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DECLARATION OF RESTRICTIONS
FOR FLAT I IN BYRNE WAY, A
SUBDIVISION IN ADAMS TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, the undersigned ELMHURST LAND CO., and R. G. DUNBAR, INC.,
both Ohio corporations, are the owners of all of the lots constituting Flat I
of Byrne Way, a Subdivision in Adams Township, Lucas County, Ohio; 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 properties,
which shall affect all of the properties and shall become binding upon all pre-
sent and future owners of said properties 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 Byrne Way Sub-
division Flat I as an architecturally harmonious and desirable residential dis-
trict, and to continue, maintain and perpetuate said Byrne Way Subdivision Flat I
in its entirety as originally planned for the maintenance of property values of
residences to be hereafter constructed therein, in consideration of the premises,
the undersigned, as owners of all the lots in said Byrne Way Subdivision Flat I,
as now or hereafter constituted, for themselves, their successors and assigns,
for the regulation and protection of every person, their heirs, executors, admin-
istrators, legal representatives and/or assigns who now is, or shall in the future
be, the owner, occupant or tenant of any interest in and to any lot, lots or part
thereof, in the improvement, development, use, occupancy and enjoyment of said
property, in Byrne Way Subdivision Flat I; by the execution and recording of this
indenture of restrictions, does hereby restrict the improvement, development, use,
occupancy and enjoyment of all property in said Byrne Way Subdivision, Flat I, in
Adams Township, Lucas County, Ohio, and being the real estate above described,
for the period, to the extent, and in the manner following, to-wit:

(a) These restrictions shall become effective upon the recording of this
indenture with the Recorder of Lucas County, Ohio.

(b) The restrictions hereinafter set forth shall run with the land
and shall be binding upon each and every person who now is or shall
hereafter become the owner of any interest in and to the within
described property or any part thereof until January 1, 1982, at
which time said restrictions herein contained or any portion thereof
may be extended and/or amended for a further ten (10) year period
and for successive ten (10) year periods thereafter upon the written
approval or written agreement of two-thirds (2/3) of the lot owners
in Byrne Way Subdivision, Flat I.
(c) No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a structure designed for a one-family dwelling, except on Lots Nos. 1, 2, 37 and 38 of Plat I, which may contain multi-family dwellings not exceeding two stories in height, subject to the provisions of Paragraph (i) hereof. Each lot may also contain a private garage or car-port.

(d) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback line as shown on the recorded plat wherein such lot is situated, nor nearer than five (5) feet to any side lot line, except for a garage or other permitted accessory building which shall be located at least fifty-five (55) feet or more from the minimum building setback line.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area of said dwelling, exclusive of one-story open porches and garages and car-ports, shall be not less than 600 square feet for a one-story dwelling, nor less than 525 square feet for a dwelling of more than one story.

(f) Except a dwelling erected upon a lot as delineated by the record plat, the ownership of which lot is in one owner at the time of the erection of said dwelling, no dwelling shall be erected or placed on any lot having an area of less than 6000 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used or occupied as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatever.

(h) There shall not be erected, permitted or maintained on any lot any stable, cattle yard, hog pen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, pigeons, sheep, goats, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(i) To assure a harmonious plan of development which will invite to the benefit of every property owner in said tract, no building, dwelling or other structure shall be erected, moved or maintained upon any lot unless as erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such building, dwelling or other structure, which shall be submitted to Elmhurst Land Co., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance. Unless such plans and specifications or any part thereof shall have been disapproved in writing within thirty (30) days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after Elmhurst Land Co., has conveyed 100% of the lots in Byrne Way Subdivision Plat I; said committee to be selected by the owners of a majority of said lots in said subdivision. Said committee shall consist of three members, each of whom shall be the owners in fee simple of property in one of the plats herein referred to. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the pleasure of the authority by which they are elected, and vacancies occurring on said committee shall be filled by selection of new members in the same manner as provided for selection of the committee. The said Elmhurst Land Co., may, by designation in writing, assign its rights herein in this Paragraph (i) contained to a corporation, person, partnership or committee.

(j) No fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building setback line of any lot, nor shall any fence or wall be erected on any lot without prior written approval being obtained in the manner provided in Paragraph (i) hereof.
(k) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(1) A perpetual easement is reserved to the undersigned, their successors and assigns, over the rear five (5) feet of each lot and across other spaces designated on the recorded plat as an easement right-of-way for utility installation, removal, repairs and maintenance. The said Elmhurst Land Co., its successors or assigns designated in writing, shall have the right in such spaces herein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

(m) If any lot owner or tenant thereof, or any other occupant of any lot in said Subdivision, shall violate or threaten or attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said Subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violation.

(n) If any restriction hereinabove set forth should be held invalid, unenforceable, or otherwise inoperative in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, ELMHURST LAND CO., an Ohio corporation, has heretounto caused its corporate name and seal to be affixed and this Declaration of Restrictions to be executed by R. G. Dunbar, its President and S. S. Levin, its Secretary; and R. G. DUNBAR, INC., an Ohio corporation, has heretounto caused its corporate name and seal to be affixed and this Declaration of Restrictions to be executed by R. G. Dunbar, its President and Dora R. Dunbar, its Secretary, all of said officers being duly authorized in the premises this 10th day of April, 1957.


Two witnesses.

Acknowledged 1/10/57 by said companies, by said officers before a Notary Public, Lucas County, Ohio. Seal.

Received for record 1/10/57 at 10:47 A.M. & recorded in 1839 of Mortgages page 108.
AMENDMENT OF DECLARATION OF RESTRICTIONS APPLICABLE TO LOTS IN BYRNEMAY, PLAT ONE, A SUBDIVISION IN ADAMS TOWNSHIP, LUCAS COUNTY, OHIO.

Whereas, on the 10th day of April, 1957 Elmhurst Land Company and R. G. Dunbar, Inc.; both Ohio Corporations and being the then owners of all of the lots constituting Plat one of Byrnemay, a subdivision in Adams Township, Lucas County, Ohio, did cause to be recorded in Volume 1839, Page 108, Lucas County Mortgage Records a certain Declaration of Restrictions and,

Whereas, said Elmhurst Land Company and R. G. Dunbar, Inc. have conveyed certain of said lots to Reynolds Construction Company, an Ohio Corporation, Robert H. Knox and Mary B. Knox, husband and wife; John T. Bruch and Ida Mae Bruch, husband and wife; Walter M. Norris and Mary Lou Norris, husband and wife; Zachrich Bros., Inc., an Ohio Corporation; Clifford C. Loss, Inc., an Ohio Corporation; Rodor, Inc., an Ohio Corporation; and, Parkview Development Company, an Ohio Corporation, and,

Whereas, the above named, being the owners of all of said Byrnemay, Plat One, are of the opinion that paragraph (d) does not contain provisions which are for the best interests for the present and future owners of property in said Byrnemay, Plat One, be it therefore agreed by and between the undersigned and in consideration of mutual promises and covenants, that the following paragraph (d) of said restrictions be and the same hereby is deleted from said Declaration of Restrictions for Byrnemay, Plat One and is hereby declared to be of no further validity and effect.

(d) No building (including porch thereto attached) shall be erected on any lot nearer to the front lot line than the setback line as shown on the recorded plat wherein such lot is situated, nor nearer than five (5) feet to any side lot line, except for a garage or other permitted accessory building which shall be located at least fifty-five (55) feet or more from the minimum building setback line.

In place and in lieu of said paragraph (d) referred to and quoted, said Declaration of Restrictions shall contain the following amended paragraph (d):

(d) No building (including porch thereto attached) shall be erected or maintained on any part of a plot nearer to the front lot line than the setback line as shown on the recorded plat wherein such plot is situated, nor nearer than five feet to any side of every plot, built upon except for a garage or other permitted accessory building, which shall be located at least 55 ft. or more from the minimum building set back line. For the purposes of this Declaration of Restrictions, a plot is defined as that parcel of land on which a dwelling is constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith, and may therefore include parts or all of two or more of the lots delineated on the recorded plat.
Save and accept for the amendment and alteration specifically provided for herein, said original Declaration of Restrictions applicable to lots in said Byrneway, Plat One, recorded in Volume 1878, of the Lucas County Mortgage Records at page 377, shall remain in all other respects in full force and effect.
AMENDMENT OF DECLARATION OF RESTRICTIONS APPLICABLE TO
LOTS IN BYRNWAY, PLAT ONE, A SUBDIVISION IN ADAMS TOWNSHIP,
LUCAS COUNTY, OHIO.

Whereas, on the 11th day of April, 1957 Elmhurst Land Company and
R. G. Dunbar, Inc., both Ohio Corporations and being the then owners of all of
the lots constituting Plat one of Byrnway, a subdivision in Adams Township,
Lucas County, Ohio, did cause to be recorded in Volume 1339, Page 108, Lucas
County Mortgage Records a certain Declaration of Restrictions and,

Whereas, said Elmhurst Land Company and R. G. Dunbar, Inc. have con-
veyed certain of said lots to Reynolds Construction Company, an Ohio Corporation,
Robert H. Knox and Mary B. Knox, husband and wife; John T. Bruch and Ida Mae
Bruch, husband and wife; Walter M. Norris and Mary Lou Norris, husband and wife;
Zachrich Bros., Inc., an Ohio Corporation; Clifford C. Loss, Inc., an Ohio Cor-
poration; Rodor, Inc., an Ohio Corporation; and, Parkview Development Company,
an Ohio Corporation, and,

Whereas, the above named, being the owners of all of said Byrnway,
Plat One, are of the opinion that paragraph (d) does not contain provisions which
are for the best interests for the present and future owners of property in said
Byrnway, Plat One, be it therefore agreed by and between the undersigned and in
consideration of mutual promises and covenants, that the following paragraph (d)
of said restrictions be and the same hereby is deleted from said Declaration of
Restrictions for Byrnway, Plat One and is hereby declared to be of no further
validity and effect.

(d) No building (including porch thereto attached) shall
be erected on any lot nearer to the front lot line
than the setback line as shown on the recorded plat
wherein such lot is situated, nor nearer than five
(5) feet to any side lot line, except for a garage
or other permitted accessory building which shall be
located at least fifty-five (55) feet or more from
the minimum building setback line.

In place and in lieu of said paragraph (d) referred to and quoted,
said Declaration of Restrictions shall contain the following amended paragraph (d):

(d) No building (including porch thereto attached) shall
be erected or maintained on any part of a plot nearer
to the front lot line than the setback line as shown
on the recorded plat wherein such plot is situated,
nor nearer than five feet to any side of every plot
built upon except for a garage or other permitted ac-
cessory building, which shall be located at least 55 ft.
or more from the minimum building setback line. For
the purposes of this Declaration of Restrictions, a
plot is defined as that parcel of land on which a dwell-
ing is constructed and/or maintained together with the
land adjacent thereto and used in conjunction therewith,
and may therefore include parts or all of two or more of
the lots delineated on the recorded plat.
Save and accept for the amendment and alteration specifically provided for herein, said original Declaration of Restrictions applicable to lots in said Byrneway, First One, recorded in Volume 1839, of the Lucas County Mortgage Records at page 108, shall remain in all other respects in full force and effect.

Signed by Elmhurst Land Co., by R. G. Dunbar, President.
Two witnesses.

Acknowledged March 18, 1958 by said Company, by said Officer, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 28, 1958 and recorded in Volume 1881 of Mortgages, page 122.