BOYDMARS SUBDIVISION

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.
Deed dated September 20, 1929, recorded in Volume 792 of Deeds, page 186, conveying said lot number 43, contains the following recitals:—

Subject to the following covenants, agreements, assignments, restrictions, provisions, conditions and charges:

(a) When and as soon as three-fourths in number of all lots shown on the plat of Boydmar have been sold by the Grantor, either by actual conveyance, land contract or otherwise, the Grantor may file with the proper county, township or municipal authorities, for and on behalf of all persons who have purchased or agreed to purchase lots in Boydmar, such petitions or other necessary instruments for the paving and lighting of the streets, construction of sidewalks, installation of sanitary sewer system, storm drains, water and gas mains or said grantor may proceed and install the same, charging the cost of same to the respective lot owners in proportion to the benefits received; and for that purpose the Grantee hereby irrevocably appoints the Grantor his attorney in fact to act for him and in his stead in the signing and execution of any and all petitions and other instruments as in the sole and unqualified judgment of the Grantor, may be necessary to effect such improvements.

The cost of all the above mentioned improvements shall be assessed against the lots in Boydmar by the proper authorities according to benefits, and the portion of the cost thereof assessed against the premises herein agreed to be sold shall be paid by the Grantee as same may be levied.
(b) The Grantor hereby expressly reserves an easement and right of way upon and over the front 5 feet, the rear 5 feet and 3 feet on each side of the premises hereby sold for the construction, erection and maintenance of poles, wires, conduits, and the necessary and proper attachments in connection therewith for the transmission of electricity and for telephones and other purposes, and for the construction, and maintenance of storm drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat and for any public utility, and the grantor shall have the right to enter and to permit others to enter upon said reserved strips of land for any purpose in anywise connected with the purposes for which said easements and rights of way are reserved.

(c) The premises hereby agreed to be sold, shall be used for private residence purposes only for a period of 15 years.

(d) No dwelling or any building used for living purposes shall be built on said land of less than 5 rooms, and shall be on solid foundations, and shall have shingle, asbestos shingle, tile or slate roof.

(e) No dwelling or residence shall be erected, constructed or maintained on lots numbers 1 to 18, both inclusive, lots 79 to 97, both inclusive, lots 99 to 108, both inclusive and lots 164 to 185, both inclusive, costing less than $3000.00; and on lots 19 to 33, both inclusive, lots 64 to 78, both inclusive, lots 109 to 123, both inclusive and lots 149 to 163, both inclusive, costing less than $2500.00; and on lots 34 to 48, both inclusive, lots 49 to 63, both inclusive, lots 124 to 148, both inclusive, costing less than $2000.00.
(r) All frame dwellings shall be of standard lap siding painted twice or stained shingles.

(s) Any shed, outhouse or other building shall be painted twice, and have shingle, asbestos shingle or slate roof, and no tin, metal, rubberoid, paper, canvas or any other sheeting shall be left exposed.

(t) The main front foundation wall of any residence, garage or any other structure erected or maintained on said premises shall be set back from the front or side lines on all lots in said addition, as shown by the building line on the recorded plat of said premises.