INNSBROOK
PLAT 1

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INNSBROOK - PLAT 1

DECLARATION OF RESTRICTIONS

WHEREAS, Innsbrook Woods Development Co., (Developer) is the owner of the following described real estate:

Lots numbers 1 to 29, inclusive in Innsbrook Plat 1,
A Subdivision in the City of Toledo, Lucas County, Ohio;

and

WHEREAS, Developer desires to establish a general plan for the development of Innsbrook Plat 1, which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises.

NOW, THEREFORE, the Developer, in consideration of the enhancement and the value of said property by reason of the adoption of the restrictions hereinafter set forth, does for itself, its successors, heirs and assigns, hereby declare and stipulate that said lots shall be conveyed by it subject to the following restrictions and conditions which shall run with the land and be incorporated by reference in all deeds conveying interests in Innsbrook Plat 1:

1. LAND USE AND BUILDING TYPE. All lots within Innsbrook Plat 1 shall be used only for private residential purposes and one dwelling house for occupancy by single family may be erected on any one lot. Such single family dwelling houses shall be restricted to one story, one and one-half story and two story buildings and shall include a two or three car attached garage for private use only, which garage shall conform architecturally to the dwelling house. The minimum square footage of any dwelling house shall be as follows:

   Ranch. . . . . . . . . . . . . . . . . . . . . . . . . . . . . 2100 square feet

   One and one-half Story
   & Two Story Dwelling. . . . . . . . 2400 square feet
The minimum square footage designated above is limited solely to livable area. The exterior of such dwelling house shall consist of one-third brick or cedar facing and shall have all wood construction type windows.

2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building setback lines as shown on the recorded plat. All or some buildings may be located behind such setback lines shown on recorded plat if the Architectural Control Committee hereinafter designated deems it desirable. No building shall be located nearer to the rear lot line than shall be determined by such Architectural Control Committee. No building shall be located nearer than 10% of lot width to any side lot lines. The Architectural Control Committee may refuse to permit a two story residence to be erected on a lot adjacent to a previously approved one story residence and vice versa.

3. ARCHITECTURAL CONTROL. No dwelling house, apartment building, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure or facility shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot which affects the exterior appearance thereof until the plans and specifications therefor, showing, to the extent applicable, the nature, kind, shape, height, grade, materials, floor plans, garage location and style, parking facilities, landscaping, driveway location, color scheme, architectural style, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon, showing topographical data and a surface drainage, 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 with 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 as to which harmonious and pleasing elevations are to be provided.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Robert C. Verbon and C. L. Wasmundt, the sole partners of Innsbrook Woods Development Co., and Michael J. Darcangelo, the attorney for said partnership. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If at any time a committee fails to exist by reason of the death and/or resignation of committee members without the appointment of a successor or successors, a new committee may be elected by the owners of a majority of the lots in Innsbrook Plat I, effective upon the filing for record of a written instrument signed by such owners designating such committee members.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the residence address of any member in Lucas County, Ohio. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. NUISANCES. No animal, fowl, or livestock of any kind shall be kept or harbored on any lot. The keeping within any dwelling house of one domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupants of other residences in Innsbrook Woods.

7. MISCELLANEOUS RESTRICTIONS.

(A) No structure of a temporary character, trailer, housecar, basement, tent, shack, garage, or other outbuilding shall be
used on any lot in this Subdivision as a residence. 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 therefore as provided herein.

(B) All landscaping shown on the plans approved by the Architectural Control Committee shall be completed within 60 days of the first occupancy of any building if such occupancy occurs prior to September 15 of any year and, if not, it shall be completed by June 15 of the following year.

(C) No office, whether commercial or professional, shall be installed, maintained or operated in any building in said Subdivision.

(D) Each single family dwelling lot owner is required to install one illuminated post light in front of the family residence, the design and location to be set by the Architectural Control Committee.

(E) No boats, trucks, or trailers shall be stored or parked in the streets, yards or driveways in this subdivision.

(F) No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in approved containers made for that purpose to be buried or kept entirely in garage or basement or located behind proper screening, approved by the Architectural Control Committee. Any unnecessary debris left on any lot during or after the construction of a building thereon may be removed by Developer and the owner of such lot shall be liable to Developer for the cost of such removal.

(G) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except on portable laundry dryers at locations specifically approved by the Architectural Control Committee and no laundry shall be hung for drying on Sundays or other legal holidays.

(H) No sign of any character shall be erected, posted or displayed upon or about any lot in said Subdivision without the written permission of the Architectural Control Committee.
(I) Developer reserves and is hereby 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 Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer 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 Developer shall at any and all times have the right to enforce the same.

(J) No grantee or successor in title shall subdivide or convey less than the whole or any lot without first obtaining the written consent of Developer.

(K) 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 improvements covered thereby, any such variance shall be deemed a violation of these restrictions.

S. RIGHT TO MODIFY. The Architectural Control Committee may, in its opinion, by reason of the shape, dimensions or topography of a particular lot in the Subdivision, or in the event in its opinion that such enforcement of these restrictions with respect to size of structure would constitute a hardship, annul, waive, change, or modify any of the covenants, restrictions and reservations herein contained as to any single family dwelling in said Subdivision, which in its judgment be in keeping with the maintaining of this Subdivision as a desirable residential Subdivision for single family residences only.
9. **DURATION AND RENEWAL.** All the covenants, agreements, easements, reservations and restrictions contained herein shall be in force until January 1, 1993, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless terminated or modified in writing by the then owners of 80% of the lots in the Subdivision. Said termination or modification of these Restrictions to be effective must be recorded prior to the automatic extension date.

IN WITNESS WHEREOF, Robert C. Verbon and C. L. Wasmundt, being the sole partners of Innsbrook Woods Development Co., the owners of the subject premises, have caused this Declaration of Restrictions to be signed by them on this 27th day of December, 1973.

**SIGNED:** INNSBROOK WOODS DEVELOPMENT CO.

By: Robert C. Verbon, Partner
By: C. L. Wasmundt, Partner

Two witnesses.

Acknowledged December 27, 1973, in Lucas County, Ohio, by said Company, by said Officers, before a Notary Public, State of Ohio, (Seal).

Received for record January 10, 1974 and recorded in Volume 2784 of Deeds, page 87.