COREY WOODS
PLAT 4

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DECLARATION of RESTRICTIONS for
COREY WOODS PLAT IV

This declaration, made and entered into by

THE BAILEY REAL ESTATE CORPORATION

an Ohio Corporation, hereinafter referred to as "The Bailey Company", This
28th day of April, 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 IV" and described as follows:

That part of the Southwest 1/4 of the Northwest 1/4 of Section
24, Town 9 South, Range 6 East, Sylvania Township, Lucas
County, Ohio, bounded and described as follows:

Beginning at the Northeast corner of said Southwest 1/4;
thence South 726.10 feet along the East line of said South-
west 1/4 (West line Corey Woods Plat III); thence South-
westerly 200 feet along the Northwesterly line of Corey
Woods Plat III to the centerline of Corey Road; thence
Northwesterly along the centerline of Corey Road a distance
of 945.30 feet; thence along the North line of said South-
west 1/4 (South line of Corey Estates) 620.39 feet to the
point of beginning, and

WHEREAS, The Bailey Company has caused a plat of the above described
land to be prepared, which plat provides for

(1) the subdivision of said land into 12 lots numbered
consecutively from 265 to 276 inclusive,

(2) the dedication to public use of a certain street
and way therein, and

(3) the reservation of certain easements therein for the
installation and maintenance of public utility service.

Such subdivision, when the plat thereof is filed for record, will be known as
Corey Woods Plat IV, 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 IV, 
certain easements and rights in, over and to Corey Woods Plat IV and certain 
restrictions upon the manner of use, improvement and enjoyment of the afore-
mentioned lots in Corey Woods Plat IV and do impose hereby certain restrictions 
on such lots in said Corey Woods Plat IV.

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 design-
nated and to provide a uniform general plan for the improvement, development, 
use, occupancy and enjoyment of said Corey Woods Plat IV 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 IV 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 IV shall be known and described as 
residential lots and hereafter no structure shall be erected on any such resi-
dential 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 thereof, 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 1960 construction costs) exclusive of land, of less than $25,000.00.

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 IV 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 to the interests and benefits of the owners of lots in said Corey Woods Plat IV 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 IV, but only with the written consent of The Bailey Company.

Section 4. No portion of any lot nearer to any street than the building setback 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, driveways, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains or similar ornaments 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 neces-
sary 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 IV,
designated as utility rights-of-way, for the construction, operation and
maintenance of electric lights, telephone and telegraph poles, lines and con-
duits, and for water, gas and sewer lines, and conduits, or any other public
utility facilities, together with the necessary or proper incidents and ap-
purtenances; 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 IV,
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 permitted to be used for any business purpose whatsoever, nor shall
any noxious, offensive, unhealthful or unreasonably disturbing activity be
carried on upon any part of said Corey Woods Plat IV, nor shall anything be
done thereon which may be or become an annoyance or nuisance in said Corey
Woods Plat IV. 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 over-
head 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 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 IV.

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 IV. 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 IV 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 1 year following 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 90 days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident 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 underground 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 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 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 seven residences in said Corey Woods Plat IV, 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 IV 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 2/3rds 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 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 4. 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 jurisdictions, 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 imure 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 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 IV, 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 IV 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 retained 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.

THE BAILEY REAL ESTATE CORPORATION
By Dean Bailey, President
By Paul T. Bailey, Secretary

THE OHIO CITIZENS TRUST COMPANY, TRUSTEE
By William S. Miller, Vice-President
By R. W. Phillip, Assistant-Secretary

Four witnesses, two as to each signature.

Acknowledged April 28th 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 2nd 1961 at 12:19 P.M., and recorded in Volume 2008 of Mortgages, page 19.