CHEVY MANOR

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.
(A) A deed dated May 23, 1938 received for record May 26, 1938 at 9:31 A. M., and recorded in Volume 963 of Deeds, page 327, conveying said premises, contains the following recitals:

This deed is made and accepted upon the following express conditions, provisions and covenants:

1. All of said lots shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a one or two or three car garage.

2. All lots fronting on Byrne Avenue are restricted to commercial use for retail merchandising, and no business shall be conducted thereon until it has been approved in writing by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of the Security-Home Trust Company and Dr. I. A. Eppstein.

3. No building shall be erected on any residential building plot nearer than 20 feet to, nor farther than 40 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

4. No residential lot shall be resubdivided into building plots having less than 3200 square feet of area, or a width of less than 40 feet each, nor shall any building be erected on any residential building plot having an area of less than 3200 square feet or a frontage of less than 40 feet.

5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. No structure shall be moved on to any lot unless it has had the approval of S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of the Security Home Trust Company, and Dr. I. A. Eppstein, and it must in all events conform to and be in harmony with existing structures in said subdivision.

9. No building shall be erected on any lot unless the design and location thereof have been approved in writing by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of the Security Home Trust Company, and Dr. I. A. Eppstein, and no dwelling costing less than $4,000.00 shall be permitted on any lot in the subdivision, and the ground floor square foot area thereof shall not be less than 700 square feet for a one story structure and not less than 570 square feet for a two story structure.

10. A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

11. The aforesaid restrictions, covenants, agreements and reservations are not to be deemed as conditions but as covenants running with the land and shall be binding on all the parties and all persons claiming under them until January 1st, 1975, and shall continue in force automatically thereafter until changed by two-thirds of the owners of lots in Chevy Manor Subdivision.

12. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him
or them from so doing or to recover damages or other dues for such violation.

13. Invalidation of any one 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.

(B) A deed dated October 24, 1938, received for record October 25, 1938 at 3:20 P. M., and recorded in Volume 972 of Deeds, page 527, conveying said premises, contains the following recitals:

This deed is executed in order to change the restrictions set up in the deed from The Tower Building Company to The Security-Home Trust Company, Trustee, recorded in Volume 963 of Deeds, page 327.

Insofar as restriction No. 2 is concerned, the change should be worded as follows:

All lots fronting on Byrne Avenue are changed from commercial lots to residential building lots except Lots Nos. 1 and 2 which are hereby restricted for commercial use for retail merchandising, and no business shall be conducted thereon until it has been approved in writing by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Security-Home Trust Company and Dr. I. A. Eppstein, or their successors. All buildings shall have the design and size approved by S. H. Squire, Superintendent of Banks of the State of Ohio in charge of the liquidation of The Security-Home Trust Company and Dr. I. A. Eppstein, or their successors.

Insofar as restriction No 9 is concerned, the change should be worded as follows:

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by Dr. I. A. Eppstein or elected by a majority of the owners of lots in said Subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days then such approval will not be required. Provided, the design and location on the lot conform to and are in harmony with
existing structures in the tract. In any case either with or without the approval of the committee, no building costing less than $3500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 700 square feet in the case of a one story structure nor less than 570 square feet in the case of a one and one-half or two story structure.

Insofar as restriction No. 10 is concerned, the change should be worded as follows:

A perpetual easement is reserved over the rear 5 feet and side 5 feet of each lot for utility installation and maintenance.
Deed dated October 24, 1938, from The Tower Building Company to The Security-Home Trust Company, conveying the following described premises, contains the following provisions:

Premises conveyed by said deed are as follows:


Provisions contained in said deed are as follows:

This deed is executed in order to change the restrictions set up in the deed from The Tower Building Company to The Security-Home Trust Company, Trustee, recorded in Volume 963 of Deeds, page 327.

Insofar as restriction No. 2 is concerned, the change should be worded as follows:
All lots fronting on Byrne Avenue are changed from commercial lots to residential building lots except lots Nos. 1 and 2, which are hereby restricted for commercial use for retail merchandising, and no business shall be conducted thereon until it has been approved in writing by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Security-Home Trust Company and Dr. I. A. Eppstein, or their successors. All buildings shall have the design and size approved by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Security-Home Trust Company and Dr. I. A. Eppstein, or their successors.

Insofar as restriction No. 9 is concerned, the change should be worded as follows:

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by Dr. I. A. Eppstein or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than $3,500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 700 square feet in the case of a one-story structure nor less than 570 square feet in the case of a one and one-half or two-story structure.

Insofar as restriction No. 10 is concerned, the change should be worded as follows:

A perpetual easement is reserved over the rear 5 feet and side 5 feet of each lot for utility installation and maintenance.

Received for record October 25, 1938 and recorded in Volume 972 of Deeds, page 527.
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 recorded in Volume 990 of Deeds, page 583, contains the following:

(1) All of said lots shall be known and described as residential lots, and no structure shall be erected on any residential building plot, other than one detached single-family dwelling not to exceed two stories in height and a one or two or three car garage.

(2) All lots fronting on Byrne Avenue are changed from commercial lots to residential building lots, except lots Nos. 1 and 2 which are hereby restricted for commercial use for retail merchandising, and no business shall be conducted thereon until it has been approved in writing by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Security-Home Trust Company and I. A. Eppstein or their successors. All buildings shall have the design and size approved by S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Security-Home Trust Company and I. A. Eppstein or their successors.

(3) No building shall be erected on any residential building plot nearer than 20 feet to, nor farther than 40 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear 1/4 of a lot, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

(4) No residential lot shall be Resubdivided into building plots having less than 3200 square feet of area, or a width of less than 40 feet each, nor shall any building be erected on any residential building plot having an area of less than 3200 square feet or a frontage of less than 40 feet.

(5) No noxious or offensive trade shall be carried on
upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) Omitted.

(7) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

(8) No structure shall be moved on to any lot unless it has had the approval of S. H. Squire, Superintendent of Banks of the State of Ohio, in charge of the liquidation of The Security-Home Trust Company and I. A. Eppstein, and it must in all events conform to and be in harmony with existing structures in said subdivision.

(9) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by I. A. Eppstein or elected by a majority of the owners of lots in said Subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the Commissioner, no building costing less than $3500.00 shall be permitted on any lot in the tract, and the ground floor square feet area thereof shall not be less than 700 square feet in the case of a one story structure nor less than 570 square feet in the case of a one and one-half or two story structure.

(10) A perpetual easement is reserved over the rear 5 feet and side 5 feet of each lot for utility installation and maintenance.

(11) The aforesaid restrictions, covenants, agreements and reservations are not to be deemed as conditions but as covenants running with the land and shall be binding on all the parties and
and all persons claiming under them until January 1st, 1975, and
shall continue in force automatically thereafter until changed by
two-thirds of the owners of lots in Chevy Manor Subdivision.

(12) If the parties hereto or any of them or their heirs
or assigns shall violate or attempt to violate any of the covenants
or restrictions herein, it shall be lawful for any other person or
persons owning any other lots in said development or subdivision
to prosecute any proceedings at law or in equity against the person
or persons violating or attempting to violate any such covenant
or restriction and either to prevent him or them from so doing or
to recover damages or other dues for such violation.

(13) Invalidation of any one 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.