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.
DELREA PLACE

Restrictive Covenants

A. No structure shall be erected, altered, placed or permitted to remain on any parcel of land, other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than 3 cars, except those lots designated as commercial, duplex and four family apartment buildings.

B. No building shall be erected, placed, or altered on any building parcel in these properties until the building plans, specifications and sketch showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the properties, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Mr. Wayne Babcock, Mr. John E. Madden and Mr. Alonzo H. Bechtel, Sr., or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and the Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the Covenant. The powers and duties of such committee, and of its designated representative,
shall cease on and after January 1st, 1982. Thereafter, the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the parcels in these properties, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No residence shall be located nearer to the front line of any parcel of land than 25 feet, or nearer to a side street line than 10 feet; provided that this 10 foot restriction shall not apply to any parcel abutting on Secor Road or Sylvania Avenue.

D. No residence shall be erected on any parcel farther than 25 feet from the front line of any parcel.

E. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other out-building erected on the properties herein described shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than $8000.00 shall be permitted on any parcel of land, a part of the above described property. Ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 660 square feet, in the case of a one story structure, not less than 480 square feet in the case of a one and one-half (1 1/2) story or two story structure.

H. All lots facing Secor Road and Sylvania Avenue are for Commercial purposes only. Two family duplexes and four to six family apartment buildings may be constructed only after plans and specifications are submitted to the committee and consent given in writing.
J. No fence of any kind whatsoever shall be permitted to enclose the yard in front of the building line, provided for herein, and no fence except one of an ornamental nature may be used to enclose side or rear areas, and in no case shall such fence be more than 3 feet in height.

K. No outside toilets may be used. All residences constructed must be equipped with a modern sanitary system, connected to a private septic tank or public sanitary sewer.

L. No driveway shall be nearer than 3 feet to any parcel line.

M. No garage may be erected or maintained nearer any parcel lot line than 3 feet and no garage shall be nearer the rear parcel line than 3 feet.

N. All driveways shall be on the North side of all interior parcels, and all garages erected on corner parcels shall have entrance from the open side of such parcel.

O. Sewer, water, sidewalks are now in and paid for, and the streets shall be completed according to the dictates of the County Officials and paid for by The Delrea Land Company. Excepting, however, it be regular paving and gutter then it shall be assessed against the lots and paid for as assessed with regular taxes in such manner as said authorities may apportion the same.

It is further agreed, by and between the parties hereto, that in the event either of the respective owners of the properties described herein shall hereafter sell or contract to sell all or any part of their respective holdings herein, there shall be incorporated in any deed or contract executed by them, all of the restrictive covenants agreed upon herein, together with a reference to the Easement herein granted.
It is further agreed, that in the event the survey and plat referred to and incorporated herein shall hereafter be recorded in the office of the County Recorder of Lucas County, Ohio, by the parties hereto, or the then owners of the parcels of land constituting the properties herein, the parties hereto agree to execute in writing, and record a public dedication of the land constituting the easement provided for herein, together with such other land in said properties, which may have been retained and reserved from sale by the parties, for streets and drives in said properties.

Signed this 19 day of November, 1945, at Toledo, Ohio.

(Corporate Seal)       THE DELREA LAND COMPANY

J. E. Madden, President

Received for record November 21, 1945 and recorded in Volume 1282 of Mortgages, page 19.
Deed dated August 4th 1949, received for record August 9th 1949 at 9:41 A.M., and recorded in Volume 1348 of Deeds, page 40, conveying the premises in question, contains the following:

Subject until January 1st 1982 to the following restrictions, covenants and agreements which have been established by the Grantor; and which shall be binding as covenants running with the land upon the premises hereby conveyed and upon all lots or parts of lots in Delrea Place Subdivision owned by the Grantor as of January 1st 1946, to-wit:

(a) Except upon those lots set aside in paragraph (h) for commercial purposes, no structure shall be erected, altered, placed or permitted to remain on any lot or parcel of land in Delrea Place Subdivision, other than a detached single family dwelling, not to exceed two stories in height and a private garage for not more than three cars;

(b) No building shall be erected, placed or altered on any lot or parcel of land in said Subdivision until the building plans, specifications and sketch showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in said Subdivision, and as to the location of the building with respect to topography and finished ground elevation, by a committee composed of Mr. Wayne Babcock, Mr. John E. Madden and Mr. Alonzo H. Bechtel, Sr., or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted
to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and the covenant will be deemed to have been fully complied with. Neither the members of said committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the Covenant.

(c) No residence shall be located nearer to the front line of any parcel of land than 25 feet, or nearer to a side street line than 10 feet; provided, that this 10 foot restriction shall not apply to any parcel abutting on Secor Road or Sylvania Avenue.

(d) No residence shall be erected on any parcel farther than 25 feet from the front line of any parcel.

(e) No offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

(f) No structure erected on any lot or parcel other than a structure specifically designed and constructed for permanent residential use shall at any time be used as a residence, either temporarily or permanently.

(g) No dwelling costing less than $8,000.00 shall be erected on any lot or parcel in said subdivision. Ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 660 square feet, in the case of a one-story structure, and not less than 480 square feet in the case of a one and one-half story or two story structure.

(h) All lots facing on Secor Road and Sylvania Avenue are to be used for commercial purposes only, except that with the consent of the committee two-family duplexes and four two six-family apartment buildings may be constructed on said lots after plans and specifications are submitted to and approved in writing by the committee. The sale
for consumption upon the premises of intoxicating liquor shall be permitted only on Lots Nos. 19 and 20, except with the consent of the owner or owners of said Lots Nos. 19 and 20, and with the consent of the Committee and then only upon lots facing Secor Road and Sylvania Avenue. Lots 16, 22, 51, 58, 87, 94 and 123 in the immediate rear of commercial lots may be used with the consent of the Committee for parking purposes incidental to the businesses conducted on the commercial lots.

(j) No fence of any kind whatsoever shall be permitted to enclose the yard in front of the building line, provided for herein, and no fence except one of an ornamental nature may be used to enclose side or rear areas, and in no case shall such fence be more than 3 feet in height.

(k) No outside toilets may be used. All residences and commercial buildings constructed must be equipped with a modern sanitary system, connected to a private septic tank or public sanitary sewer.

(l) No driveway shall be nearer than 3 feet to any parcel line.

(m) No garage may be erected or maintained nearer the line of any parcel than 3 feet, and no garage shall be nearer the rear parcel line than 3 feet.

(n) All driveways shall be on the north side of all interior parcels, and all garages erected on corner parcels shall have entrance from the open side of such parcel.

Sewer, water and sidewalks are now in and paid for, and the streets shall be completed according to the dictates of county officials and paid for by The Delrea Land Company, excepting, however, it be regular paving and gutter, than it shall be assessed against the lots.
and paid for as assessed with regular taxes in such manner as said authorities may apportion the same.

It is further agreed, by and between the parties hereto, that in the event either of the respective owners of the properties described herein shall hereafter sell or contract to sell all or any part of their respective holdings herein, there shall be incorporated in any deed or contract executed by them all of the restrictive covenants agreed upon herein.

NOTE: Instrument dated November 12th 1945, received for record November 21st 1945 at 12:50 P.M., and recorded in Volume 1282 of Mortgages, page 19, contains substantially the same restrictions.

APPOINTMENT OF REPRESENTATIVE.

Toledo, Ohio,
October 10th, 1949.

Know all men by these presents, that the undersigned (being the members of the committee designated in the restrictions governing the use of land in Delrea Place, an Addition in Washington Township, Lucas County, Ohio, to pass upon or approve or disapprove plans and specifications for any structures to be erected thereon or for alteration of any existing structures do hereby, irrevocably designate and appoint Raynor B. Pyle as the representative of said committee giving and granting unto the said Raynor B. Pyle all the power and authority of every kind and nature vested in said committee by the terms and provisions of said restrictions.

(Signed) Wayne H. Babcock,
John E. Madden,
Alonzo H. Bechtel.

Received for record December 17th 1949 at 10:36 A.M., and recorded in Volume 1448 of Deeds, page 472.
Restrictions set forth in Deed dated October 15th 1949 and recorded in Volume 1355 of Deeds, page 586, wherein The Delrea Land Company conveyed said premises, and other property, as follows:

Subject until January 1st 1982 to the following restrictions, covenants and agreements which shall be binding as covenants running with the land upon the premises hereby conveyed and upon all lots or parts of lots in Delrea Place Subdivision, to-wit:

(a) No buildings shall be erected, placed or altered on any parcel of land (i.e. any lot, lots or parts of lots being used as a unit) in said addition until the building plans and specifications and a sketch showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said addition and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Mr. Wayne Babcock, Mr. John E. Madden and Mr. Alonzo H. Bechtel, Sr., or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and the covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant hereto. The powers and duties of such committee, and of its designated representative, shall cease on and after
January 1, 1982. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the parcels in these properties, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(b) No residence shall be located nearer to the front line of any parcel of land than 25 feet, or nearer to a side street line than 10 feet; provided that this 10 foot restriction shall not apply to any parcel abutting on Secor Road or Sylvania Avenue.

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

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

(e) No dwelling costing less than $8000.00 shall be permitted on any parcel of land. Ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 660 square feet, in the case of a one story structure, not less than 480 square feet in the case of a 1 1/2 story or two story structure.

(f) All lots facing Secor Road and Sylvania Avenue may be used for commercial or residential purposes. All other lots shall be used for residential purposes only.

(g) No fence of any kind whatsoever shall be permitted to enclose the yard in front of the building line provided for herein, and no fence except one of an ornamental nature may be used to enclose side or rear areas, and in no case shall such fence be more than 3 feet in height.
(i) No outside toilets may be used. All residences constructed must be equipped with a modern sanitary system connected to a private septic tank or public sanitary sewer.
APPOINTMENT OF REPRESENTATIVE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (being the members of the committee designated in the restrictions governing the use of land in Delrea Place, an Addition in Washington Township, Lucas County, Ohio, to pass upon or approve, or disapprove plans and specifications for any structures to be erected thereon or for alteration of any existing structures) do hereby, irrevocably designate and appoint Raynor B. Pyle as the representative of said committee, giving and granting unto the said Raynor B. Pyle all the power and authority of every kind and nature vested in said committee by the terms and provisions of said restrictions.

(Signed) Wayne H. Babcock
     John E. Madden
     Alonzo H. Bechtel, Sr.

Received for record December 17" 1949 and recorded in Volume 1448 of Mortgages, page 472.