BURLEIGH
PLACE

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Deed dated September 20, 1954, received for record September 27, 1954 and recorded in Volume 1552 of Deeds, page 248, contains the following:

Subject to the following restrictions:

1) Said premises shall be used exclusively for residence purposes. No building or structures or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the plans, specifications and details of said buildings and structures shall have been approved in writing by the grantor or his duly appointed agent, but if said approval or rejection is not received by the grantee within 30 days of the submission of the plans, specifications and details, the grantee may proceed without approval, provided, however that under no circumstances shall any dwelling house have less than a minimum ground area of 575 square feet if it is a one and one-half story house and of 670 square feet if a one story house.

2) No part of any dwelling house, exclusive of steps, open porches and terraces shall be erected, placed or suffered to remain on said premises within 30 feet of the front line of the lot, nor within 5 feet of any side line of said premises.

3) No stable, cattle yard or hog pen shall be erected, located or permitted to remain on said premises, nor shall any noxious, dangerous or offensive thing be permitted or maintained.

4) No trailer, basement, tent, shack, garage, barn or other outbuildings located on said premises at any time shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

5) A perpetual easement is reserved over the rear 5 feet of said premises for utility installation and maintenance.

6) The above covenants and restrictions shall run with the
land and shall be binding on each and every person who shall hereafter become the owner of any interest in said premises until January 1, 1978.

7) Any violations or attempt to violate any of the foregoing covenants or restrictions shall be unlawful. The grantor or any other interested party may prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any of the foregoing covenants or restrictions to prevent or enjoin him.

8) A failure to enforce any of said covenants or restrictions shall in no event be construed or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach or violations thereof.
STIPULATION OF ADJOINING PROPERTY OWNERS OF MEADOW WOOD PLACE, A SUBDIVISION IN ADAMS TOWNSHIP, LUCAS COUNTY, OHIO.

WHEREAS, The Toledo Veterans Homes Cooperative, Inc., an Ohio Corporation, not for profit, is improving certain real estate in Lucas County, Ohio, known as Meadow Wood Place, a Subdivision in Adams Township, Lucas County, Ohio, the undersigned, all adjacent property owners of said subdivision as hereinabove mentioned, and in consideration of the Toledo Veterans Homes Cooperative, Inc., improving same, which will enhance and make more valuable by reason of such improvement all adjacent lands, do for themselves, their heirs, executors, administrators and assigns agree to the following stipulations:

1. All properties may or may not be continued for its present use as is, as the owner sees fit.

2. The following covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from April 1, 1948.

   If the parties hereto and any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein or those approved and accepted prior hereto, it shall be lawful for any other person or persons owning any real property situate in said development or adjacent thereto, to prosecute and proceed at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violations.

   Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

a. No structure shall be erected, altered, placed or
permitted to remain on any residential building plot other than one
detached single dwelling, not to exceed two and one-half stories in
height and a private garage for not more than two cars.

b. No noxious or offensive trade activity shall be
carried on upon any lot or shall anything be done thereon which may
be or become an annoyance or nuisance to the neighborhood.

c. No trailer, basement, tent, shack, garage, barn or
other outbuilding erected in this area shall be at any time used as
a residence, temporary or permanent, nor shall any structure of
a temporary nature be used as a residence.

d. The ground floor area of the main structure, exclusive of
one-story, open porches and garages, shall not be less than 670 square
feet in the case of a one-story structure, nor less than 575 square
feet in the case of one and one-half, two or two and one-half story
structure.

Signed by Burleigh H. Gifford, as owner of the premises
in question (and other property) and other owners of other lots in
Burleigh Place and Garden Land.

Two witnesses,

Acknowledged August 28, 1948 by Burleigh H. Gifford and
others before a Notary Public, Lucas County, Ohio (Seal).

Received for record October 4, 1948 at 9:19 A.M., and
recorded in Volume 1403 of Mortgages, page 59.