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.
DECLARATION OF RESTRICTIONS FOR
COREY WOODS PLAT III

* * * * * *

This declaration, made and entered into by

THE BAILEY REAL ESTATE CORPORATION

an Ohio Corporation, hereinafter referred to as "The Bailey Company" this 12th day of
May, 1961.

WITNESSETH:

WHEREAS, The Bailey Company holds title in fee simple to a certain parcel of
land, situated in Sylvania Township, Lucas County, Ohio, hereinafter referred to as "Corey Woods Plat III" and described as follows:

That part of the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section Twenty-four (24), Town Nine (9) South, Range Six (6) East, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

The North One Hundred Forty-four and Twenty-eight One Hundredths (140.28) feet of the Northeast One-quarter (1/4) of the Southwest one-quarter (1/4) of Section Twenty-four (24) east of the centerline of Corey Road; and the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section Twenty-four (24) except a triangle Southwest of the centerline of Corey Road; and a fractional part of the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section Twenty-four (24) commencing at the intersection of the centerline of Corey Road with the west line of the southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section Twenty-four (24), thence Northwesterly along the centerline of Corey Road Three Hundred Seventy-five (375.25) feet; thence Northeasterly Two Hundred (200) feet to the west line of the Southeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-four (24) thence South Four Hundred Twenty-five and Twenty-five One Hundredths (425.25) feet along the west line of the Southeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-four (24) to the centerline of Corey Road, the point of beginning; all in Town Nine (9) South, Range Six (6) East, Sylvania Township; Lucas County, Ohio, and

WHEREAS, Corey Woods Plat III is a subdivision of said land which has been laid out into lots, which lots are numbered consecutively from One Hundred Sixty-five (165) to Two Hundred Sixty-four (264) both inclusive, with certain streets and ways dedicated to public use and certain restrictions by way of easements for the installation and maintenance of public utility service in accordance with the original plat thereof which is
recorded at page 20, volume 59, of the plat records in the office of the Recorder of Lucas County, Ohio, and

WHEREAS, The Bailey Company and The Ohio Citizens Trust Company, Trustee, desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Corey Woods Plat III, certain easements and rights in, over and to Corey Woods Plat III and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Corey Woods Plat III and do impose hereby certain restrictions on such lots in said Corey Woods Plat III.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Corey Woods Plat III as an architecturally harmonious, artistic and desirable residence district, The Bailey Company, the Owner, for itself, its successors and assigns, hereby declares and stipulates that each lot in said Corey Woods Plat III shall hereafter be conveyed by it and its successors and assigns subject to the restrictions hereinafter set forth.

ARTICLE ONE

Section 1. All lots in Corey Woods Plat III shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling. Said dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

Section 2. No dwelling, attached garage, driveway, basement, swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grade elevations, type, style of architecture, cost, use, and materials of construction thereof, the color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by The Bailey Company and The Ohio Citizens Trust Company, Trustee,
its successors and assigns, and a true copy thereof permanently lodged with The Bailey Company and The Ohio Citizens Trust Company, Trustee. All plans and specifications for such structures must be prepared by a competent architect. No such dwelling, including attached garage, shall be erected, reconstructed, placed or suffered to remain upon said lot, having a cost and fair value (based on 1950 construction costs) exclusive of land, of less than $30,000.00.

In requiring the submission of detailed plans and specifications as herein set forth, The Bailey Company and The Ohio Citizens Trust Company, Trustee, have in mind the development of said Corey Woods Plat III as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, The Bailey Company and The Ohio Citizens Trust Company, Trustee, 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 erected or made and such other matters and considerations as The Bailey Company and The Ohio Citizens Trust Company, Trustee, may deem to be in the interests and benefits of the owners of lots in said Corey Woods Plat III as a whole with reference to said plan of development and any determination made by The Bailey Company and The Ohio Citizens Trust Company, Trustee, in good faith shall be binding upon all parties in interest.

Section 3. No structure or any part thereof shall be erected or maintained on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of said subdivision or nearer to any side line or rear line than shall be determined by The Bailey Company and The Ohio Citizens Trust Company, Trustee, in writing at the time of the approval of the plans and specifications for such structure. 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 III, but only with the written consent of The Bailey Company.

Section 4. No portion of any lot nearer to any street than the building set-back line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, that nothing contained herein shall be construed
to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains or similar ornamental structures for the purpose of beautifying said lot, but shall be construed to prohibit the planting or growing of vegetables and grains thereon. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon such lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind shall be erected, placed or suffered to remain upon said lots, unless and until the written consent of The Bailey Company shall have been first obtained therefor, which consent may specify the type, height, width, color, upkeep and any general conditions pertaining thereto.

Section 5. The Bailey Company and The Ohio Citizens Trust Company, Trustee, reserve the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 6. 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 lot or portion thereof may now or hereafter front or abut.

Section 7. 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 Corey Woods Plat III, 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 Corey Woods Plat III, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8. No portion of any residential lot or structure thereon shall be used or per-
mitted to be used for any business purpose whatsoever, nor shall any noxious, offensive, unhealthy or unreasonably disturbing activity be carried on upon any part of said Corey Woods Plat III, nor shall anything be done thereon which may be or become an annoyance or nuisance in said Corey Woods Plat III. 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 any of said residential lots. 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 any lot or upon or visible from the outside of any dwelling thereon without the consent of The Bailey Company having been first obtained. Section 9. 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 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 III.

Section 10. No clothes, sheets, blankets or other articles shall be hung out or exposed on any such lot, 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. 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 dwelling. 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 11. No trailer, basement, tent, shack, garage, barn, housecar or other temporary shelter shall be maintained or used as a residence, temporarily or permanently, in said Corey Woods Plat III. Any tent, housecar, trailer or other similar housing device, if stored on any said lot, shall be housed within a garage building. No dwelling erected in said Corey Woods Plat III shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within one(1) year follow-
ing the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incidental to construction of approved structures, shall be removed from said lots without the written approval of The Bailey Company and The Ohio Citizens Trust Company, Trustee.

Section 12. 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 13. The Bailey Company and The Ohio Citizens Trust Company, Trustee, jointly and severally reserve and are hereby granted the right in case of any violation or breach of any of the restriction, 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 Ohio Citizens Trust Company, Trustee, and The Bailey Company and/or The Ohio Citizens 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 Ohio Citizens Trust Company, Trustee, 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 acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and The Bailey Company and/or The Ohio Citizens Trust Company, Trustee, shall at any and all times have the right to enforce the same.

Section 14. 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 and The Ohio Citizens Trust Company, Trustee.
Section 15. In all instances where plans and specifications are required to be submitted to and are approved by The Bailey Company and/or The Ohio Citizens Trust Company,Trustee, if subsequent thereto there shall be any variance in the actual construction and location of any dwelling, attached garage, driveway or other structure, fence, wall or hedge, or any change, addition to or alteration therein, any such variance shall be deemed a violation of these restrictions.

Section 16. 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 Ohio Citizens 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 Ohio Citizens Trust Company, Trustee, and approved by the written powers-of-attorney of The Bailey Company and/or The Ohio Citizens Trust Company, Trustee, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than fifty residences in said Corey Woods Flat III, 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 Flat III 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 Ohio Citizens Trust Company, Trustee, 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 Ohio Citizens Trust Company, Trustee, which said assignment shall be recorded in the office of the Record of Deeds, of Lucas County, Ohio.

Section 2. In the event at any future time The Bailey Company is no longer in existence (whether from voluntary or involuntary causes), and has no successors or assigns, then The Ohio Citizens 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 Ohio Citizens 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 Ohio Citizens 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 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 covenants or provision herein contained shall give The Bailey Company and/or The Ohio Citizens 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 Ohio Citizens 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. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land in said Corey Woods Plat III, and
shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Corey Woods Plat III regardless of how or in what manner said interest is acquired.

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 provisions 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 Ohio Citizens Trust Company, Trustee, reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 6 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by either The Bailey Company and/or The Ohio Citizens Trust Company, Trustee, 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 granted by The Bailey Company and The Ohio Citizens Trust Company, Trustee, shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, The Bailey Real Estate Corporation and The Ohio Citizens Trust Company, Trustee, have each caused this Declaration to be signed by their respective officers, all on the day and year first above written.

Signed by The Bailey Real Estate Corporation, by Dean Bailey, President, Paul T. Bailey, Secretary, and The Ohio Citizens Trust Company, Trustee, by William S. Miller, Vice-President and R. W. Phillips, Assistant-Secretary.

Four witnesses, two to each signature.

Acknowledged May 12, 1961 by said Companies, by said officers by authority of their Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 15, 1961 at 10:05 A.M., and recorded in Volume 2009 of Mortgages, page 175.

* * * * *
AMENDMENT AND MODIFICATION OF
DECLARATION OF RESTRICTIONS FOR
COREY WOODS PLAT III

THIS DECLARATION made and entered into by THE BAILEY COMPANY
and THE OHIO CITIZENS TRUST COMPANY, TRUSTEE, this 24th day of August, 1961,
WITH THE

WHEREAS, under the terms of Article Three, Section 5 of the
Declaration of Restrictions for Corey Woods Plat III, a Subdivision in
Sylvania Township, Lucas County, Ohio, as recorded in Volume 209, Page 175,
Lucas County Mortgage Records, the undersigned, THE BAILEY COMPANY, an
Ohio corporation, and THE OHIO CITIZENS TRUST COMPANY, TRUSTEE, an Ohio
corporation, did reserve the right to change, modify, alter or rescind any
of the restrictions and covenants therein contained except those set forth
in Section 6 of Article One thereof, and,

WHEREAS, it is the desire and intention of the undersigned, THE
BAILEY COMPANY and THE OHIO CITIZENS TRUST COMPANY, TRUSTEE, to change and
modify said Declaration of Restrictions to the extent that said Declaration
of Restrictions affects the establishment of building set back lines shown
on the recorded Plat of said Subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned,
to the extent they are authorized and empowered by said Declaration of
Restrictions to do so, do hereby alter and change the building set back
line for Lot number one hundred seventy-seven (177) and the southerly two
and three tenths (2.3) feet of Lot number one hundred seventy-eight (178)
from forty (40) feet as presently recorded to thirty-five (35) feet.

Save and except for the above mentioned change and modification,
said Declaration of Restrictions shall in all other respects remain in
full force and effect.

IN WITNESS WHEREOF, the undersigned, THE BAILEY COMPANY by Dean Bailey, its President, and Louise H. Bruggeman, its Asst. Secretary, and THE OHIO CITIZENS TRUST COMPANY, TRUSTEE, by William S. Miller, its Vice President, and H. O. Lilje, its Asst. Secretary, have each caused this instrument to be signed by their respective officers all on the day and year first above written.

Signed in the presence of:

Ann Ward Cordell

THE BAILEY COMPANY

by Dean Bailey

President

Richard D. Paun

Louise H. Bruggeman

Asst. Secretary

Signed in the presence of:

Aug 24

THE OHIO CITIZENS TRUST COMPANY, TRUSTEE

by William S. Miller

Vice President

Geneva M. B. B.

Asst. Secretary

STATE OF OHIO.

COUNTY OF LUCAS

Before me, a Notary Public in and for said County and State, personally appeared the above named THE BAILEY COMPANY by Dean Bailey, its President, and Louise H. Bruggeman, its Asst. Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Ohio, this 24th day of August, 1961.

Ann Ward Cordell

Notary Public

ANN WARD CORDELL

Notary Public, Lucas County, Ohio
STATE OF OHIO
COUNTY OF LUCAS

Before me, a Notary Public in and for said County and State, personally appeared the above named THE OHIO CITIZENS TRUST COMPANY, TRUSTEE, by William S. Miller, its Vice President, and H. O. Lilje, its Asst. Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Ohio, this 7th day of August, 1961.

__________________________
Notary Public

OLIVE HIBBROOK
Notary Public, Lucas Co.
By Certificate of Office, Aug. 6

RECEIVED and RECORDED at 3:06 P.M.
SEP 1 1961 Gerald J. Collin
\frac{3}{4} 3:06 RECORDER, LUCAS COUNTY, OHIO

This instrument prepared by B. H. Durfee