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DECLARATION OF RESTRICTIONS

for

GLEN ARBOR, PLAT IV.

PART A. PREAMBLE

WHEREAS, ST. LAWRENCE DEVELOPMENT CORP., an Ohio Corporation, hereinafter referred to as the owner, owns in fee simple, a subdivision known as GLEN ARBOR, PLAT FOUR (4), described as follows, to-wit:

Lots numbered 85 to 115 inclusive, and lots lettered "A" and "B" in GLEN ARBOR, PLAT FOUR, a Subdivision in the City of Toledo, Lucas County, Ohio, and recorded in Volume 59 Record of Plats, page 12, on the Records of the Recorder of Lucas County, Ohio.

WHEREAS, the said owner desires to make known the restrictions, conditions, covenants, and agreements subject to which all of the said property hereinafter described, is now owned by it, and subject to which the lots aforesaid are to be conveyed by it.

NOW, THEREFORE, the restrictions hereinafter contained are here by adopted pursuant to a general plan for the better and uniform improvement and development of GLEN ARBOR, PLAT FOUR and for the benefit and protection of all persons who may hereafter become owners of lots therein. In consideration of the mutual execution hereof and the enhancement of value of said property, and due and ample protection in the uses and occupancies thereof for the purpose for which it is designed, the said owner hereby declares that said real estate is held by it, and shall be conveyed by it, subject to all the restrictions, conditions, covenants, and agreements hereinafter set forth.

PART B. AREA OF APPLICATION

B-1. Lot A and Lot B are dedicated to public use as soon as Heathfield Road and Greenglen Road, respectively, are extended.

B-2. The owner reserves for itself and its successors and assigns, the right to use and permit the use of a strip of land 5 feet in width
along the rear of each lot, and a strip of land 5 feet in width along the side of each of several lots, as designated on the Plat of CLEN ARBOR, PLAT FOUR, hereinafter referred to, for the construction and maintenance of public or quasi-public utilities or functions.

B-3. The residential area covenants in Part C in their entirety shall apply to Lots numbered 85 to 115, inclusive.

PART C: RESIDENTIAL COVENANTS.

C-1. Land Use and Building Type. Said lots 85 to 115, inclusive, shall be used only for residential purposes and for no other purposes. No more than one residence shall be built upon any one lot. No building shall be erected, altered, placed or permitted except one single family dwelling and an attached garage.

C-2. No building, fence, sign, wall, or other structure shall be erected, placed, altered, or maintained on any lot until the plans and specifications and a plan showing the location of the structure have been approved by the Hugh J. Bartley Company, or its successors or assigns, as to kind, shape, workmanship, material, design, color scheme, and location with respect to position, topography, and grade elevation; the approval of the Hugh J. Bartley Company, its successors or assigns, shall be endorsed upon said plans and specifications in writing and such approval or disapproval shall be within the sole and absolute discretion of the Hugh J. Bartley Company, its successors and assigns.

C-3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as shown on the recorded plat, however, unenclosed and unscreened porches may extend no more than seven feet beyond said minimum building set back lines. No building shall be located nearer than ten feet to an interior side lot line.
PART D: GENERAL PROVISIONS

D-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, after which time said covenants shall be automatically extended for successive periods of ten years and unless and except an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

D-2. All of said covenants shall be construed together, however, if any one of these covenants, or part thereof, shall be held invalid or unenforceable, all other provisions shall remain in full force and effect.

PART E. ATTEST.

In consideration whereof, ST. LAWRENCE DEVELOPMENT CORP. does hereby declare and establish the foregoing restrictions and covenants and execute the same at Toledo, Ohio, this 26 day of April, 1961.

IN WITNESS WHEREOF, ST. LAWRENCE DEVELOPMENT CORP. has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President, Emery K. Bridge, and its Secretary, Walden H. Schultz, this 25 day of April, 1961.

Signed by St. Lawrence Development Corp., by Emery K. Bridge, President, Walden H. Schultz, Secretary.

Two witnesses.

Acknowledged April 26, 1961 by said Corporation, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record April 27, 1961 at 10:54 A.M., and recorded in Volume 2007 of Mortgages, page 421.