VALLEYBROOK
ESTATES
2ND EXTENSION

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DECLARATION OF RESTRICTIONS

VALLEYBROOK ESTATES, SECOND EXTENSION
A SUBDIVISION IN ADAMS TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, the undersigned Corey Brothers Builders, a Co-partnership, consisting of Roger E. Corey and Esa E. Corey as the only partners, is the owner of all of the lots constituting Valleybrooke Estates, Second Extension, a Subdivision in Adams Township, Lucas County, Ohio, hereinafter referred to as Valleybrooke Estates, Second Extension; and

WHEREAS, it is necessary and desirable, and will be beneficial to the future of all of the lots above mentioned, to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said lots, which shall affect all of the lots and shall become binding upon all future and present owners of said lots and shall run with the land, all as more fully hereinafter stated;

NOW, THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Valleybrooke Estates, Second Extension, as an architecturally harmonious and desirable area and to continue, maintain and perpetuate said Valleybrooke Estates, Second Extension, in its entirety as originally planned for the maintenance of property values of buildings to be hereafter constructed therein, in consideration of the premises, the undersigned as Owner of all the lots in said Valleybrooke Estates, Second Extension, as now or hereafter constituted, for itself, its successors and assigns, for the regulation and protection of every person, their heirs, executors, administrators, legal representatives or assigns who now are, or shall be in the future be, the owners, occupants or tenants of any interest in and to any lot, lots, or part thereof, in the improvement, development, use, occupancy and enjoyment of said lots in
Valleybrook Estates, Second Extension, by the execution and recording of this Indenture of Restrictions, does hereby restrict the improvement, development, use, occupancy and enjoyment of all lots in said Valleybrook Estates, Second Extension, for the period, to the extent, and in the manner following, to-wit:

1. The undersigned hereby reserves for itself, its successors and assigns, the right to use and permit the use of the strips of land, some of which are five (5) feet in width and some of which are ten (10) feet in width, along the rear, or other portions, of each lot in Valleybrook Estates, Second Extension, as shown upon the plat thereof for the construction and maintenance of public or quasi-public utilities or functions.

2. Lots 58 through 72, inclusive, in Valleybrook Estates, Second Extension, shall be described and known as residential lots; and no structure shall be placed upon any such residential lot other than one single family dwelling and a private garage, which garage must be made an integral part of the main residence structure.

3. Said residential lots shall not be used or permitted to be used for any business purpose or purposes, and no noxious activities shall be carried on upon any part of said residential lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other property in Valleybrook Estates, Second Extension.

4. No building, structure or basement shall be erected, placed upon or altered on any lot in Valleybrook Estates, Second Extension, until the building plans and specifications and a lot plan showing the location of such building, structure or basement have been approved in writing by Corey Brothers Builders or by such other person, firm, corporation or committee as may be designated in writing by them. Such approval shall be with respect to the architectural design, size, quality and cost of such building, structure or basement and as to its location with respect to the topography and finished ground elevation. No porch shall be added or structural change shall be made unless approved in writing by Corey Brothers Builders, or by such other person, firm corporation or
committee as may be designated in writing by them. No building or any part thereof shall be erected closer to the lot line than is indicated by the building lines shown on the recorded plat of Valleybrook Estates, Second Extension, Adams Township, Lucas County, Ohio. However, this restriction shall not apply to nor include porches, verandas or awnings.

5. No ranch type residence or any similar one floor residence shall be erected upon any residential lot which residence has less than fourteen hundred (1400) square feet of floor space, exclusive of basement area, porch area and attached garage.

6. No split-level residence or any similar type residence shall be erected upon any residential lot which residence has less than fourteen hundred (1400) square feet of floor space, exclusive of basement area, porch area and attached garage.

7. No one and one-half story residence or other similar type residence shall be erected upon any residential lot which residence has less than one thousand (1000) square feet of floor area, exclusive of basement area, second floor area, porch area and attached garage.

8. No two-story residence or any similar type residence shall be erected upon any residential lot which residence has less than one thousand (1000) square feet of floor area, exclusive of basement area, second floor area, porch area and attached garage.

9. No residence having more than two stories shall be erected upon any residential lot in Valleybrook Estates, Second Extension.

10. No residence shall be erected which has less than 25% of the outside wall area covered with brick or stone, or brick or stone veneer.

11. No barn, stable or outbuilding of any kind or description nor any billboard, sign, or advertising device of any kind other than a "For Sale" sign shall be erected or permitted to remain upon any residential lot in Valleybrook Estates, Second Extension.
12. No tent, housecar, trailer or other similar housing device shall be erected or permitted to remain upon any residential lot in Valleybrook Estates, Second Extension, unless stored or housed within a garage building.

13. No liquor, whether spirituous, vinous or fermented, shall be sold or allowed to be sold upon any of said residential lots.

14. A minimum free space shall be uniformly maintained from each side line of each residential lot which shall be equivalent to 10% of the width of the residential lot.

15. No fence or wall of any kind shall be erected upon any lot without the written consent of Corey Brothers Builders or such other person, firm, corporation or committee as may be designated in writing by it.

16. No portion of the residential lots contained herein within the frontage and side area as designated by building lines shall be used for any purpose other than that of lawn. Provided, however, that this restriction shall not be construed to prohibit walks, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains or other similar ornamentations, but no vegetables or grain shall be grown thereon. No weeds, underbrush or unsightly objects of any kind shall be placed upon any part of said residential lots.

17. Lots numbers 73 through 79 inclusive in Valleybrook Estates, Second Extension, shall be described and known as commercial lots and all buildings and construction thereon, and use thereof, shall be in conformity with all zoning laws presently enacted or to be enacted by the duly constituted public authorities. Provided, however, that if said zoning laws should be amended or changed to permit any classification of industrial zoning, such amendment or change shall not apply to said lots without the written consent of Corey Brothers Builders or such other person, firm, corporation or committee as may be designated in writing by it; and if such amendment or change is not consented to, the restrictions as to use, building and construction shall remain the same as they were just prior to change or amendment. And provided further that in any event nothing contained herein shall operate to restrict or limit
the right of Corey Brothers Builders, or such other person, firm, corporation or committee as may be designated in writing by it, to inspect and approve all plans as provided in No. 4 above.

18. The undersigned hereby further reserves, for itself, its successors and assigns an easement over and through a strip of land 20 feet in width along the eastern boundary of Lots 73 to 79, inclusive, as a driveway and as access to and from Pickfair Drive, for the mutual use and benefit of the undersigned and of the future owners of Lots 73 to 79, inclusive, and all such future owners shall have the use and benefit of the easement reserved hereby. In the event that said easement is hereafter improved by paving, either at the expense of Corey Brothers Builders or at the expense of the adjoining owners, then said paving shall be thereafter maintained by the adjoining owners. All upkeep and maintenance of said pavement along lots 73 to 77, inclusive, shall be shared in and contributed to by the owners of said lots in proportion to that which the width of each of said lots bears to the total length of the easement through said lots; and all upkeep and maintenance of said pavement along Lots 78 and 79 shall be shared in and contributed to by the owners of said lots in proportion to that which the width of each of said lots bears to the total length of the easement through said lots.

19. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and all persons claiming under or through it until the first day of January, 1980, at which time said covenants and restrictions shall automatically be extended for successive periods of 10 years unless by the then owners of a majority of the lots in Valleybrook Estates, Second Extension, it is agreed to change said restrictions and covenants in whole or in part. Such changes shall be by instrument setting forth said changes and acknowledged and signed by at least the then owners of a majority of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, prior to the termination of such period or successive period mentioned herein and shall be effective and operate
to effect such changes from and after the termination of such period or successive period as follows the date of the filing thereof for record with the Recorder of Lucas County, Ohio, until and unless further changed as provided herein.

20. All transfers and conveyances of the lots herein mentioned shall be made subject to these covenants and restrictions.

21. In the event of the dissolution of Corey Brothers Builders without the designation of some other person, firm, corporation or committee to act in their place, then the functions of Corey Brothers Builders as set out herein, shall be taken over by a committee appointed by the then owners of a majority of the lots in Valleybrook Estates, Second Extension.

22. Invalidation of any of the restrictions and covenants herein by judgment or court order or by act of the owners as provided in the paragraph providing for a change in the restrictions shall in no wise affect any of the other restrictions and covenants contained herein, which other restrictions and covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Corey Brothers Builders, a Co-partnership, has caused its name, as Owner, to be affixed hereto by Roger E. Corey and Esa E. Corey, all of the partners doing business as Corey Brothers Builders, a Co-partnership, this 8th day of September, 1961.

Corey Brothers Builders, a Co-Partnership
By: Roger E. Corey
By: Esa E. Corey

Two witnesses.

Acknowledged September 8, 1961 by said Company, by said Partners before a Notary Public, Lucas County, Ohio, (seal).

Received for record September 11, 1961 and recorded in Volume 2021 of Mortgages, page 446.