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CENTRAL PLAZA PLAT II

Declaration of Restrictions

WHEREAS, Bailey Development Corporation, an Ohio Corporation, is the owner of
Lots Nos. 16 (sixteen) through 29 (twenty-nine) in CENTRAL PLAZA PLAT II
a subdivision in Sylvania Township, Lucas County, Ohio -- all of which real estate is hereinafter for convenience referred to as "Central Plaza Plat II"; and

WHEREAS, Bailey Development Corporation desires to establish, for its own benefit and for the benefit of all future owners or occupants of all or any part of Central Plaza Plat II, certain easements and rights in, over and to Central Plaza Plat II and certain restrictions with respect to the use thereof:

NOW, THEREFORE, Bailey Development Corporation as the Owner of such real estate and for the purpose aforesaid hereby declares as follows:

ARTICLE I

Section 1. No building, fence, wall, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans, specifications and plot plan showing landscaping, the nature, kind, shape, type, material color scheme and location of such structure, which shall be submitted to Bailey Development Corporation, its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. No alterations shall be made in the location, height, or exterior design of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from Bailey Development Corporation. No addition to any buildings shall be erected or maintained upon any building site after once
established unless written approval of such addition shall first have been obtained from Bailey Development Corporation.

No fence, wall or hedge shall be erected, permitted or maintained upon any building site, unless written approval has been obtained from Bailey Development Corporation, complete plans and specifications therefore showing the nature, kind, shape, height, construction, materials and color scheme of such fence or wall, as well as to the location of such alterations, additions, or fences, walls or hedges on the building site have been approved by Bailey Development Corporation as a permanent record.

Section 3. No building or other structure, or any part thereof shall be erected or maintained upon any part of the property in Central Plaza Plat II over or upon which easements for the installation and maintenance of public utilities, the installation and maintenance of a storm sewer are granted.

ARTICLE II

Section 1. Each Grantee of Bailey Development Corporation, 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 Bailey Development Corporation, created or reserved by this Declaration or by plat of deed restrictions heretofore recorded, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions in 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 Bailey Development Corporation or their successors or assigns, 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 Bailey Development Corporation shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings, either at law or in equity, by Bailey Development Corporation, its successors or assigns.

Section 2. 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 supercede 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 said property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser 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.

Section 3. 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.

Section 4. The invalidity of any restriction hereby imposed or of any provision hereon, or any part of such restriction or provision, shall not impair or affect in any manner, the validity, enforcibility or effect of the rest of this Declaration.

Section 5. A violation of any of the rules and regulations adopted by Bailey Development Corporation shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers given Bailey Development Corporation shall be assignable to and shall inure to the benefit of its successors or assigns.
IN WITNESS WHEREOF, Bailey Development Corporation has caused this Declaration to be signed by its President and attested by its Secretary at Toledo, Ohio, on this 3rd day of October, 1969.

BAILEY DEVELOPMENT CORPORATION
By Dean Bailey, President

Attest:
Dorothy F. Bailey, Secretary

Two witnesses.

Acknowledged October 3, 1969 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record January 16, 1970 and recorded in Volume 2308 of Mortgages, page 589.