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BYRNWYCK - PLAT 4

DECLARATION OF RESTRICTIONS

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

Lots numbers forty-three (43) to one hundred one (101), inclusive, in Byrnwycck Plat 4, a Subdivision in Monclova and Springfield Townships, Lucas County, Ohio;

and

WHEREAS, Developer desires to establish a general plan for the development of said Byrnwycck Plat 4 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 Byrnwycck Plat 4:

1. LAND USE AND BUILDING TYPE.
   (a) Lots numbers forty-three (43) to seventy-six (76), inclusive, and seventy-eight (78) to ninety-nine (99), inclusive, shall be used only for private residential purposes and only one dwelling house for occupancy by a single family may be erected on any such 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.

(b) Lots numbers seventy-seven (77), one hundred (100) and one hundred one (101) shall be used only 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 $3,000 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 12 feet to any side lot lines; provided that, with respect to apartment buildings, the minimum side yard requirement will be 20 feet and for each foot of building height over 35 up to 45 feet, such 20-foot side yard requirement shall be increased by an additional one and one half 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. The Architectural Control Committee may refuse to permit a two story residence to be erected on a lot adjacent to a previously approved one story residence and vice versa.

3. ARCHITECTURAL CONTROL. No dwelling house, 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. All dwelling roofs shall be of gable or hip type construction with minimum pitch of 3" in 12". The maximum ridge height for a two story residence shall be 28 feet above the first floor level. The Architectural Control Committee shall set all building grades and all maximum heights for apartment buildings.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Calvin E. Smith and Harvey P. Jones. Byrnywyck 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 Byrnywck Plat 4, 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 dwelling house or 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 Byrnywck.

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 single family dwelling lot owner is required to install one, and each apartment building lot owner is required to install one or more, illuminated post lites in front of the building, the design, number (in the case of apartment buildings) 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 single family dwelling lots in the Subdivision, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any single family dwelling lot in said Subdivision. The Architectural Control Committee may also, with the consent of the owners of record of two-thirds (2/3) of the apartment building lots in the Subdivision, annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any apartment building lot in said Subdivision.

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.

(Signed) First National Bank of Toledo, Trustee
By A. E. Anderson, Vice President
J. A. Foote, Assistant Secretary.

Two witnesses.

Acknowledged May 15, 1968 in Lucas County by said First National Bank of Toledo, Trustee, by said Officers, by authority of its Board of Directors, before a Notary Public, State of Ohio, (Seal).

Received for record June 14, 1968 at 3:50 P.M., and recorded in Volume 2251 of Mortgages, page 562.

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 Byrwnych Plats 1, 2, 3 and 4 and appointed Sam A. Tisci and Janet M. Tisci to said positions.
AMENDMENT TO THE DECLARATION OF RESTRICTIONS
OF BYRNWYCK PLAT FOUR
IN MONCLOVA TOWNSHIP, LUCAS COUNTY, OHIO

WHEREAS, the Declaration of Restrictions of Byrnwyck Plat Four in Monclova Township, Lucas County, Ohio, dated May 15, 1968, was filed for record June 14, 1968, at 3:50 p.m., and recorded in Volume 2251 of Mortgages, page 562, and

WHEREAS, the owners of the aforesaid lots, all of which are designated multiple-unit residential, desire to clarify that the use of the word "apartment" in the restrictions should not be limited to rental units but may also include condominium units, whether originally designated as such in accordance with Chapter 5311 of the Ohio Revised Code, or existing units which may be converted to such form of ownership, and

WHEREAS, paragraph 8 of said Declaration provides that the Architectural Control Committee may with the consent of the owners of record of two-thirds of the multiple-family residential lots in the subdivision change or modify the covenants, reservations and restrictions,

NOW, THEREFORE, the Architectural Control Committee, by and with the consent of the owners of Lots 77 and 101 of Byrnwyck Plat Four, being two-thirds of the multiple-family residential lots, in accordance with paragraph 8, hereby adopt the following amendments:

1. Subparagraph (B) of paragraph 1 entitled "Land Use and Building Type" shall be amended, so that as amended it shall read as follows:

"(B) Lots numbers seventy-seven (77), one hundred (100) and one hundred one (101) shall be used only for multiple-unit residential purposes, which units may be owned in accordance with Ohio Revised Code Chapter 5311 providing for condominium ownership. Whenever the word "apartment" or "apartments" is used in these Restrictions, it shall include condominium units which may be either rented or sold. Such apartment or condominium buildings may include attached garages or detached garages which conform architecturally to the apartment or condominium buildings but any detached garages shall not be placed between the apartment or condominium buildings and any property line which abuts upon the adjoining golf course. The minimum cost of any apartment or condominium buildings 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 $3,000 for each additional bedroom."
a notary public in and for said county and state, personally appeared the Architectural Control Committee by John E. Browning and Calvin E. Smith, who acknowledged that they did sign the foregoing instrument on behalf of said Committee, and that the same is their free act and deed and the free act and deed of said Committee.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Notary Seal]

STATE OF OHIO

COUNTY OF LUCAS

Be it remembered, that on the 30th day of May, 1974, before me, a notary public in and for said county and state, personally appeared the above-named Byrnywick II, an Ohio limited partnership, by The Byrnywick II Corporation, an Ohio corporation, sole general partner, by Harlan E. Reichle, President, and Thomas D. Smith, Secretary, said partners being duly authorized in the premises, who acknowledged that they, as said officers of said The Byrnywick II Corporation, sole general partner, did sign the foregoing instrument on behalf of said corporation, and by authority of its Board of Directors, and that the same is their free act and deed of said corporation, the free act and deed of them as such officers, and the free act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Notary Seal]

STATE OF OHIO

COUNTY OF LUCAS

Be it remembered, that on the 30th day of May, 1974, before me, a notary public in and for said county and state, personally appeared William McDole and Eleanor D. McDole, husband and wife, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Notary Seal]

STATE OF OHIO

COUNTY OF LUCAS
2. Subparagraph (3) of paragraph 7 entitled "Miscellaneous Restrictions" shall be amended, so that as amended it shall read as follows:

"(3) No grantee or successor in title shall subdivide or convey less than the whole of any lot; provided, however, that a grantee or successor shall not be prohibited from establishing the entire lot and all buildings, facilities and appurtenances located on such lot in condominium ownership under the condominium law of the State of Ohio."

Except as otherwise specifically amended herein, the Architectural Control Committee and the owners of the aforesaid lots do ratify, approve and confirm all of the other provisions of the Declaration of Restrictions as originally recorded.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Restrictions to be signed on the date set below each name.

Witnesses:  

ARCHITECTURAL CONTROL COMMITTEE

By [Signature]

Date: May 30, 1974

BYRNWYCK II, an Ohio limited partnership

By The Byrnwyck II Corporation

By [Signature]

Date: 5-30-74

Owner Lot 77, acquired title Volume 
Page Lucas County Deed Records

By [Signature]

Date: 5-24-74

Owner Lot 101, acquired title Volume 
Page Lucas County Deed Records

STATES OF OHIO

COUNTY OF LUCAS

Be it remembered, that on the [ ] day of [ ], 1974, before me,