SUNNYBROOK FARMS PLAT II

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DECLARATION of RESTRICTIONS

for
SUNNYBROOK FARMS
Plat II

WHEREAS, Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward

hereinafter called "Developer" are the owners in fee simple of the following described real property -

SUNNYBROOK FARMS, Plat II,
Toledo, Lucas County, Ohio

hereinafter referred as the premises or sometimes as the Subdivision, and recorded in Volume -82- ,Record of Plats, Page (s) -30- of the records of the Recorder of Lucas County, Ohio, and

WHEREAS, Developer desires to establish a general plan for the development of the premises and to establish certain easements and rights, in, over and to the premises and certain restrictions upon the manner of use, improvements, and enjoyment of the premises in the Subdivision, which will make the premises and the individual lots comprising the premises more attractive and protect the present and future owners of the premises and the individual lots comprising the premises in the enjoyment of their use.

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of the property by reason of the adopting of the easements and restrictions hereinafter set forth, does for itself, its successors and assigns, hereby declare, covenant and stipulate that the premises as shown on the recorded plat of the Subdivision, shall hereafter be conveyed by it, its successors and assigns, subject to the following restrictions and the following easements and rights, in over, and to the premises:

1. Duration The covenants and restrictions are to run with the land and shall be binding upon Developer, and all persons claiming under or through Developer until January 1, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least 2/3rds of the lots in the Subdivision. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least 2/3rds of said lots, which instrument shall be filed for record with 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.

(a) Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of the premises may now or hereafter front or abut.

(b) Developer reserves to itself, its successors 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 the premises, designated 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 the premises, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

2. Use, Building Type, and Plans:

(a) The premises shall be used and occupied solely and exclusively for priate residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

(b) Dwelling Construction: No dwelling 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 the dwelling, the plot plan showing the proposed location of the dwelling upon the premises and the plans, specifications and details of the dwelling shall have been approved in writing by the Developer, its successors or assigns, and a true copy of the plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to the plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon the premises.

(1) Any purchaser or encumbrancer and any title company or persons certifying, guaranteeing or insuring title to any building site, lot or parcel site, lot or parcel in the Subdivision or any lien thereon or interest therein may conclusively assume that the provisions of this paragraph have been complied with if no suit to enjoin construction has been commenced prior to thirty (30) days after the date that such purchaser records his deed or thirty (30) days after such encumbrancer perfects his lien or thirty (30) days after such certification is made or such insurance is issed. Further, in the event Developer fails to approve or disapprove within thirty (30) days after the plans, specifications, and details have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related restrictions shall be deemed to have been duly complied with.

(2) In requiring the submission of detailed plans, specifications, and details as herein set forth, Developer has in mind the development of such lots in the premises as an architecturally harmonious, artistic, and desirable subdivision, and in approving or withholding its approval of any detailed plans, specifications, and details so submitted, Developer, its successors or assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of such lots in the Subdivision as a whole and any determination made by Developer, its successors or assigns, in good faith shall be binding on all parties in interest.

(3) Dwelling Location: No dwelling shall be erected, reconstructed, placed or suffered to remain upon the premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of the Subdivision nor nearer to any side line or rear line than shall be determined by the Developer in writing at the time of the approval of the plans and specifications for the dwelling. This restriction as to the distances at which the dwelling house shall be placed from the front, side and rear lines of the premises, shall apply

to and include porches, verandas, portes cochere, and other similar projections of the 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 the Subdivision, but only with the written consent of the Developer.

(a) Side line requirements shall refer to side property lines and not to side lot lines where part of one lot or more than one lot is the parcel of land upon which a dwelling is to be constructed and/or maintained.

4. Grades and Slopes: Developer, its successors or assigns, shall have the sole and exclusive right to establish grades and slopes on all lots in the Subdivision and to fix the grade at which any dwellint shall hereafter be erected or placed thereon, so that the same may conform to the general plan of development.

(a) Surface water from the front of any dwelling shall flow to the curb from the sides and from the rear of the structure, it shall flow to the rear of the lot.

5. Fences: No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon the premises until the written consent of the Developer shall have been first obtained therefor,and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

(a) No fence shall be constructed beyond the front set back lines. No barbed wire may be utilized as a part of any fencing.

6. Garages: No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon the premises except for the exclusive use of its family occupying the dwelling and the servants thereof, nor unless such garage be made an integral part of the dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications, and details of the garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of the plans, specifications, and details of the garage shall have been lodged permanently with Developer, and no garage except as conforms to the plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon the premises. Such garage, being an integral part of the dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements, and restrictions at any point herein made applicable to the dwelling.

7. Driveways: The location of any and all driveways shall be and remain as now established upon the premises, or, if not now established, shall be determined by Developer, its successors and assigns, in writing at the time of the approval of the plans and specifications for each dwelling. No driveway shall be located, relocated or suffered to remain upon the premises except as now located or determined in writing by Developer, its successors and assigns. Complete specifications for construction of any driveway shall be submitted to Developer, its successors and assigns, and its approval thereof endorsed thereon in writing. Concrete driveways and approaches are expressly forbidden.

8. Variances: In connection with the provisions contained in Paragraph 2 and 3 above, it is hereby provided that if, in the opinion of Developer, 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 enforcement of the provisions thereof would work a hardship, 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.

9. Lawns: No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of the Subdivision shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portion of the lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in Paragraphs 2-c and 5 above for the purpose of beautifying the lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

(a) No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of the premises.

10. Nuisances:

(a) No portion of any lot shall be used or permitted to be used for any noxious, offensive or unreasonably disturbing activity which would be carried on upon any part of the premises, or shall anything be done thereon which may be or become an annoyance, or nuisance in the premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land or lot.

(b) No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon the premises; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon the 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 the premises.

(c) 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 the premises or otherwise, shall be erected, placed or suffered to remain upon the premises or upon or visible from the outside of the building without the consent of Developer first having been obtained. Developer shall have the right and discretion to prohibit, restrict, and control the size, construction, material, wording, location, and height of all such signs. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

(d) No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot. Developer reserves 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 the Subdivision.

(e) Any truck, boat, bus, tent, housecar, trailer, or other similar housing device, if stored on any lot, shall be housed within a garage building.

(1) Such property may be parked on a lot for a period not in excess of seventy-two (72) hours.

(f) No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of the premises or from any part of any building. 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.

(g) Rubbish and debris: All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers, entirely screened or within the garage, dwelling or basement. Additional regulations for the storage, maintenance and disposal of rubbish, leaves, and garbage may, from time to time, be established by Developer.

(1) No trashburner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining property line.

(2) No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards wherever erected shall be approved by Developer.

(h) The premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in the structure within ninety (90) days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from the lots without the written approval of Developer, its successors or assigns.

11. The Developer reserves and is 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 structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer, and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer 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 acquiescense in or consent to any continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

12. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

13. In all instances where plans and specifications are required to be submitted to and are approved by Developer 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. Provided, however, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related restrictions shall be deemed to have been duly complied with.

14. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer and approved by the written powers of attorney of the Developer as then recorded in the records of Lucas County, Ohio, shall be sufficient.

15. Property Owners' Association: Upon the completion and sale of not less than thirty (30) residences in the Subdivision, the Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called "Sunnybrook Property Owners' Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Developer shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, or entity, all such coowners or entities acting jointly shall be entitled to but one vote. Where title is held in the name of one or more married person or persons who are married to other persons, the respective spouse or spouses of the record married person or persons shall have no vote or membership by virtue thereof. There shall be no more than one vote for each building site.

A. The association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on the property, and all parts of the property shall at all times be maintained subject to such rules and regulations.

B. Developer may, by an instrument in writing, in the nature of an assignment, vest the association, if and when formed, with the rights, privileges and powers herein retained by Developer which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

C. Before the formation of any association, as hereinabove provided, Developer shall have the right to change, or modify the restrictions and covenants herein contained (except Paragraphs 1A and 1B) by first obtaining the consent of the owners of a majority of all the lots herein described.

D. The association may, at any time within five (5) years from the date of formation, change, modify or rescind any of the foregoing restrictions (except Paragraphs 1A and 1B) by first obtaining the consent of Developer to do so and the consent of 2/3rds of its members evidenced by an instrument in writing signed and acknowledged by such members and recorded in the office of the Recorder of Lucas County, Ohio; and the foregoing restrictions (except Paragraphs 1A and 1B) may be changed , modified or rescinded at any time after five (5) years from the date of formation of said association by an instrument in writing signed and acknowledged by 2/3rds of its members and recorded as aforesaid.

E. A violation of any of the rules and regulations adopted by Developer or by the association acquiring the rights and benefits of Developer shall be deemed a violation of this Declaration and may be enjoined as herein provided.

(1) The rights, privileges, and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

16. Binding Effect and Enforcement:

A. Each grantee of Developer, 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 the Developer and the association, 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, 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 or provision herein contained shall give the Developer, or its successors or assigns, or the association, the right; (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 the Developer, or its successors 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 by law or equity, the continuance of any breach.

B. Any other person or persons owning any lot in the Subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restriction or condition or any covenant or provision herein contained, to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

C. 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.

17. Mortgages:

A. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of the property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser (other than a mortgagee) at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

18. Miscellaneous:

A. The invalidity of any restriction and covenant hereby imposed, or of any provision hereof, by judgment or court order or by act of the owners as provided in Paragraph 1 and Paragraphs 15 and 16 or of any part of such restriction, covenant or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration of Restrictions which shall remain in full force and effect.

19. Headings: The headings of the several paragraphs contained herein are for convenience only and do not confine, limit, or construe the contents of such paragraphs. References to the singular, plural, male, female, or neuter, shall be deemed to confirm to the context herein. References to the premises or the subdivision shall include all of the lots contained therein and each and every individual lot or part thereof, except where expressly to the contrary stated otherwise.

A. References to Developer shall include its successors, heirs, and assigns.

IN WITNESS WHEREOF, Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward have caused this Declaration of Restrictions to be signed by them on this 12 day of Sept. 1979.

Witnesses:

Louis H. Bruggeman

Mary A. Bailey

Dean Bailey

Brian F. Bailey

F. Keith Bailey

Mary B. Lyden

Margaret B. Woodward

State of Ohio)ss
Lucas County)

Before me, a Notary Public, in and for said County, personally appeared

Dean Bailey
Brian F. Bailey
F. Keith Bailey
Mary B. Lyden, and
Margaret B. Woodward

who acknowledged that they did sign the said Declaration of Restrictions as such and that said instrument is voluntary act and deed of Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary A. Bailey and Margaret E. Woodward for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12th day of Sept 1979.

Louis H. Bruggeman

Notary Public, Lucas County
Notary Public, State of Ohio
My Commission Expires May 14, 1984

Received for record September 17, 1979 at 3:41 P.M. in Mortgage Record 79-1040B10, Lucas County, Ohio Records.

ASSIGNMENT

This Assignment executed this 23 day of February, 1985 by and between Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward, and given to First Federal Savings and Loan Association of Toledo. 701 First Federal Plaza Toledo, Ohio

WHEREAS, Dean Bailey has transferred, or otherwise caused to be transferred, forty lots in Sunnybrook Farms Plat II, a Subdivision in the City of Toledo, Lucas County, Ohio, to the said First Federal Savings and Loan Association of Toledo, and

WHEREAS, Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward have certain rights and easements as outlined in the Declaration of Restrictions for Sunnybrook Farms Plat II and

WHEREAS, First Federal Savings and Loan Association of Toledo desires that in the acceptance of Dean Bailey's deed in lieu of foreclosure of the aforementioned property, that he and the others transfer and assign all rights they have pursuant to the Declaration of Restrictions pertaining to Sunnybrock Farms Plat II, a Subdivision in the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable considerations, Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward do hereby ASSIGN, TRANSFER AND OTHERWISE GRANT unto First Federal Savings and Loan Association of Toledo, a corporation organized and existing under the laws of the United States of America, and its successors and assigns, all rights Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward may have with respect to any of the aforesaid restrictions in Plat II, Sunnybrook Farms, a Subdivision in the City of Toledo, Lucas County, Ohio, which was originally recorded in Mortgage Microfiche Number 79-1040810.

IN WITNESS WHEREOF the said Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward have caused their hands to be signed to this instrument this 23 day of February, 1985.

Signed in the Presence of:

Dean Bailey

Brian F. Bailey

F. Keith Bailey

Mary B. Lyden

Margaret B. Woodward

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

BE IT REMEMBERED that on the 23 day of February, 1985 before me a Notary Public in and for the State of Ohio, personally appeared Dean Bailey, Brian F. Bailey, F. Keith Bailey, Mary B. Lyden and Margaret B. Woodward who acknowledged the signing of the foregoing instrument was their voluntary act and deed.

Notary Public, State of Ohio

This instrument was prepared by
Fred E. Henning, Attorney at Law

PLEASE FILE IN BOX OF
FIRST FEDERAL SAVINGS AND LOAN ASSN

1000 RECEIVED & RECORDED
MAY 03 1985 10 53 Am
BILL COPELAND
RECORDER, LOCAL COUNTY, OHIO

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