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

KNOW ALL MEN BY THESE PRESENTS that whereas BYRNE-HILL DEVELOPMENT CO. is the owner of all lots in Byrne-Hill Estates, Plat I, City of Toledo, Lucas County, Ohio, the same being described as lots 1 to 100 inclusive, and

WHEREAS, said BYRNE HILL DEVELOPMENT CO. for the mutual benefit and protection of itself and of future owners of said lots, desires to establish and carry out a general plan of development;

NOW, THEREFORE, in consideration of the premises, BYRNE-HILL DEVELOPMENT CO., for itself, its successors and assigns, hereby declares and agrees that the property hereinbefore described shall be, and is hereby held, and shall be conveyed, subject to the following conditions and restrictions;

(1) Lots numbers 1 to 100, all inclusive, shall be restricted to one-family dwellings and not to exceed a two-car garage or carport for private use. Detached garages shall conform architecturally to the residence.

(2) All dwellings erected on lots described in paragraph 1 above shall be one story, story and a half, split-level or two story and may include attached garages or carports not to exceed 24 feet in width. All dwellings on said lot shall have a minimum living area of not less than 1,000 square feet except dwellings with an attached garage may have a minimum living area of 900 square feet.

(3) BYRNE-HILL DEVELOPMENT CO. may subdivide or convey less than the whole of any lot, but no grantee or successor in title shall do so without first obtaining the written consent of BYRNE-HILL DEVELOPMENT CO.

(4) All buildings and the locations thereof shall comply with the building code and regulations of the City of Toledo and with the recorded plat. All or some buildings may be located behind setback lines shown on recorded plat if approved by the Architectural Control Committee.

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

(6) All lots in Byrne-Hill Estates, Plat I are developed for hook up to central propane gas. It is mandatory that propane gas is converted to natural gas as soon as it is available. Length of time to convert will be Columbia Gas of Ohio, Inc. requirements. Anyone not using the temporary propane gas or natural gas hook up will be required to pay a $300.00 one time fee.

(7) No dwelling, garage, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure 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 until the plans and specifications of said improve-
ment or change showing the nature, kind, shape, height, grade, materials, floor plans, driveway location, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon 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 no 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. Any and all tanks must be buried below ground level except temporary central propane tanks. Architectural Control Committee to set all house grades. All roofs to be of gable or hip type construction with minimum pitch of 3" in 12". Maximum ridge height for two story building to be 24 feet above first floor level. No first floor shall be more than 24" above average grade of adjoining property.

(8) Said Architectural Control Committee shall be composed of Fred C. Hall and George O. Joseph until such time as said Owner has conveyed to others 70 percent of the lots in said Addition, at which time said Committee shall be composed of three lot owners and Fred C. Hall and George O. Joseph. BYRNE-HILL DEVELOPMENT CO. shall have charge of and keep all records of said Committee. The lot owners to serve on said Committee shall be elected by a vote of the then record owners of a majority of said lots. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor in absence of action by the lot owners.

All Plans and Specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the office of BYRNE-HILL DEVELOPMENT CO., 2035 Woodville Road, Oregon, Ohio 43616. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

(9) No noxious or offensive trade or activity shall be carried on upon any residential lot or part thereof nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(10) No animal, fowl, or livestock of any kind shall be kept or harbored on any lot in said Addition. 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 occupiers of lots in the Addition.
(11) No trailer, basement, tent, shack, garage, barn or other outbuilding now on or hereafter erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwellings shall be occupied until the exterior thereof has been fully completed.

(12) No debris, garbage or rubbish shall be permitted on any of the lots in said Addition, except as may be stored in an approved container made for that purpose. No junk or inoperative vehicles shall be stored or parked on any lot outside of the buildings.

(13) All clotheslines shall be confined to the yard to the rear of the dwelling.

(14) No sod or earth shall be removed from any lot except to permit building foundations.

(15) No signs shall be permitted on any vacant residential lot without the approval of BYRNE-HILL DEVELOPMENT CO.

(16) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend above the finished grade at the back of said retaining wall. No fence within 5' of lot line shall exceed 4' in height.

(17) All the covenants, agreements, easements, reservations, restrictions contained herein are to run with the land and shall be binding on the undersigned and all persons claiming under it until October 1, 1988, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for effective periods of ten (10) years unless waived or modified in writing by the then owners of three-fourths of the lots in the Addition. Said modifications of the restrictions to be effective must be recorded in the Office of the Recorder of Lucas County prior to the expiration date.

(18) BYRNE-HILL DEVELOPMENT CO. 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 BYRNE-HILL DEVELOPMENT CO., and BYRNE-HILL DEVELOPMENT CO. shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of BYRNE-HILL DEVELOPMENT CO. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions 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 BYRNE-HILL DEVELOPMENT CO. shall at any and all times have the right to enforce the same.

(19) Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, said BYRNE-HILL DEVELOPERS CO. sets its hand by Fred C. Hall, Inc., partner, and Joseph Brothers Realty, Inc., partner this 2nd day of


Signed and Acknowledged in the Presence Of:

Fred C. Hall.

Mary Lou Wilde

Joseph Brothers Realty, Inc.

George O. Joseph, President

Before me a Notary Public personally appeared Fred C. Hall, President of Fred C. Hall, Inc. and George O. Joseph, President of Joseph Brothers Realty, Inc. partners of the said BYRNE-HILL DEVELOPMENT CO. who acknowledge that they did sign said instrument as partners of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 2nd day of October, 1978.

Mary Lou Wilde, Notary Public

Received for record October 3rd, 1978 at 9:10 A.M. in Mortgage Record 78-1202B12, Lucas County, Ohio Records.