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DECLARATION OF RESTRICTIONS

WHEREAS, First National Bank of Toledo, Trustee (Developer) is the owner of the following described real estate:

Lots A, B, C and D in Byrnyock Plat A, a Subdivision in Nenclowa Township, Lucas County, Ohio;

and

WHEREAS, Developer desires to establish a general plan for the development of said Byrnyock Plat A which will be for its own benefit and the benefit of all future owners or occupants of all or any part of said premises;

NOW, THEREFORE, the Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the Restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare and stipulate that said lots shall be conveyed by it subject to the following restrictions and conditions which shall run with the land and be incorporated by reference in all deeds conveying interests in Byrnyock Plat A:

1. LAND USE AND BUILDING TYPE. No lot shall be used other than for residential apartment purposes. Such apartment buildings may include attached garages or detached garages which conform architecturally to the apartment building but any detached garages shall not be placed between the apartment building and any property line which abuts upon the adjoining golf course. The minimum cost of any apartment building, based on 1965 building costs, and exclusive of land cost, shall be $18,500 for each one bedroom unit, $21,500 for each two bedroom unit and $23,000 for each additional bedroom.
2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building set back lines as shown on the recorded plat. All or some buildings may be located behind such set back lines shown on recorded plat if the Architectural Control Committee hereinafter designated deems it desirable. No building shall be located nearer to the rear lot line than shall be determined by such Architectural Control Committee. No building shall be located nearer than 20 feet to any side lot line; provided that, for each foot of building height over 35 feet up to 45 feet, such side yard requirement shall be increased by an additional two feet on each side and for each foot of building height over 45 feet, such side yard requirement shall be increased by an additional foot on each side.

3. ARCHITECTURAL CONTROL. No apartment building, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure or facility 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 which affects the exterior appearance thereof until the plans and specifications therefor, showing, to the extent applicable, the nature, kind, shape, height, grade, materials, floor plans, garage location and style, parking facilities, landscaping, driveway location, color scheme, architectural style, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon, showing topographical data and surface drainage, 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 so 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 and
from the golf course at the side or rear, as to which harmonious and pleasing elevations are to be provided. Any and all tanks must be buried below ground level. The Architectural Control Committee shall set all building grades and all maximum heights.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Calvin E. Smith and Harvey P. Jones. Byrnwyck Associates, a partnership, shall have charge of and keep all records of said Committee. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. If at any time a committee fails to exist by reason of the death and/or resignation of both committee members without the appointment of a successor or successors a new committee may be elected by the owners of a majority of the lots in Byrnwyck Plat A, effective upon the filing for record of a written instrument signed by such owners designating such committee members.

All plans and specifications required to be approved or disapproved by these covenants, shall be submitted to the Committee at the residence address of any member in Lucas County, Ohio. The Committee shall approve or disapprove said plans and specifications in writing within 30 days from date of their submission.

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

6. NUISANCES. No animal, fowl, or livestock of any kind shall be kept or harbored on any lot. The keeping within any apartment unit 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 occupants of other residences in Byrnwyck.

7. MISCELLANEOUS RESTRICTIONS.

(a) No structure of a temporary character, trailer, basement,
tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence.

(b) All landscaping shown on the plans approved by the Architectural Control Committee will be completed within 60 days of the first occupancy of any building if such occupancy occurs prior to September 15 of any year and, if not, it shall be completed by June 15 of the following year.

(c) No office, whether commercial or professional, shall be installed, maintained or operated in any building in said Subdivision.

(d) Each lot owner is required to install one or more illuminated postite in front of each building, the design, number and location to be set by the Architectural Control Committee.

(e) No boats, trucks, or trailers shall be stored or parked in the streets, yards or driveways in this Subdivision.

(f) No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in approved containers made for that purpose to be buried or kept in garage or basement. Any unnecessary debris left on any lot during or after the construction of a building thereon may be removed by Developer and the owner of such lot shall be liable to Developer for the cost of such removal.

(g) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except on portable laundry dryers at locations specifically approved by the Architectural Control Committee and no laundry shall be hung for drying on Sundays or other legal holidays.

(h) No sign of any character shall be erected, posted or displayed upon or about any lot in said Subdivision without the written permission of the Architectural Control Committee.
(i) Developer 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 Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained 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 Developer shall at any and all times have the right to enforce the same.

(j) No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

(k) In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any improvements covered thereby, any such variance shall be deemed a violation of these restrictions.

8. **RIGHT TO MODIFY.** The Architectural Control Committee may, with the consent of the owners of record of two-thirds (2/3) of the lots in the Subdivision, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said plat.

9. **DURATION AND RENEWAL.** All the covenants, agreements, easements, reservations, and restrictions contained herein shall be in force
until January 1, 1991, after which time said covenants, agreements, easements, reservations and restrictions shall be automatically extended for successive periods of 10 years, unless terminated or modified in writing by the then owners of 80% of the lots in the subdivision. Said termination or modification of these restrictions to be effective must be recorded prior to the automatic extension date.

IN WITNESS WHEREOF, First National Bank of Toledo, Trustee, has caused this Declaration to be signed by its duly authorized officers, all on the day and year first above written.

This instrument prepared by
FIRST NATIONAL BANK OF TOLEDO,
TRUSTEE

[Signature]
A. E. Anderson, Vice President

[Signature]
E. L. Whitmer, Assistant Secretary

Witness

[Signature]
Witness

STATE OF OHIO } SS:
COUNTY OF LUCAS

Before me, a notary public in and for said County, personally appeared A. E. Anderson, Vice President and E. L. Whitmer, Assistant Secretary, of said First National Bank of Toledo, the corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as such Vice President and Assistant Secretary in behalf of said corporation; that said instrument is their free act and deed individually and as such officers and the free and corporate act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 22nd day of April, 1968.

[Signature]
Notary Public

RECEIVED and RECORDED at __ P.M.
APR 10 1968
Recorded in Volume 224 of Mortgage Notes.