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

as to

OAK BROOK, a Subdivision in the
VILLAGE OF WHITEHOUSE
LUCAS COUNTY, OHIO

WHEREAS, the undersigned, Murray A. Wilcox and Betty J. Wilcox are the present owners of all the lots in the following subdivision:

OAK BROOK, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, the plat of said subdivision (hereinafter called the "Plat") being recorded on May 9th, 1972, in Volume 68, Page 28 of the Plat Records in the Office of the Recorder of Lucas County, Ohio; (said subdivision hereinafter called "Oak Brook", and,

WHEREAS, it is desirable and necessary that reasonable restrictions be proposed upon the manner of use, improvements to and enjoyment of Oak Brook by the undersigned and by all the future purchasers, owners, tenants, devisees, or occupants, of any lot located in Oak Brook in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of Oak Brook as an architecturally harmonious, artistic and desirable residential district.

NOW, THEREFORE, the undersigned in consideration of the benefits accruing to the undersigned and for the mutual benefit and protection of each and every person who shall hereafter become the owner of any interest in and to any lot or part thereof in Oak Brook do hereby declare that all the lots in Oak Brook shall be subject to the following restrictions which shall run with the land for the benefit of Murray A. Wilcox and Betty J. Wilcox and all subsequent owners of lots in the Plat, and shall be binding upon all of them.
The restrictions hereby adopted, shall be made a part of all conveyances of premises in the Plat, shall be and are as follows:

ARTICLE I

General Provisions and Definitions

1. The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

2. The word "dwelling" as used in this Declaration of Restrictions is intended to mean a building designed and intended for use as a residence for human occupancy.

3. The word "plot" as used in this Declaration of Restrictions is intended to mean any parcel of land on which, in accordance with the provisions hereof, the owner shall have the right to erect a single dwelling.

4. The word "yard" as used in this Declaration of Restrictions is intended to mean an open space at grade between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

5. The words "mobile home" as used in this Declaration of Restrictions are intended to mean any house car, house trailer, or similar mobile unit which may be used for dwelling or sleeping purposes.

6. Neither Murray A. Wilcox or Betty J. Wilcox shall be or become liable to any owners of any plot in the Plat or to any other person, for any act or thing done or omitted in good faith in the performance of any of the terms, covenants, agreements, provisions, restrictions, duties or obligations set forth in this instrument, it being expressly understood and agreed that Murray A. Wilcox or Betty J. Wilcox shall be liable only for their own gross negligence or willful misconduct.
7. 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.

8. In the event of a material change in the conditions or in circumstances from those existing at the time these restrictions are adopted which would cause the enforcement of these restrictions to become a hardship upon any of the owners of plots in said additions, or which would cause such restrictions to cease being beneficial to the owners of such plots, then Murray A. Wilcox and Betty J. Wilcox, their successors and assigns, after written notice given by mail to the owners of plots in the Plat, and after the written approval of the holders of record title to more than 50% of the total area in Oak Brook is given, the Architectural Control Committee may modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all plot owners.

ARTICLE II

Use of Land

1. Except as hereinafter provided, all the land in Oak Brook shall be used for residential purposes only and for no other purposes. No more than one residence shall be built upon any one plot.

2. Swimming pools installation and design must be approved by Murray A. Wilcox and Betty J. Wilcox and such pools must be enclosed by a 4 foot chain link fence.

3. There shall be expressly forbidden the erection or placing of any detached (from the dwelling) outbuildings or utility shed of any nature or kind on any plot in said subdivision.

4. Any structure or building erected or maintained upon any of said plots shall be a single residence building, used solely as a private residence for one family and its servants. Garages shall not be used for commercial or manufacturing purposes and shall not
be used as temporary residence quarters. No basement, trailer, mobile home, or tent shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any mobile home, residence or other structure of a temporary character be permitted on any lot, except that those structures approved by Murray A. Wilcox and Betty J. Wilcox as proper for the sale, construction and development of said plots are permitted.

5. All structures and buildings erected and maintained upon said lots and plots shall be constructed with new, adequate and generally accepted building materials, except that used brick may be utilized if the quality is good and approved by the Architectural Committee.

6. No structure or building, or part thereof (including porches, verandas, porte-cochere, or other projections from the building, other than unenclosed and unscreened porches) shall be erected or maintained upon any lot or plot nearer the front, side street, side plot lines or rear line, than as shown as building lines on the Plat, and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from the Architectural Committee, as hereinafter provided.

No fences excepting of chain link design shall be erected or maintained upon any lot or plot in excess of 4 feet in height or nearer the front line of such lot or plot than the rear of the dwelling, i.e., fencing permitted from the rear of the dwelling shall expressly not extend forward from the rear building line of the actual dwelling structure.

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

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No power mowers, power shears and similar equipment, shall be used by anyone on Sundays or Holidays from May 1, to October 1 of each year prior to 9:00 a.m. No truck, trailer, boat or any vehicle other than a passenger car shall be permitted or maintained on any lot unless such truck, trailer, boat or vehicle other than a passenger car shall be kept entirely within the confines of a garage permitted under these restrictions.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No dwelling shall be permitted on any lot at a cost of less than $25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that
which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for 2 bedroom or 1350 square feet for 3 bedroom structures.

ARTICLE III

Approval of Plans

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear wall of the dwelling unless similarly approved. Approval shall be as provided in paragraph 2, below, of this Article III.

2. The Architectural Control Committee is composed of Murray A. Wilcox, 1519 - 7th Street, Maumee, Ohio 43537, Betty J. Wilcox, 1519 - 75th Street, Maumee, Ohio 43537 and Lenora A. Winslow, 5909 Davis Road, Whitehouse, Ohio, 43571. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 75% of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes of the plot, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said "Oak Brook" Development.

4. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if, subsequent to receiving such approval, there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvement, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

Easements

"Oak Brook" Development reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires and conduits, including underground facilities, for electricity, water, gas, sewer and other utilities, conduits and facilities, on, over, below, across, or under all of the areas designated as "utility easement", "sewer easement" or with words of similar import on the Plat and along and upon all highways now existing or hereafter
established and abutting all the plots in said Oak Brook Development. Murray A. Wilcox and Betty J. Wilcox also reserve to themselves and their successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the plots in said Oak Brook from time to time to install and maintain such equipment, and to trim trees and shrubbery which may interfere with the successful and convenient installation, repair and operation of such equipment. No buildings or other structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "utility easement", "sewer easement" or with words of similar import upon the Plat. The terms "buildings or other structures" as used in the foregoing portions of this Article IV of this Declaration of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences.

No owner of any of the plots in Oak Brook has the right to reserve or grant any easements or rights-of-way upon or over any of the plots in the Plat without the written consent of Murray A. Wilcox and Betty J. Wilcox, their successors or assigns.

ARTICLE V

Duration of Restrictions

These restrictions as herein enumerated shall be deemed as covenants and not as conditions and shall run with the land and bind all lot and plot owners and their heirs, successors and assigns, and all land in said Oak Brook for a period of 30 years after the date of the recording of this Declaration of Restrictions as to Oak Brook, a Subdivision in the Village of Whitehouse, Lucas County, Ohio, with the Lucas County, Ohio, Recorder.
ARTICLE VI

Right to Enforce

1. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any owner of a plot in the aforesaid addition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions, in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many such violations or breaches may have occurred. The invalidity of any restrictions hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions, to, and/or reserved by Murray A. Wilcox and Betty J. Wilcox shall be assignable and shall inure to the benefit of the successors and assigns of Oak Brook.

IN TESTIMONY WHEREOF, Murray A. Wilcox and Betty J. Wilcox have hereunto set their hands this 7th day of May, 1973.

OAK BROOK

By: Murray A. Wilcox

By: Betty J. Wilcox

Two witnesses.

Acknowledged May 7th 1973 in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record May 8th 1973 at 4:10 P.M., and recorded in Volume 2671 of Mortgages, page 43.

November 21, 1995

OAKBROOK SUBDIVISION
WHITEHOUSE, OH

AMENDMENT TO RESTRICTIONS

Article I #5 - All changes to restrictions will require Committee majority affirmation and then two-thirds (2/3) affirmation by property owners.

Article II #1 - Storage sheds were approved in 1987 with stringent restrictions set forth.

Article II #4 - No modular homes were added to this section in 1991.

Article II #6 - In addition to chain link design fences, rail was allowed in 1975.

* Village restrictions must also be adhered to.

Witnesses: [Signatures]

Bernard S. Welnak, Jr.
Oakbrook Subdivision Association
6635 Oakbrook Dr.
Whitehouse, OH 43571

cc: Village of Whitehouse Subdivision File

Subscribed in my presence this 21st day of November 1995

JEAN L. FISHER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 19, 1999

Notary Public
November 21, 1995

Lucas County Recorders Office
Sue Rioux, County Recorder
One Government Center
Toledo, OH 43604

Dear Ms. Rioux,

On May 9, 1972 a plat was recorded for Oakbrook subdivision in Volume 68, page 28 of the plat records. On May 7, 1973 the builder, Murray A. and Betty J. Wilcox submitted a set of restrictions for said subdivision. Control of these restrictions was ultimately turned over to the property owners.

Since these restrictions were recorded, four amendments have been passed by the required two thirds majority. They are detailed in the attached amendment.

Enclosed is my personal check in the amount of fourteen dollars to cover the required filing fee. Prior amendments have been filed in the past, however, I am taking this action to assure myself that said amendments are now part of the original set of restrictions filed in 1973. In view of my moving from this subdivision, I am providing the following name to be the authorized contact person for the Oakbrook subdivision:

Mr. Robert Klimczak
6650 Oakbrook Dr.
Whitehouse, OH 43571
Ph. (419) 877-5731

Sincerely,

[Signature]
Bernard S. Welsiak, Jr.
Oakbrook Subdivision Association
6635 Oakbrook Dr.
Whitehouse, OH 43571

Enclosure: Attachment
Check

cc: Village of Whitehouse
Subdivision File

[Stamp] RECEIVED & RECORDED
DEC 15 1995 2:00pm

SUE RIoux
RECORDE, LUCAS COUNTY, OHIO
95 2701D07