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DECLARATION OF RESTRICTIONS
for
GLEN ARBOR, PLAT V

PART A: PREAMBLE

WHEREAS, HUGH J. BARTLEY, GLADYS B. BARTLEY and HERBERT W. ADLER, hereinafter referred to as the owners, own in fee simple, a subdivision known as GLEN ARBOR, PLAT FIVE (5), described as follows, to wit:

Lots numbered one hundred sixteen (116) to one hundred thirty-six (136) inclusive, and lot lettered "A", in GLEN ARBOR, PLAT FIVE (5), a Subdivision in the City of Toledo, Lucas County, Ohio, and recorded in Volume 60 Record of Plats, page 9, on the Records of the Recorder of Lucas County, Ohio.

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

NOW, THEREFORE, the restrictions hereinafter contained are hereby adopted pursuant to a general plan for the better and uniform improvement and development of GLEN ARBOR, PLAT FIVE (5), 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 owners hereby declare that said real estate is held by them, and shall be conveyed by them, subject to all the restrictions, conditions, covenants, and agreements hereinafter set forth.

PART B: AREA OF APPLICATION

B-1. Lot A is dedicated to public use as soon as Belvedere Drive is extended.

B-2. The owners reserve for themselves and their successors and assigns, the right to use and permit the use of a strip of land five (5) feet in width along the rear of each lot, and a strip of land five (5) feet in width along the side of each of several lots, as designated on the PLAT of GLEN ARBOR, PLAT FIVE (5), 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 one hundred sixteen (116) to one hundred thirty-six (136) inclusive.

PART C: RESIDENTIAL COVENANTS

C-1. Land Use and Building Type. Said lots one hundred sixteen (116) to one hundred thirty-six (136) 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 setback lines as shown on the recorded plat; however, unenclosed and unscreened porches may extend no more than seven (7) feet beyond said minimum building setback lines. No building shall be located nearer than ten (10) 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, 1998, after which time said covenants shall be automatically extended for successive periods of ten (10) 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, HUGH J. BARTLEY, GLADYS B. BARTLEY and HERBERT W. ADLER do hereby declare and establish the foregoing restrictions and covenants and execute the same
at Toledo, Ohio this 1st day of February, 1963.

    IN WITNESS WHEREOF, HUGH J. BARTLEY, GLADYS B. BARTLEY and HERBERT W. ADLER
have hereunto set their hands this 1st day of February, 1963.

    Signed by Hugh J. Bartley, Gladys B. Bartley and Herbert W. Adler.

    Two witnesses.

    Acknowledged February 1, 1963 before a Notary Public, Lucas County, Ohio (Seal).

    Received for record February 14, 1963 at 4:17 P.M., and recorded in Volume 2069 of Mortgages, page 294.