This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

WHEREAS, Dunkirk Realty, LLC, an Ohio Limited Liability Company, hereinafter called "Developer", are the owners of lots 386 through 405 inclusive, being lots in Farmbrook Plat 9, a subdivision in Sylvania Township, Lucas County, Ohio, designated on a plat of said subdivision recorded in Volume 149, Pages 97-98, of the Lucas County, Ohio Plat Records; and

WHEREAS, it is desired to develop Farmbrook Plat 9 as an attractive and pleasant subdivision to the benefit of future owners of lots therein and other residents of Sylvania Township and for such purpose to establish restrictions and an Architectural Control Committee.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof, and to afford purchaser protection in the use and occupancy thereof for the purpose of which the same are designated, and to provide a uniform plan for the improvement, development, use, occupancy and enjoyment of the Farmbrook Plat 9 as an attractively harmonious, artistic and desirable subdivision, the Developer, its respective successors and assigns, hereby stipulate and agree that no part of any lot or parcel in said Farmbrook Plat 9 shall hereafter be conveyed, leased or used or occupied by successors and assigns subject to the restrictions hereinafter set forth.

1. Developer, its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and other improvements including, but not limited to, residential dwellings, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, must be submitted for examination and approval before any erection or improvement shall be made upon any lot and before additions, changes or alterations may be made to any structure or other improvements then situated on a lot. The aforesaid plans and specifications shall show size, location, type, architectural design, quality, cost, materials, construction, color scheme, and grading plan for the lot and the finished, grade elevation thereof and must be prepared by a competent architect or draftsman. Such plans and specifications must be furnished to the Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. The Developer hereby expressly reserves to itself and to its successors and assigns, the right and privilege of assigning or relinquishing all rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Developer or by its successors and assigns is filed in record with the Lucas County, Ohio Recorder.

2. The lots located within Farmbrook Plat 9 shall be used for such purposes as are permitted by present zoning of Sylvania Township. No lot shall be used for any purpose not presently permitted by the zoning of Sylvania Township without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit,
a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

3. All dwellings shall have an integral garage with space for not less than two (2) or more than four (4) automobiles. Such dwelling shall be used and occupied solely and exclusively for private residence purpose by a single family and such family’s servants.

4. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted; the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the use on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest.

5. No structure or any part thereof, other than a fence, deck, gazebo, patio or house, or other enclosure which shall first have been approved as provided in paragraph 1 above, shall be erected, placed or maintained on any lot nearer to the front or rear line or lines than the building setback line or lines shown on the recorded plan. No structure of any sort shall be erected, placed or maintained on any lot nearer to any front or rear lot line than shall be required by the appropriate zoning and building requirements of Sylvania Township.

6. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

7. All fencing, except for landscape type fencing as specifically approved by the Architectural Control Committee, on any Residential Lot shall be split-surface wood. No fencing shall be permitted in front of a line extending from the rear property line of the Dwelling, extended to the side property line of the Residential Lot; provided however, on Residential Lots bordering on two streets (i.e., corner lots) no fencing shall be permitted in front of the rear and side building lines of the Dwelling, extended to the side and rear property lines of the Residential Lot, respectively. Wire fencing may be attached to the fencing on the property owner’s side of the fence. All fence plans shall be subject to the Architectural Control Committee’s approval.

8. No detached accessory building(s) or sheds of any kind shall be permitted on any lot.
9. No trailer, basement, tent, shack, garage, barn, house, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1 above.

10. No clotheslines shall be located on any Building Lot. No laundry articles shall be left outdoors overnight or any time on Saturday or Sundays.

11. No basketball backboard or similar improvement shall be erected or attached to a Dwelling or garage.

12. Temporary structures or fixtures of any nature (including basketball backboards) shall not remain in front of the building line or in plain view from the street for any time period exceeding 24 hours without prior approval from the Architectural Control Committee.

13. Any truck, motorcycle, boat, bus, tent, house, car, camper, trailer, or other similar housing or recreational device, if temporarily placed or stored on any said lot, shall be kept within a garage building.

14. Premises shall not be used for the storage of automobiles, trailers, scrap, cars, iron, water, paper, or glass, or any reclaimable products or material except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee and its successors and assigns.

15. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, shrub beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

16. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, permitted to grow, or suffer to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

17. Exterior television antennas shall not be allowed so long as cablevision is available to the subdivision. No towers of any description or satellite dishes will be permitted without the review and approval of the Architectural Control Committee which
such Committee may attach such conditions as it deems necessary for the application as it deems appropriate in its sole and absolute discretion.

18. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision may be located above ground.

19. The Architectural Control Committee shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions to enter the property upon which such violation is deemed by it to exist and to summarily abate and remove at the expense of the Owner thereof the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal or liable for damages by reason thereof to any person whosoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any agreement or consent to any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

20. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

21. 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. However, rubbish, debris, combustible, and non-combustible, and garbage may be stored in outside containers if, approved by the Architectural Control Committee. Additional regulations for the storage, maintenance, and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee, or their successors and assigns.

22. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

23. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions
to prevent him or them from so doing to cause the removal of any violation and to
recover damages or other dues for such violation or attempted violation.

24. All transfers and conveyances of each and every lot of said subdivision shall
be made subject to these covenants and restrictions.

25. These covenants and restrictions shall be taken to be real covenants running
with the land and shall be binding upon all parties, persons and corporations owning or
acquiring land in said subdivision, and their heirs, executors, administrators, successors,
and assigns until December 31, 2010; and these restrictions shall be automatically
extended in their entirety, for successive periods of ten (10) years unless by appropriate
instrument in writing and consenting to their termination in whole or in part shall be
filed for record, executed and acknowledged by the owners of not less than a majority
of the lots.

26. Only the lots contained in said Farmbrook Plat 9 shall be subject to and
bound by the restrictions, covenants and conditions set out in this instrument, and none
of said provisions shall in any manner affect or be operative in respect of any other
lands of the Owner or its successors or assigns.

27. The Architectural Control Committee shall be responsible for, the reasonable
and proper maintenance of any open space, landscaped areas and "easement areas"
described above which may be located in said Farmbrook Plat 9. Some of these areas
may be outside the confines of Plat 9 but are part of the total Farmbrook Subdivision.
Said responsibility covers areas in other plats and eventually all the plats in Farmbrook
would be joined by one Homeowner's Association to maintain these open spaces. The
Architectural Control Committee will be empowered to levy, assess and collect an
amount not to exceed Fifty Dollars ($50.00) per year from each and every lot owner in
Plat 9 as necessary for the carrying out of its responsibilities under this paragraph as
well as the other provisions of this Declaration of Restrictions; and provided further that
said limit of Fifty Dollars ($50.00) for the annual assessment may be increased in
proportion to any increase in the Consumer Price Index of the Bureau of Labor Statistics
from the base period of September, 2000. Any amount so assessed or levied shall
become a lien on each lot. In the event any amount so assessed or levied is not paid
when due and remains in arrears for more than sixty (60) days, the Architectural
Control Committee, or a majority of the members thereof, may cause to be filed with the Lucas
County Recorder a Notice of Lien describing the lot and the amount due and executed
in accordance with the formalities then required to record a lien against real estate.

28. Any and all of the rights, powers, duties and obligations which, in this
instrument are assumed by, reserved to or given to the Architectural Control Committee,
may be assigned or transferred to any one or more corporations or associations which
will agree to assume said rights, powers, duties and obligations and carry out and
perform the same. Any such assignment or transfer shall be made by appropriate
instrument in writing in which the assignee or transferee shall join for the purpose of
evidencing its acceptance of such rights, powers, duties and obligations, which instrument
shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

29. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

IN WITNESS WHEREOF, Dunkirk Realty, LLC has caused this instrument to be executed by its duly authorized representatives on this 1st day of October, 2000.

Signed and delivered
in the presence of:

Kathy Henline

Susan J. Perrin

DUNKIRK REALTY, LLC, an Ohio Limited Liability Company

By:  

Stephen R. Mitchell, Manager

By:  

Jeffrey J. Wehrie, Manager

STATE OF OHIO )
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 1st day of October, 2000 by Stephen R. Mitchell and Jeffrey J. Wehrie, Managers of Dunkirk Realty, LLC; an Ohio Limited Liability Company.

KATHY HENLINE
NOTARY PUBLIC

[Stamp]

RECEIVED & RECORDED
JAN 22 2001

SUE RIOUX
RECORDER LUCAS COUNTY, OHIO
FARMBROOK ESTATES PLAT 9
Part of the Northeast 1/4 and Part of the Northwest 1/4 of Section 21, Town 9 South, Range 6 East
Sylvania Township, Lucas County, Ohio

DESCRIPTION

Farmland Estates Plat 9, of which this is a correct plat, is laid out in the northeast 1/4 and southwest 1/4 corners of each of a series of such 1/4ths. Said plat is bounded on the northwest by the west line of said Section 21; on the northeast by said north line of said Section 21; on the south by the south line of said Section 21; and on the west by the west line of said Section 21. Said plat is described as follows:

1. Commencing on the northeast corner of said Section 21, 40 feet from the southeast corner and 90 feet from the north line of said Section 21.
2. Thence south 89° 30' 12" west, a distance of 207.46 feet, to a 6 inch diameter concrete monument containing a 6 inch diameter iron rod, set in the northwest corner of said Section 21.
3. Thence west 1° 38' 12" north, a distance of 163.4 feet, to a 6 inch diameter concrete monument containing a 6 inch diameter iron rod, set in the northwest corner of said Section 21.
4. Thence north 88° 50' 48" east, a distance of 162.7 feet, to the point of beginning, containing 4.84 acres, more or less.

The foregoing description is subject to the conditions and restrictions set forth in the plat. Said plat is surveyed in accordance with the 1983 Ohio Map, and is subject to all prior and existing easements, restrictions, and covenants.

SPECIAL RESOLUTION

I hereby certify that the survey herein described is true and correct, that said plat is a correct plat of the said area, and that said plat contains 4.84 acres, more or less, and is subject to all prior and existing easements, restrictions, and covenants.

[Signature]

STATE OF OHIO
COUNTY OF LUCAS

On this 25th day of April, 2017, before me personally appeared 

[Name]

a man, known to me to be the undersigned, and acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, for the purposes and intents therein mentioned.

[Notary Public]

COUNTY ENGINEER OF LUCAS COUNTY - Map

We hereby certify that this plat is approved by the Lucas County Planning Commission in accordance with the specifications shown hereon, and is in compliance with all state and local regulations and is hereby adopted by the Board of Lucas County Commissioners for public use.

[Signature]

Signed this __ day of __, 20__.

[Name]

COUNTY ENGINEER OF LUCAS COUNTY - Plat

We hereby certify that this plat is approved by the Lucas County Planning Commission in accordance with the specifications shown hereon, and is in compliance with all state and local regulations and is hereby adopted by the Board of Lucas County Commissioners for public use.

[Signature]

Signed this __ day of __, 20__.

[Name]
FARM BROOK ESTATES PLAT 9
Part of the Northeast 1/4 and Part of the Northwest 1/4 of Section 21, Town 9 South, Range 6 East
Sylvania Township, Lucas County, Ohio

Accession:

FARM BROOK ESTATES PLAT 9 of which this is a correct copy, is not used in any manner against the persons or owners to whom it pertains, and the right to the same is hereby conveyed to the persons or owners to whom it pertains.

In the event that the Plat of FARM BROOK ESTATES PLAT 9, is lost, the original Plat of FARM BROOK ESTATES PLAT 9 is hereby replaced by the Plat of FARM BROOK ESTATES PLAT 9 as recorded in Volume 103 of Plat Books, Page 75.

The Plat of FARM BROOK ESTATES PLAT 9 is hereby certified to be a true copy of the Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75.

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State of Ohio

The Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75, is hereby certified to be a true copy of the Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75.

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COUNTY OF LUCAS

The Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75, is hereby certified to be a true copy of the Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75.

COUNTY OF LUCAS

The Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75, is hereby certified to be a true copy of the Plat of FARM BROOK ESTATES PLAT 9, as recorded in Volume 103 of Plat Books, Page 75.

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