

**Longbrooke Homeowners Association
Recorded Deed Restrictions**

BY: WOODLAWN ESTATES, INC.
ROBERT F. SCHMITT
PRESIDENT

DECLARATIONS OF RESTRICTIONS
RECORDED VOLUME 10976, PAGE 967
CUYAHOGA COUNTY RECORDS

DATED: November 6, 1963
RECORDED: NOVEMBER 14, 1963
AT 9:58 A.M.

SCL 9432912-4 thru 7

That, whereas Woodlawn Estates, Inc., is the owner of certain parcels of real estate known as a whole as Longbrooke subdivision, and more fully described as being the aggregate of the following described parcels: Same as in Schedule A and more land.

Whereas, Woodlawn Estates, Inc. is desirous of improving all or part of the said premises by causing the erection of certain dwelling houses and recreational facilities, and contemplates the conveyances of various Sublots within the said premises to individual purchasers thereof; and

Whereas, Woodlawn Estates, Inc. is desirous of placing certain restrictions and covenants upon the said premises which shall run with the land and shall be binding upon and accrue to the benefit of all purchasers of individual Sublots, their heirs, executors, administrators, successors, assigns and subsequent mortgagees.

Now therefore, for valuable consideration received, the receipt of which and the sufficiency of which is hereby acknowledged, Woodlawn Estates, Inc., for itself, its successors and assigns, in consideration of the premises and for the purpose of effecting the intention set out above, does hereby publish, declare, set forth, covenant and agree that the real property herein above set out and described should be subject, forever hereafter, to the following restrictions:

A. No Sublot, nor any other part of these premises, shall be used for other than residential purposes, excepting that portion of the real property which shall be set aside and granted to the Longbrooke Homeowners' Association for recreational purposes, and the said portion of real property to be used for such recreational purposes is expressly excepted from all provisions of this instrument which makes reference to the erection of buildings or structures thereupon, and excepting further, any portion of the said premises which shall be set aside and used for commercial purposes upon the approval of the local public zoning authority, and the approval of 75% of the owner's of all Sublot existent on these premises at the time such commercial venture is proposed.

B. No Sublot, having been conveyed by Woodlawn Estates, Inc., to an individual purchaser, shall be subdivided into smaller parcels unless such smaller parcels resultant from such resubdivision shall be joined to contiguous Sublots, thus increasing the size of the latter, but provided that no resubdivision shall result in a Sublot having an area smaller than that conveyed by the Woodlawn Estates, Inc. to the initial individual Purchaser.

C. No building or structure shall be erected or placed on any Sublot having a width of less than 60 feet at the building setback line, as shown on the recorded of the subdivision or determined by the public zoning authority, nor shall any building or structure be erected or placed on any Sublot having an area of less than 6500 square feet.

D. No building or substructure shall be erected or placed on any Sublot at a cost of less than \$14,000.00, excluding the cost of the land based upon cost levels prevailing as of the date this instrument is recorded. The living area of the main structure or building, exclusive of open porches or garages, shall not be less than 1200 square feet for a one story building or structure, not less than 1500 square feet for a building or structure of more than one story. The provisions of this item shall not extend to any buildings or structures erected for the purpose of condominium-type dwelling places by Woodlawn Estates, Inc., or its nominee, provided, however, that this exception shall not be effective for Woodlawn Estates, Inc., if there shall be a change of more than 50% of the stock ownership of the said corporation from that in which it is constituted as of the date of the recording of this instrument.

E. No building or substructure shall be erected or placed on any Sublot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by an architectural control committee designated by Woodlawn Estates, Inc., or its successors or assigns, as to quality of workmanship and materials, harmony of the external design with existing buildings and structures in the proposed locale, and location with respect to topography and finish grade elevation. The approval or disapproval of the said architectural control committee shall be in writing, provided, however, should he committee fall to approve or disapprove within thirty (30) days after the plans and specifications required have been formally submitted to it in writing, approval shall be deemed to have been given.

F. No structure or building of a temporary character, trailer, basement, garage, barn or other outbuilding shall be suffered to exist on any lot as either a temporary or permanent residence, provided, however, that temporary buildings or structures which are necessary for the improvement of these premises by the construction of dwelling houses thereupon may be erected or placed at any location upon said premises until such time as the last Sublot is conveyed from Woodlawn Estates, Inc., its successors or assigns, to an individual purchaser.

G. No beer, wine or liquor shall be sold on any of the Sublots, nor shall anything be done which shall become a nuisance or annoyance to the neighborhood.

H. No sign of any kind shall be displayed to the public view on any Sublot, or any other portion of these premises, excepting: (1) one sign not more than five (5) square feet advertising the premises for rent or sale. (2) One sign at about or near each of the entrances to the subdivision which shall be erected by the Longbrooke Homeowners' Association in the nature of a welcome to, or description of, the subdivision, and (3) various signs used by the developer of the premises to advertise the property for sale during the construction and sales periods, but not extending beyond the time of the conveyance of the last Sublot to an individual purchaser.

I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Sublot except for dogs, cats or other such usual or ordinary household pets, provided, however, that such dogs, cats, or pets are not raised, bred, or kept for any commercial purpose.

J. No Sublot shall be used for dumping rubbish, trash, garbage or other waste, nor shall any compost pile or other unsanitary area be suffered to exist. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition, and all containers for the storage and disposal of waste shall be kept in an area where they are not displayed to public view, excepting for those times at which such containers are placed in public view for the purpose of the collection or disposal of the same contents thereof.

K. No individual water supply system shall be permitted on any Sublot unless such system is located, constructed and equipped in accordance with the requirements and standards of the local public authority, and the approval of such systems when installed shall be obtained from the local public authority.

L. No individual sewage disposal system shall be permitted on any Sublot.

M. An easement to provide access for the installation and maintenance of utility services and/or drainage systems is reserved across, over and above the rear ten (10) feet of each Sublot, and across, over and above a five (5) foot wide strip along both side lines of each subplot and across, over and above the front ten (10) feet of each subplot. This easement shall run in favor of the local public authority whenever such authority finds the use of each easement necessary.

N. An easement to provide access for the installation and maintenance of storm and sanitary sewers is reserved across, over and above the rear ten (10) feet of Sublots nos. 250 inclusive, as shown by the recorded plat of the said Longbrooke subdivision.

O. In the event the local public authority will not bear the cost of street lighting, every owner of a Sublot in the Longbrooke Subdivision shall bear the cost of operation and continued maintenance of the street lighting pole and fixture in place upon such Sublot. In any event, all owners of Sublots shall maintain such street lighting pole and fixtures, shall keep them in good repair, and shall keep the street lighting fixture lit during the period of one-half hour before the official time of sunset and one-half hour after the official time of sunrise on each and every day of the year, forever.

P. No truck, trailer, house trailer, boat, or unlicensed automobile shall be placed, parked, or caused to rest in the general public view upon any Sublot for a period longer than three (3) consecutive days in any three month period, nor for a total of more than six (6) days individually in any three (3) month period, those of the developer of the premises only excepted.

Q. No grass, weeds, or other vegetation, other than decorative landscaping and garden plants shall be permitted to grow to a height greater than four (4) inches, it being the intention of this restriction to insure the continued mowing of all lawn areas within the subdivision by the owners of the Sublots thereof.

R. If necessary, the right is reserved to grant consents for the connection and installation of various wires and lines from front and rear poles, wherever required or necessary, by Woodlawn Estates, Inc.

S. Woodlawn Estates, Inc., shall grant Longbrooke Homeowners' Association on or before January 1, 1968 a certain parcel of real estate within these premises for the use as a recreational facility, the position and dimensions of the said parcel to be at the discretion of the said Woodlawn Estates, Inc. These recreational facilities shall be owned, operated and maintained by the Longbrooke Homeowners' Association, Inc., which shall be constituted, organized and operated under Articles and By-Laws of the Longbrooke Homeowners' Association, Inc., which are attached to this instrument and made a part of as if fully rewritten herein.

T. The foregoing restrictions, limitations, reservations, stipulations and agreements shall be deemed as covenants and not as conditions hereto, and shall run with the land, and shall bind all Grantees of title to the property above described, their heirs, executors, administrators, successors and assigns, for a period of thirty (30) years from the date of this instrument is recorded, after which time the said covenants shall automatically extended for successive periods of ten (10) years unless an instrument in writing signed by a majority of the then owners of Sublots in the said Sublots in the said Longbrooke Subdivision has been recorded, agreeing to change the foregoing covenants in whole or in part.

U. The provisions contained shall bind and insure to the benefit of, and be enforceable by the grantor and by the owner or owners of any Sublots, in the Longbrooke Subdivision, their heirs, successors, executors, administrators or assigns, and failure by the Grantor or any other person holding such rights to enforce the restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

V. Woodlawn Estates, Inc., shall have the right in itself or its nominee to waive any of the provisions of this instrument until December 31, 1967, where it determines that failure to waive these restrictions will work a hardship.

W. No building or structure shall be erected or placed upon any Sublot for residential purposes unless there shall be erected or placed upon the same Sublot garage, contemporaneously with the erection or placement of such residential dwelling.

X. Enforcement of the restrictions herein contained shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any provision hereof, either to restrain such violation or attempted violation or to recover damages.

Y. Invalidation of any one of the provisions of this instrument by the judgement of a court of record shall not affect any of the other provisions hereof which shall remain in full force and effect.

END RECORDED RESTRICTIONS

RE-TYPED AND REPRODUCED BY ARCHITECTURAL COMMITTEE JUNE 1988

RE-TYPED AND REPRODUCED BY LONGBROOKE HOMEOWNERS ASSOCIATION TRUSTEES NOVEMBER 2005