LAVEY’S SUBDIVISION (LOTS A & B)

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.
The undersigned, constituting and comprising all the joint and several owners in fee simple of, and the equitable title in and to lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 inclusive and Lots A & B in Lavey's Subdivision, a sub-division of Record in Lucas County, Ohio, the plat of which was received for record on January 22nd, 1917, and recorded in Volume 31 at page 6 of the Records of Plats of Lucas County, Ohio, on February 3, 1917, by the Recorder of Lucas County, Ohio to which plat reference is hereby made for the purpose of more clearly defining the rights, interests and equities of all the parties hereto, and of subsequent owners of any of said lots numbered 1 to 12 inclusive in said Subdivision, hereby adopt and make known the Restrictions, Conditions, Covenants, Charges and Agreements, subject to which all of said property hereinbefore described is now held and shall hereafter be conveyed and held:

1. Said lots A and B in said Lavey's Subdivision as duly shown upon the plat thereof, filed as hereinbefore set out, shall hereafter be perpetually used for private park purposes only, and each owner of a lot or lots in said Lavey's Subdivision shall hereafter hold, and is hereby granted and conveyed, subject to the provisions of these Restrictions and Reservations, an undivided interest in said lots A & B in said Lavey's Subdivision, said undivided interest in said lots A and B of such owner or owners of a lot or lots in said Subdivision shall be deemed to be the right to use and enjoy said lots A & B for private park purposes only, concurrently and conjointly with the owner or owners of another lot or lots, numbered 1 to 12 inclusive.

2. Such undivided interest in said lots A & B shall not be subject to, or the subject of, conveyance, hereafter other than to the bona fide owner or holder of the legal or equitable title of a lot or lots in said subdivision other than said lots A & B;
and ownership in or of any of said lots in said subdivision numbered 1 to 12 inclusive shall hereafter automatically carry with it all pro rata rights of ownership of otherwise for park purposes only as hereinbefore set out in said lots A & B in said named subdivision.

3. In the event of the abandonment or vacation by duly constituted public authority of any street or streets in said subdivision which said street or streets shall abut upon or be adjacent to, said lots A & B, the street or streets so abandoned or vacated shall be and become a part of said lots A & B and be and become a portion thereof, and be subject to all these restrictions and reservations.

4. Taxes and assessments, if any, hereinafter levied shall be equally distributed and borne upon lots numbered 1 to 12 inclusive in said subdivision according to the assessments as may hereinafter be made from time to time by duly constituted public authority and it is mutually covenanted and agreed by all the parties hereto that the same shall be promptly paid in order that no forfeiture for non-payment of taxes or assessments on said lots A & B in said subdivision shall occur.

5. The Restrictions and Reservations are in addition to and in supplement of any covenants, restrictions or reservations, which have heretofore been, or which may hereafter be, contained in any deeds of or the conveyance of, or contracts for the purchase of, any other property or parcels of land in said subdivision; and that in the event of any conflict in any of the same and these restrictions and reservations, it is hereby mutually covenanted and agreed that these restrictions and reservations shall prevail over and supersede those in said deeds or contracts contained, in conflict herewith.

6. These restrictions and reservations are hereby entered into by and between each and every and all the parties for and in
consideration of the enhancement of the value of the said property to itself and to afford purchasers from said parties due and ample protection in the use and occupancy of said premises for the purposes herein designated. And said parties do hereby declare that they, and each and all of them, constitute and comprise each and every and all of the owners, joint or several of the respective parcels of real estate hereinbefore described; and said parties, for themselves, their heirs and assigns, do hereby mutually covenant and agree that the agreements, restrictions and reservations herein contained shall be deemed to be, and the same hereby are adopted as covenants running with the land; and said parties do hereby further covenant and agree that each and every of the several and respective parcels or lots of real estate in said subdivision, so severally or jointly owned by them, shall be by them, their heirs or assigns, conveyed subject to all the restrictions, conditions, covenants, charges and agreements herein set forth.

In Witness Whereof, the said parties hereto have hereunto affixed their signatures as of the 16th day of January A. D. 1929.

Thereafter follows a list of the lot owners in said subdivision including Hamilton A. Lavey and Leah O. Lavey, as owners of the premises in question and other property.

Acknowledged January 16, 1929 by Hamilton A. Lavey and Leah O. Lavey, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record February 21, 1929 and recorded in Volume 764 of Deeds, page 387.