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RESTRICTIONS FOR REPLAT OF LOTS IN BURNLEY WOOD

ARTICLE I

USE OF LAND

Each of said lots shall be used and occupied solely and exclusively for Private residential purposes by a single family, including their family servants and no other than one single family, private residence purposes building, hereinafter, for convenience, called "dwelling" shall be erected, reconstructed, placed or suffered to remain on each lot.

No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless nor until the size and location thereof be limited to not more than that which is adequate for more than three passenger automobiles and no garage not conforming therewith shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises having less than 1500 square feet of floor space exclusive of basements, attics, garages, stairways, utility rooms and porches, or having a cost and fair value of less than $25,000.00, exclusive of land, and other improvements thereof or thereon, as determined by the 1952 United States Department of Labor Cost Index, it being the intention and purpose to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which could be produced in 1952 at the minimum cost stated herein or the minimum permitted dwelling size.
No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises having an elevation of less than 19 feet above grade level or having a flat roof over the main portion of the structure, or having less than 2 bedrooms.

No portion of the within described premises near to Townley Road and the building set-back line or lines shown upon the replat of said subdivision, shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees and shrubbery, the growing of flowers or ornamental plants for the purpose of beautifying said premises; after construction of a dwelling on any lot no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

No fence, wall or enclosure of any kind or for any purpose shall be erected, placed or suffered to remain upon said premises nor shall a hedge be erected, placed or suffered to remain upon said premises unless and until the written consent of the committee shall have been first obtained therefore, and subject to the terms and conditions of said consent as to its type, height, width, upkeep and any general conditions pertaining thereto, including the duration of such consent, that said consent may name. No hedge shall be erected, placed or suffered to remain upon the premises near to Townley Road and the building set-back line or lines shown upon the replat of said subdivision.

No portion of the within described premises shall be used for any purpose not permitted by A. Residential Zoning use Classification of the Zoning Code of the City of Toledo in effect on June 1, 1952, and no nuisance of any character shall be erected, constructed, suffered, permitted, committed, maintained, used or operated on any portion of such premises.
Easements for the installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded replat.

ARTICLE II

SET-BACKS

No dwelling nor any addition thereto nor any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any part of said premises closer to Townley Road than is specified by the set-back line or lines shown upon the replat as recorded. Shrubbery and plantings on the front or Townley Road side of such premises shall be set back at least 6 feet from the dedicated street line of Townley Road.

ARTICLE III

OPEN SPACE BETWEEN BUILDINGS

No part of any dwelling except as hereinafter provided shall be placed nearer than 10 feet to the side line of a lot. St.ps, uncovered porches and terraces, no part of which is more than 3 feet above grade level may be built and maintained on any part of such restricted areas, but not nearer than 5 feet to the side line of each lot.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

A. Membership:

The Architectural Control Committee shall be composed of R. James Schmitt, Fred A. Smith and Theodore Markwood. A majority of said committee may designate a representative to act for it. In the event of death or resignation or incapacity of any member of the committee, the owner or owners of a majority of the lots in the replat shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services pursuant to this covenant.

B. Procedure:

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its
designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, then the same shall be deemed to have been approved.

ARTICLE V

APPROVAL OF PLANS

No dwelling, walk, driveway or other structure, planting or grading or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or the work to be done and the grading plan of the lot, including the grade elevations of said dwelling, and the plat plan showing the proposed location of said dwelling upon said premises shall have been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship and materials and conformance to these restrictions and a copy thereof as finally approved lodged permanently with the Architectural Control Committee. Such committee is to have the right to refuse to approve any such plans or specifications or grading plans which do not conform to these restrictions or which are not suitable or desirable in the opinion of said committee for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of 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 such structure, as planned, on the outlook from the adjacent or neighboring property. No dwelling, walk, driveway, grading or planting shall be erected, reconstructed, placed or suffered to remain upon said premises otherwise than strictly in accordance with the plans and specifications
so approved in writing by the Architectural Control Committee.

ARTICLE VI

RIGHT TO ENFORCE

The provisions herein contained shall run with and bind the land and shall be binding on all parties and all persons claiming under any grantee hereof and shall inure to the benefit of and be enforceable by R. James Schmitt or the owner of any land in replat of lots in Burnley Wood or the owner of any land in Burnley Wood who has or may hereafter become party to a certain agreement between the owners of lots in Burnley Wood, which said agreement was originally dated 14th day of November 1952, and the respective legal representatives, heirs, successors and assigns of said parties, to and including December 31st 1969, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument, signed by a majority of the then owners of the lots in Burnley Wood, has been recorded agreeing to change said covenant in whole or in part; and the failure by the grantor or any land owner, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant, condition or restriction, either to restrain such violation or to recover damages therefore, and the grantor or the lot owner bringing such proceedings shall be entitled to be paid for and may recover from the owner of the land on which such violation is threatened or has occurred, the costs and expenses, including attorneys fees, incurred or expended as a result of such violation or threatened violation. Invalidation of any one or more of these covenants, conditions or restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
Signed by R. James Schmitt and Suzanne P. Schmitt.
Received for record January 8th 1953 at 1:57 P.M., and
recorded in Volume 1600 of Mortgages, page 550.