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BYRNWYCK - PLATS 1, 2 and 3

DECLARATION OF RESTRICTIONS

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

Lots numbers one (1) to forty-two (42) in Byrnwyck Plats 1, 2 and 3, Subdivisions in Monclova and Springfield Townships, Lucas County, Ohio;

and

WHEREAS, Developer desires to establish a general plan for the development of said Byrnwyck 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 Byrnwyck Plats 1, 2, and 3;

1. LAND USE AND BUILDING TYPE. No lot shall be used other than for residential purposes (except as to those areas designated as golf course easement areas) and only one dwelling house for occupancy by a single family may be erected on any lot. Such single family dwelling houses shall be restricted to 1 story, 1 1/2 story and 2 story buildings and shall include a two or three car attached garage for private use only, which garage shall conform architecturally to the dwelling house. The minimum cost of any dwelling house, based on 1965 building costs, shall be $32,000 exclusive of land cost.
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. The Architectural Control Committee may refuse to permit a two story building to be erected on a lot adjacent to a previously approved one story building and vice versa.

3. **ARCHITECTURAL CONTROL.** No dwelling house, 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, 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 house grades. All roofs shall be of gable or hip type construction with minimum pitch of 3' in 12". The maximum ridge height for a two story building shall be 28 feet above the first floor level. All garage doors shall be located on the sides of the buildings so as not to face the street.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Paul M. Evans 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 Plats 1, 2 and 3, 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 Toledo, Ohio. The Committee shall approve or disapprove said Plans and Specifications in writing within 30 days from date of their submission.

5. BASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. An easement for golf course purposes is also
reserved over the area designated as "Golf Course Basement Area" on Plats 2 and 3 as more fully set forth on the plats.

6. **NUISANCES.** 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 occupants of lots in the Subdivision.

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

   (c) Each lot owner is required to install an illuminated post light in front of each home, design and location to be set by Architectural Control Committee.

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

   (e) No debris, garbage or rubbish shall be permitted on any of the lots in said Subdivision, except as may be stored in an approved container 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 dwelling house thereon may be removed by Developer and the owner of such lot shall be liable to Developer for the cost of such removal.

   (f) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises except in the rear yards on portable laundry dryers and no laundry shall be hung at any time on lots backing upon the golf course. No laundry shall be hung for drying on Sundays or other legal holidays.
(g) 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.

(h) Developer reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitation, 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.

(i) 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.

(j) In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto 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 2/3 of the lots
in any plat of Byrnywick, 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.

Duly executed by First National Bank of Toledo, Trustee, by Jerome F. Kapp, Vice President, and James A. Foote, Assistant Secretary.

Received for record August 26, 1966 and recorded in Volume 2192 of Mortgages, page 456.

By Instrument dated January 23, 1975, received for record February 18, 1975 and recorded in Volume 3003 of Mortgages, page 100, John Browning and Calvin E. Smith resigned as members of the Architectural Control Committee for Byrnywick Plats 1, 2, 3 and 4 and appointed Sam A. Tisci and Janet M. Tisci to said positions.