMALS - No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Marvin A. Robon reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Creekwood Estate Extension.
12. **DRIVERWAYS** - All driveways must be paved (asphalt or concrete) in a workmanlike manner and shall not exceed sixteen (16) feet in width within the building lines.

13. **CLOTHESLINES** - No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear years and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No laundry of any kind or other articles shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

14. **GARBAGE CONTAINERS** - All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. Garbage containers shall be permitted outside the dwelling or underground containers only on the days established for collection by the City of Toledo or such other agency that collects the garbage.

15. **BOATS, TRAILERS, MOTORHOMES AND POOLS** -
   
   (a) No boat, boat trailer, house trailer, camper trailer, motorhome or trailer or truck of any type shall be parked, kept or stored on any lot in Creekwood Estates Extension unless completely within the closed garage. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house or outbuilding of any type will be permitted on any lot in Creekwood Estates Extension except with the prior written approval of Marvin A. Robon or the Architectural Control Committee.

   (b) No above-ground swimming pools shall be allowed without the written consent of the contiguous lot owner in Creekwood Estates with a signed copy of said consent being given to the developer and in this event the consent must be renewed every two years.
16. GARAGES - No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style or architecture, cost, use, the materials of construction thereof, the grade, elevation thereof, and the plans, specifications and details of said garage, including the driveway approach and garage entrance shall have been first approved in writing by the Architectural Control Committee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Architectural Control Committee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. Garage entrances shall not face the street and shall house a minimum of two autos.

17. COMPLETION AND OCCUPANCY - No dwelling erected in said Creekwood Estates Extension shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction or approved structures, shall be removed from said lots without the written approval of Marvin A. Robon or the Architectural Control Committee.
18. TANKS - Any and all oil, gas, propane and other tanks
must be buried below ground level if not located within a dwelling.

19. TERM OF RESTRICTIONS - These covenants are to run
with the land and shall be binding on all parties and all persons
claiming under them for a period of twenty-five (25) years from
the date these covenants are recorded, after which time said cove-
nants shall be automatically extended for successive periods of
ten (10) years unless an instrument signed by a majority of the
then owners of the lots has been recorded agreeing to change said
covenants in whole or in part.

20. NOISE - No outside radio, stereo or other telephonic
speakers shall be located outside any dwelling.

21. SUBDIVISION OR SPLITTING LOT - No grantee or successor
in title shall subdivide or convey less than the whole of any lot
without first obtaining the written consent of Marvin A. Robon or
the architectural committee. Said consent, if obtained, shall be
signed by Marvin A. Robon and recorded in the office of the Recorder
of Lucas County, Ohio. If said consent is not obtained, the parcel
congrved shall revert back to the original developer, Marvin A. Robon,
his successors or assigns, and the grantee who took or takes said
split parcel shall forfeit any interest in said lot.

22. VARIANCE FROM APPROVED PLANS - In all instances where
plans and specifications are required to be submitted to and are
approved by the Architectural Control Committee, 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.

23. ARCHITECTURAL CONTROL COMMITTEE - This Committee
shall be composed of Marvin A. Robon, Nancy C. Robon and William
I Barkan, attorney at law.

In the event of the death, resignation or incapacity of
any member, the other two shall have the authority to select the
third member. If, after thirty (30) days, written notice to the
above parties, an architectural committee is not kept in being,
the lot owner of this subdivision, by majority vote, may form said
committee.

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ATTORNEYS AT LAW
8400 ELM STREET BUILDING
TOLEDO, OHIO 43614
A majority of the Committee may designate a representative to act for it. A majority vote of the Committee shall be decisive. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, then the same shall be deemed approved.

24. ARCHITECTURAL CONTROL - No building, fence, hedge, wall, walk or other structure, grading or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until plans showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure or work to be done and the grading of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plan or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans, specifications and grading plans, they shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

25. RIGHT TO MODIFY - In connection with the provisions herein contained and with special reference to the Architectural Control and Plan Approval Committee, its duties and functions, it is hereby provided that if, in the opinion of the developer, by reason of the shape, dimensions or topography of the premises herein described or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, Marvin A. Robon may modify such provisions so as to permit
variations in cost, size, type, location or otherwise that will not, in his judgment, do material damage to any abutting or adjacent property.

26. HARDSHIPS - The Architectural Control and Plan Approval Committee as hereinafter constituted in addition to the foregoing may annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said addition which will not, if such action be taken, materially injure or damage any lot in said Subdivision. The provisions of this Item 26 shall not be construed or interpreted to authorize any change from the declared intentions and sense of these restrictions of keeping and maintaining this Subdivision as a highly restricted and desirable residential Subdivision for single family residences only.

27. REMEDIES TO CORRECT BREACH OF RESTRICTIONS - INJUNCTION -

(a) Marvin A. Robon reserves and hereby is granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Marvin A. Robon, and Marvin A. Robon or his agents shall not by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Marvin A. Robon to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Marvin A. Robon shall at any and all times have the right to enforce the same.

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(b) Each grantee 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 Architectural Control Committee and Marvin A. Robon created or reserved by this Declaration or by plat or deed restrictions herebefore 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 though the provisions of the 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 or provision herein contained shall give Marvin A. Robon and/or other lot owners the right (1) 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 Marvin A. Robon or his agents shall not thereby be deemed guilty of any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings either in law or in equity the continuance of any breach; or (3) to recover damages for any breach.

28. PARAGRAPH HEADINGS AND ACQUISITION

(a) Paragraph headings are for convenience and are not controlling.
(a) No restriction imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

29. SEVERABILITY - The invalidity of any restriction hereby imposed or of any provisions hereof or of any part of said restriction or provisions shall not impair or affect in any manner the validity, forceability or affect the rest of such restrictions and provisions.

30. SUCCESSORS AND ASSIGNS - The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with, all the land to said Creekwood Estates Extension and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns who hold any interest whatsoever in said Creekwood Estates Extension regardless of how or in what manner said interest is acquired.

31. ASSIGNMENT - The rights, privileges and powers herein retained by Marvin A. Robon shall be assignable and shall inure to the benefit of his successors and assigns.

32. RELEASE OF POWER - Nancy C. Robon hereby joins in said Declaration.

IN WITNESS WHEREOF, Marvin A. Robon has caused this Declaration to be signed on the day and year first above written.

Witnesses:

[Signatures]

GERHARD BARNES & ROBON
ATTORNEYS AT LAW
Suite 218, Swiney Building
Toldeo, Ohio 43604
STATE OF OHIO }  SS:
COUNTY OF LUCAS }  SS:

Before me, a Notary Public for Lucas County, personally appeared Marvin A. Robon and Nancy G. Robon, husband and wife, who signed and acknowledged the foregoing instrument in my presence this 2nd day of December, 1976 at Toledo, Ohio.

William J. Zane
Notary Public

CONSENT OF THE OHIO CITIZENS TRUST COMPANY

The OHIO CITIZENS TRUST COMPANY, as Mortgagee, hereby consents to the foregoing Declaration of Restrictions, this 3rd day of December, 1976.

Witnessed:

[Signature]

[Signature]

BY: Carl Lamph

AND: Nancy L. Below

STATE OF OHIO } SS:
COUNTY OF LUCAS } SS:

Before me, a Notary Public in and for said County and State, personally appeared Carl L. Lamph and Nancy L. Below as Assistant Secretary of The Ohio Citizens Trust Company, who acknowledged that they and each of them did sign the foregoing instrument as Vice President and Assistant Secretary of The Ohio Citizens Trust Company, and that the same was their free act and deed and the free act and deed of The Ohio Citizens Trust Company for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Toledo, Ohio this 3rd day of December, 1976.

Douglas B. Wilcox
Notary Public

Cahill, Bixler & Bixler
Attorneys at Law
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