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DECLARATION OF RESTRICTIONS

WHEREAS, GLENBYRNE CO., a Corporation organized and existing under the Laws of the State of Ohio, is the owner of all property described hereon and,

WHEREAS, said owner and the B.A.G COMPANY, Mortgagee, desire to make known the restrictions, conditions, covenants and agreements subject to which all of the said property heretofore described, is now owned by it and subject to which the lots aforesaid are to be conveyed by it.

NOW, THEREFORE, we hereby adopt this subdivision into lots as shown, together with the easements, set back line, and rights of way, as shown thereon. The restrictions hereinafter set forth are adopted pursuant to a general plan for the uniform improvement and development of Glen Byrne Center for the benefit and protection of all persons who may hereafter become owners of lots therein, and to provide for the architectural harmony of the buildings to be located thereon. In consideration of the enhancement of the value of said property, said owner hereby declares that said real estate is held by it and shall be conveyed by it subject to the restrictions, covenants, conditions and agreements hereinafter set forth, which restrictions, covenants, conditions and agreements shall be for the use and benefit of anyone relying thereon.

1. All of said lots shall be used for commercial purposes only with the exception of 1 to 10, both inclusive, which shall be used for single family residential purposes only. Said commercial lots shall be used only for purposes ordinarily associated with a shopping center.

2. No building, fence, wall, sign, other structure, walk, driveway or parking area shall be erected, installed or maintained on said lots numbers 1 to 22, both inclusive, unless erected, installed or maintained in accordance with plans and specifications, showing nature, kind, shape, type, material, color scheme and location of such improvements, which shall be submitted to a committee of 3 appointed by Glen Byrne Co., and approved by a majority of said committee endorsed thereon in writing. No sign shall be erected upon said premises except at the entrances to said center and these signs shall be only for the purpose of identifying the shopping center. All signs on buildings or attached marquees must be limited to identification of the business and not the product, subject to the approval of the committee as hereinafter required.

3. No building or any part thereof shall be erected or maintained closer to any street than the building line as marked and designated herein. No area designated as a building area on said Plat shall be used for driveways or parking except during the process of construction.

4. The owners of Lots 11 to 22, both inclusive, their lessees, tenants, clients, customers and guests, shall have the right and privilege to use the driveways, service areas and parking spaces as now located thereon on said Lots 11 to 22, for their respective intended uses and such uses shall be reciprocal. The owner of each of said Lots 11 to 22, both inclusive, shall furnish the lighting for the parking area on his lot in accordance with a uniform plan to be established by Glen Byrne Co.
5. An Association is hereby created to be known as Glenbyrne Center Association, consisting of all the owners of Lots 11 to 22, both inclusive, in Glenbyrne Center. Any owner may designate his tenant or lessee to represent him in said Association, but the owner shall be liable for the observance of the restrictions herein contained.

a. Said Association shall have the right, legal duty and authority to supervise the landscaping and planting and the maintenance of the parking areas, planting, lighting and sewage disposal plant on said Lots 11 to 22, both inclusive, including cleaning and snow removal, marking of parking spaces, regulation of traffic and the posting of traffic and parking signs. To accomplish these purposes the Association shall have the right to assess each of said lots for its pro-rated share of the cost of providing said services, based upon the square foot area of each lot benefited and said assessment shall be a lien on each lot so assessed until paid.

6. The aforesaid restrictions shall be in full force and effect until the 1st day of January, 2010, and will be automatically extended thereafter unless modified or amended by a majority of the owners at that time.