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DECLARATION OF RESTRICTIONS FOR
LOTS IN GREEN MEADOWS, A SUBDIVISION
IN THE CITY OF TOLEDO, LUCAS COUNTY, OHIO

THIS DECLARATION, made and entered into by RICHARD T.
BURKE and BETTY J. BURKE, husband and wife, this 6th day of July,
1970.

WITNESSETH:

WHEREAS, Richard T. Burke and Betty J. Burke, husband and
wife, are the owners of the following described real estate, situated
in the City of Toledo, Lucas County, Ohio, viz:

Lots numbers One (1) to Twenty-five (25)
inclusive in Green Meadows, a Subdivision
in the City of Toledo, Lucas County, Ohio.

WHEREAS, Richard T. Burke and Betty J. Burke, husband and
wife, as owners de desire to establish a general plan for the
development of Green Meadows, and which will be for their benefit
and the benefit of all future owners of occupants of all or any
part of said premises, of any lot, lots or part thereof, located
and situated in Green Meadows, and in order to perpetuate such
Subdivision as an architecturally harmonious, and desirable dis-

NOW, THEREFORE, Richard T. Burke and Betty J. Burke, in
consideration of further enhancement in value of said property
and of the benefits accruing to the future owners of said lots,
and for the mutual benefit and protection of each present and
future owner of any interest in and to any lot or part thereof in
Green Meadows, and by reason of the adoption of the Restrictions
hereinafter set forth, do for themselves, and their heirs and
assigns, hereby declare and stipulate that said lots shall be con-
voyed subject to the Restrictions hereinafter declared and that the
same shall run with the land:

ARTICLE ONE

Section 1 - Duration of Restrictions. These covenants
and restrictions shall bind and run with the land and shall be
binding upon said owner and all persons claiming under or through
it, said owner and/or mortgagees, until twenty-five (25) years
from the date hereof, at which time said covenants and restrictions
shall be automatically extended for successive periods of ten (10)
years unless by the then owners of a majority of the lots in Green
Meadows it is agreed to change same restrictions and covenants in
whole or in part. Such changes shall be by instrument setting forth
said changes and acknowledged by at least the then owners of a
majority of said lots, which instrument shall be recorded in the
Office of the Recorder of Lucas County, Ohio, previous to the
termination of the successive periods mentioned herein and shall
be effective and operative to effect such change from and after
the termination of such successive period as follows the date of
the filing thereof for record with the Recorder of Lucas County, Ohio.
Section 2 - Plan Approval. No dwelling, swimming pool, fence, hedge, wall or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefore, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwelling shall have been approved in writing by Richard T. Burke and Betty J. Burke, or their heirs or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Richard T. Burke and Betty J. Burke, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon the said premises.

Section 3 - Residential Use. Lots One (1) through twenty-five (25) shall be used and occupied solely and exclusively for private residence purposes by a single-family only, and shall include a two or three car attached garage for private use only, and said garage shall conform architecturally to the dwelling house.

Section 4 - Building Location on Lot. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback line or lines shown upon the plat of said Subdivision or nearer to any side line or rear line than shall be determined by Richard T. Burke and Betty J. Burke in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling house shall be placed from the front, side, and rear lines of said premises, shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Green Meadows, but only with the written consent of Richard T. Burke and Betty J. Burke. On Lots numbers fourteen (14), fifteen (15), sixteen (16), seventeen (17) and eighteen (18), Richard T. Burke and Betty J. Burke shall determine the building setback line based on the shape of the lot itself and the shape of said dwelling so as to maintain a harmonious effect on these cul de sac lots.

Section 5 - Garages and Driveways. 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, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Richard T. Burke and Betty J. Burke, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Richard T. Burke and Betty J. Burke, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, in the case of a single family dwelling, 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. The location of any and all driveways shall be and remain as now established upon said premises, or, if not so established, shall be determined by Richard T. Burke and Betty J. Burke in writing at the time of the approval of the plans and specifications for said dwelling.

Section 6 - Architectural Control Committee. The Architectural Control Committee shall at all times be composed of three (3) members appointed by the developer, Richard T. Burke, Inc., who shall be empowered to change members of the Committee and fill vacancies on said Committee. The original members of said Committee shall be Richard T. Burke, Betty J. Burke and Raymond L. Helvey. Until such time as said lot owners shall become members of said Committee, the approval in writing of any two (2) members of said Committee, or three (3) as originally constituted, shall be sufficient for the approval of plans and specifications which may come within the purview of said Committee. At such time as shall all dwelling units be completed on all lots, numbers One (1) through Twenty-one (21), then the first three purchasers of lots in the Subdivision, and still living in said Subdivision, shall automatically become members of the Architectural Control Committee; the members shall replace the then existing members of said Committee, and shall execute all duties normally performed and specifically outlined in these restrictions. The senior member of said Committee, as determined by reason of his earliest lot purchase date, shall be empowered to fill vacancies as they occur and act as chairman of said Committee.

Section 7 - Lot Use. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said Subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains or similar ornaments for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon and the construction or planting of a fence of any kind. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon and failing in which Richard T. Burke or Betty J. Burke may cause same to be cut or removed at expense of said lot owner. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain upon said lots, unless and until the written consent of Richard T. Burke and Betty J. Burke and/or Architectural Control Committee shall have been first obtained therefore, which consent may specify in writing the type, height, width, color, upkeep and any general conditions pertaining thereto. Any fence to be installed on any lot in said Green Meadows shall have prior approval in writing. Fences from the setback line along the side lot line to the rear of the premises shall not be over four (4) feet high and along the rear line of said premises shall not be over four (4) feet in height.

Section 8 - Utility Easements. Richard T. Burke and Betty J. Burke reserve to themselves, their heirs and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Green Meadows designed as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances;
and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Green Meadows, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 9 - Noxious Uses. No spirituous, venous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, nor any industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonable disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Richard T. Burke and Betty J. Burke first having been obtained.

Section 10 - Nuisances. No animals, rabbits, or poultry of any kind, character, or species of fowl or livestock, shall be kept or maintained upon any part of any lot or tract. Richard T. Burke and Betty J. Burke and the Architectural Control Committee reserve the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Green Meadows. The keeping within any dwelling house of one (1) domestic dog or cat is hereby permitted, so long as such dog or cat does not become a nuisance to the owners or occupiers of lots in said Subdivision.

Section 11 - Grades. Richard T. Burke and Betty J. Burke reserve the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon so that the same may conform to a general plan.

Section 12 - Laundry Facilities. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.

Section 13 - Temporary Structures and Storage. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot in this Subdivision as a residence. No boats, buses, trucks, vacation trailers, camping trailers or house trailers, etc., shall be stored or parked in the yards (front, side or rear) or on the driveways of any of said lots in said Subdivision.

Section 14 - New Construction. No existing building may be brought from another location and moved upon any lot in said Subdivision for any purpose whatever, including remodeling, it being the intent of these restrictions that all construction in said
Green Meadows shall be new and not remodeled construction, with the exception of the original farmhouse located at 4025 Glendale Avenue, Toledo, Ohio.

Section 15 - Debris and Rubbish. No debris, garbage or rubbish shall be permitted to be stored on any lot in said Subdivision except such as may be stored in a garage, basement, or underground containers.

Section 16 - Enforcement. Richard T. Burke and Betty J. Burke reserve and are hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Richard T. Burke and Betty J. Burke, and Richard T. Burke and Betty J. Burke shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Richard T. Burke and Betty J. Burke to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Richard T. Burke and Betty J. Burke shall at any and all times have the right to enforce the same.

Section 17 - Conveyance. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Richard T. Burke and Betty J. Burke.

Section 18 - Modification. In connection with the provisions herein contained and with special reference to the Architectural Control and Plan Approval Committee, its duties and functions, it is hereby provided that if, in the opinion of the developers, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said Sections would work a hardship, Richard T. Burke, Inc., developer, may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property. The Architectural Control Committee in addition to the foregoing, may annul, waive, change or modify any of the covenants, reservations and restrictions herein contained as to any lot in said Subdivision, which will not, if such action be taken, materially injure or damage any lot in said Subdivision. This provision shall not be construed or interpreted to authorize any change from the declared intentions and sense of these restrictions of keeping and maintaining this Subdivision as a highly restricted and desirable residential Subdivision for single family residences only.

Section 19 - Violation. In all instances where plans and specifications are required to be submitted to and are approved by Richard T. Burke and Betty J. Burke, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.
ARTICLE TWO

Section 1. Each grantee of Richard T. Burke and Betty J. Burke, their heirs or assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Richard T. Burke and Betty J. Burke, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant of provision herein contained shall give Richard T. Burke and Betty J. Burke, their heirs or assigns, or the Association, the rights (a) to enter upon the land upon which or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Richard T. Burke and Betty J. Burke, their heirs or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

IN WITNESS WHEREOF, RICHARD T. BURKE and BETTY J. BURKE, husband and wife, as owners, have hereunto set their hands this 6th day of July, 1970.

Richard T. Burke
Betty J. Burke

Two witnesses.

Acknowledged July 6, 1970 by Richard T. Burke and Betty J. Burke, husband and wife, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record July 7, 1970 and recorded in Volume 2321 of Mortgages, page 763.