COREY WOODS
PLAT 2

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ADOPTION of COREY WOODS, PLAT II
and
DECLARATION of RESTRICTIONS THEREFOR

* * * * * * *

This declaration, made and entered into by

THE DEAN BAILEY COMPANY
THE PAUL T. BAILEY CO.
JEFFERSON REALTY MART, INC. and
BAILEY ENTERPRISES, INC.
each an Ohio Corporation, hereinafter for convenience referred to
collectively as "The Bailey Company", this 10th day of July, 1959.

WITNESSETH THAT:

WHEREAS, The Bailey Company is the owner of the following
described real estate, situated in Sylvania Township, Lucas County,
Ohio, viz:

Lots numbers 67 thru 164 inclusive, in
COREY WOODS, PLAT II, a Subdivision in Sylvania
Township, Lucas County, State of Ohio, all of
which real estate is hereinafter for convenience
referred to as Corey Woods, Plat II;

and

WHEREAS, The Bailey Company and The Toledo Trust Company,
Trustee, desire to establish for their own benefit and for the benefit
of all future owners or occupants of all or any part of Corey Woods,
Plat II, certain easements and rights in, over and to Corey Woods,
Plat II, and certain restrictions with respect to the use thereof;

NOW, THEREFORE, The Bailey Company as the owner of such
real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. 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 thereof, the grading plan of the lot, including the grade ele-


vations of said dwelling, the plot plan showing the proposed location of
said dwelling upon said premises and the plans, specifications and details
of said dwelling shall have been approved in writing by The Bailey Company
and The Toledo Trust Company, Trustee, their successors or assignees, and a
true copy of said plans, specifications and details shall have been lodged
permanently with The Bailey Company and The Toledo Trust Company, Trustee,
and no dwelling except such as conforms to said plans, specifications and
details shall be erected, reconstructed, placed or suffered to remain upon
said premises.
Section 2. Said premises shall be used and occupied solely and exclusively
for private 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.
Section 3. No dwelling shall be erected, reconstructed, placed or suffered
to remain upon said premises, having a cost and fair value (based on 1959
construction costs) exclusive of land, of less than $10,000.00.
Section 4. No dwelling shall be erected, reconstructed, placed or suffered
to remain upon said premises, nearer the front or street line or lines than
the building set-back line or lines shown upon the plat of said subdivision
nor nearer to any side line or rear line than shall be determined by The
Bailey Company and The Toledo Trust Company, Trustee, in writing at the
time of the approval of the plans and specifications for said dwelling.
This restriction as to the distances at which said dwelling house shall be
placed from the front, side, and rear lines of said premises, shall apply
to and include porches, verandas, portes cochere, and other similar pro-
jections of said 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 COREY WOODS, PLAT II, but
only with the written consent of The Bailey Company.
Section 5. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by The Bailey Company and The Toledo Trust Company, Trustee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with The Bailey Company and The Toledo Trust Company, Trustee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 6. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by The Bailey Company in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by The Bailey Company. Complete specifications for construction of driveway shall be submitted to The Bailey Company and its approval thereof endorsed thereon in writing.

Section 7. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called,
nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No trees, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of The Bailey Company, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by The Bailey Company or removal ordered by any State or local governmental authority having jurisdiction thereof. 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 said premises until the written consent of The Bailey Company 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.

Section 8. In connection with the provisions contained in Section 3 and 4 above, it is hereby provided that if, in the opinion of The Bailey Company and The Toledo Trust Company, Trustee, 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 observance of the provisions of said sections would work a hardship, The Bailey Company and The Toledo Trust Company, Trustee, 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.

Section 9. The Bailey Company 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 said premises may now or hereafter
front or abut.

Section 10. The Bailey Company 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 CORET WOODS PLAT II, 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 CORET WOODS PLAT II, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 11. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said 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 said 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. 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 said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of The Bailey Company first having been obtained. The right is reserved by The Bailey Company to erect small structures and place signs on any unsold lot or improvements thereon.

Section 12. 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 or tract. The Bailey Company 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 Corey Woods, Plat II.
Section 13. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. 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. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 14. The Bailey Company reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 15. 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 within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by The Bailey Company.

Section 16. The Bailey Company and The Toledo Trust Company, Trustee, jointly and severally reserve and are 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 erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by either The Bailey Company and/or The Toledo Trust Company, Trustee, and The Bailey Company and/or The Toledo Trust Company, Trustee, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of The Bailey Company and/or The Toledo Trust Company, Trustee, to enforce any of the restrictions, rights, reservations, limitations, agree-
ments, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Bailey Company and/or The Toledo Trust Company, Trustee, shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Bailey Company.

Section 18. In all instances where plans and specifications are required to be submitted to and are approved by the Bailey Company and/or the Toledo Trust Company, Trustee, 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.

Section 19. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by either the Bailey Company and/or the Toledo Trust Company, Trustee, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Bailey Company and/or the Toledo Trust Company, Trustee, and approved by the written powers of attorney of the Bailey Company and/or the Toledo Trust Company, Trustee, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 20. Anything contained in these restrictions to the contrary notwithstanding, the residence and garage now located on or partially on lots 88 and 89 may be altered, remodeled, repaired or moved to any location on lots 88 and/or 89, and necessary sidewalks and drives necessary to their use may be constructed by the then owner of said lot or lots.

**ARTICLE TWO**

Section 1. Upon the completion and sale of not less than fifty residences in said Corey Woods, Plat II, the Bailey Company may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Corey Woods Plat II 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 The Bailey Company, 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, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The association, by vote of 2/3s 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 said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. The Bailey Company and The Toledo Trust Company, Trustees, 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 the said The Bailey Company and The Toledo Trust Company, Trustee, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

Section 4. In the event of any future time either The Dean Bailey Company, The Paul T. Bailey Co., Jefferson Realty Mart, Inc., or Bailey Enterprises, Inc., are no longer in existence (whether from voluntary or involuntary causes) and have no successors or assigns, the remaining corporation or corporations shall thereafter be deemed The Bailey Company for all purposes herein and if all of said corporations are no longer in existence and have no successors or assigns than The Toledo Trust Company, Trustee, its successors or assigns shall alone be vested with and exercise all the rights and privileges herein reserved to The Bailey Company and The Toledo Trust Company, Trustee.

ARTICLE THREE

Section 1. Each grantee of The Bailey Company, 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 Bailey Company and The Toledo Trust Company, Trustee, 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, created, reserved or declared, and all im-
positions 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 of
provision herein contained shall give the Bailey Company and/or the Toledo
Trust Company, Trustee, or their 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 Bailey Company and the Toledo Trust Company, Trustee, or their
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 in law or equity, the
continuance of any breach.

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 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 said
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 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, agree-
ments 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 hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. The Bailey Company and The Toledo Trust Company, Trustees, reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 9 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by either The Bailey Company and/or The Toledo Trust Company, Trustees, or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by The Bailey Company and The Toledo Trust Company, Trustees, shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, The Dean Bailey Company, The Paul T. Bailey Co., Jefferson Realty Mart, Inc., Bailey Enterprises, Inc., and The Toledo Trust Company, Trustees, have each caused this Declaration to be signed by their respective officers, all on the day and year first above written.

Signed: THE DEAN BAILEY COMPANY,
By Dean Bailey, President,
By Louise H. Bruggeman, Secretary,

(Corporate Seal)
THE PAUL T. BAILEY CO.
By Paul T. Bailey, President,
By Louise H. Bruggeman, Secretary,

JEFFERSON REALTY MART, INC.
By Dean Bailey, President,
By Paul T. Bailey, Secretary.

BAILEY ENTERPRISES, INC.
By Paul T. Bailey, President,
By Louise H. Bruggeman, Secretary.
THE TOLEDO TRUST COMPANY, TRUSTEE,

Four Witnesses, Two
as to each Signature.

Acknowledged July 10, 1959 by said Corporations, by said Officers,
before a Notary Public, Lucas County, Ohio (Seal).

Received for record July 10, 1959 at 12:11 P.M., and recorded in
Volume 1936 of Mortgages, page 338.

By Stephen J. Balog, Vice-President,

By Louis G. Korn, ASt.-Secretary.
DECLARATION OF APPOINTMENT

COREY WOODS, A SUBDIVISION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO


WHEREAS, it was provided by said restrictions that the said Corey Woods Associates may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called: "Corey Woods Property Owners' Association", and

WHEREAS, on February 20, 1960, Articles of Incorporation were filed with the Secretary of State, No. 288285, and

WHEREAS, said Corey Woods Associates desires to vest said Corey Woods Property Owners' Association with the rights, privileges and powers heretofore retained by said Corey Woods Associates in said Declaration of Restrictions for Corey Woods, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, the said Corey Woods Property Owners' Association is desirous of protecting said restrictions.

Now, therefore, said Corey Woods Associates assigns all its rights and obligations under the Declaration of Restrictions for Corey Woods, a Subdivision in Sylvania Township, Lucas County, Ohio, and designates the Corey Woods Property Owners' Association as its successor under said Declaration of Restrictions for Corey Woods, a Subdivision in Sylvania Township, Lucas County, Ohio.

IN WITNESS WHEREOF, The Dean Bailey Company, The Paul T. Bailey Company and Jefferson Realty Mart, Inc., d/b/a COREY WOODS ASSOCIATES has caused this Declaration to be signed by its Partners, all on the day and year first above written.

COREY WOODS ASSOCIATES.
The Dean Bailey Company,
Dean Bailey, President,
The Paul T. Bailey Company,
Paul T. Bailey, President,
Jefferson Realty Mart, Inc.,
Dean Bailey, President.

State of Ohio } SS:
Lucas County }

Before me a Notary Public in and for said County, Personally appeared Dean Bailey, President of The Dean Bailey Company and Jefferson Realty Mart, Inc. and Paul T. Bailey, President of The Paul T. Bailey Company, d/b/a COREY WOODS ASSOCIATES who acknowledged that they did sign said instrument as Partners in the said COREY WOODS ASSOCIATES in behalf of said grantor partnership; and that said instrument is the voluntary act and deed of the said Dean Bailey and Paul T. Bailey as such partners and the voluntary act and deed of said grantor partnership for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5 day of May, 1955.

Donald J. Smith
Notary Public, Lucas County,
Ohio (Seal).

Received for record May 5, 1955 at 3:35 P. M., and recorded in Volume 1727 of Mortgages, page 212.
DRIVEWAY AGREEMENT

THIS AGREEMENT, made and entered into at Toledo, Ohio, this 30th day of August, 1989 by and between JOHN B. CHESSARE and TRACEY A. CHESSARE, husband and wife, hereinafter known as "Chessare" and GEORGE J. WERNER and MARIE JOSE WERNER, husband and wife, hereinafter known as "Werner".

WHEREAS, Chessare and Werner are the owners of adjacent parcels of real property fronting on Shakespeare Lane, in the City of Toledo, Lucas County, Ohio; and

WHEREAS, the real property belonging to Chessare is described as follows:

Lot number 154 in COREY WOODS, PLAT II, a Subdivision in the City of Toledo, Lucas County, Ohio. (3221 Shakespeare Lane)

and the real property belonging to Werner is described as follows:

Lot Number 153 in COREY WOODS, PLAT II, a Subdivision in Sylvania Township, Lucas County, Ohio. Now in the City of Toledo. (3220 Shakespeare Lane)

WHEREAS, the east line of the above described parcel of real property is contiguous to the west line of the second above described real property; and

WHEREAS, the parties have agreed to maintain an existing driveway for the convenience and benefit of themselves, their heirs, successors and assigns.

NOW, THEREFORE, in consideration of the premises and the mutual advantages and benefits which will accrue to Chessare and to their heirs, successors and assigns, Chessare hereby grants unto Werner, their heirs, successors and assigns for so long as this joint driveway shall exist, a right-of-way over the front feet of the first above described real property for such distance from Shakespeare Lane as is necessary for Werner, their heirs, successors, assigns, agents, servants, tenants, visitors, licensees, and all other persons at all times to freely pass and repass on foot or with vehicles, to and from Shakespeare Lane to said property belonging to Werner.
In consideration of the premises and mutual advantages and benefits which will accrue to Werner and to their heirs, successors and assigns, Werner hereby grants unto Chessare, their heirs, successors and assigns for so long as the joint driveway shall exist a right-of-way over the ___________ of the second described property for such distance from Shakespeare Lane as is necessary for Chessare, their heirs, successors, assigns, agents, servants, tenants, visitors, licensees, and all other persons at all times to freely pass and repass on foot or with vehicles, to and from said Shakespeare Lane to said property belonging to Chessare.

The parties hereto future agree that the driveway shall remain free and unobstructed and will not be used in such a manner as will interfere with the use thereof by the other party, their heirs, successors, assigns, agents, servants, tenants, visitors or licensees.

The parties further agree that the expense of maintenance and repair of the joint driveway shall be shared equally by the parties hereto and their heirs, successors and assigns.

WITNESSES AS TO:
JOHN B. CHESSARE and
TRACEY A. CHESSARE

[Signatures]

WITNESSES AS TO:
GEORGE J. WERNER and
MARIE JOSE WERNER

[Signatures]

STATE OF OHIO } ss:
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this day of August, 1989 by JOHN B. CHESSARE and TRACEY A. CHESSARE, husband and wife.

NOTARY PUBLIC

MARGARET J. HUTCHINSON
Notary Public, State of Ohio
M. O. Anderson, 7th. Judge
89 374002
STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this ___ day of August, 1989 by GEORGE J. WERNER and MARIE JOSE WERNER, husband and wife.

[Signature]

NOTARY PUBLIC

This instrument prepared by:

David M. Schnorf, Attorney
1800 Ohio Citizens Bank Bldg.
Toledo, OH 43604

MARGARET J. HUTCHINSON
Notary Public, State of Ohio
My Commission Expires Aug. 7, 1992

RECEIVED & RECORDED
AUG 30 1989

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO