This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
SCHEDULE B - Section 2 (continued)

BURSON ACRES SUB-DIVISION

1. All lots in this addition shall be used for residential purposes only, and shall be known and described as residential lots and no structures shall be placed or permitted to remain on any residential lot other than one single family dwelling not to exceed one and one-half stories high, with a private garage.

2. The body of said dwelling or garage shall not be nearer than 55 feet to the lot line on the front side of the lots. The body of said dwelling or private garage shall not be nearer than 10 feet to side lines of said lot.

3. Easements are reserved over rear of 5 to 8 feet of all lots for the purpose of utility installations and maintenance. No demands shall exist in favor of owner of the lots for compensation for easement.

4. No residential lot in the tract shall be sub-divided.

5. No building, sign, or appliance for commercial purposes shall be erected on any lot.

6. No fence or hedge row of height greater than 4 feet shall be erected or grown on front and side of any lot.

7. No building shall be erected, attended or moved on to any lot other than one of all new modern construction, which together with design, type of construction, and location, meet with approval of a committee of three persons. Said committee to consist of the then owner or owners of the major portion of the entire tract and two other persons appointed by him or them, until such time as 50% of the lots in the tract have been sold, after which time the committee members shall be elected by a majority of the owners of the lots in said tract. In case of the death, resignation, incapacity, inability or unwillingness of any member or members of said committee to act, the remaining member or members shall have the authority to fill said vacancy. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and locations within 30 days
after the plans have been submitted to it, such approval will not be required. Said committee or their authorized representative shall act and serve without compensation.

8. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the addition nor any structure of a temporary character or substantially incompletely may be used as a residence temporarily or permanently. No building shall be outwardly covered with wood, asphalt or asbestos shingles.

9. No noxious or offensive trade or activity including the sale of alcoholic beverages shall be carried on upon any lot or in any residence, whether the lot is owned or rented, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners or residents in the tract. No poultry or livestock shall be kept on the lots;

10. The ground floor area of the main structure of any dwelling, exclusive of one story open porches and garages shall not be less than twelve hundred square feet, in the case of a one story structure and not less than 1000 square feet in case of a one and one-half story structure.

11. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1975, at which time covenants shall be automatically extended for successive periods of 10 years 'each, unless by a written agreement of 75% of the lot owners it is agreed to change the covenants in whole or in part.

12. If the parties hereto, or any of them or their heirs, or assignors, shall violate or attempt to violate, or suffer to be violated any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in the development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate or suffering to violate any such covenant and either to prevent him or them from so doing or to recover damages or dues for such violation.
13. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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