COREY WOODS
PLAT 5

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ADOPTION of COREY WOODS PLAT V
and
DECLARATION of RESTRICTIONS THEREFOR

This Declaration, made and entered into by BAILEY DEVELOPMENT CORPORATION, an Ohio Corporation, hereinafter for convenience referred to as "The Bailey Company", this 5th day of December, 1963.

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 277 thru 287 each inclusive,
in COREY WOODS PLAT V, a subdivision in Sylvania Township, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as COREY WOODS PLAT V:

and

WHEREAS, The Bailey Company desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Corey Woods Plat V, certain easements and rights in, over and to Corey Woods Plat V, 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 alteration 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 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, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with The Bailey Company, 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 1963 construction costs) exclusive of land, of less than $25,000.00.

Section 4. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or streetline 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, in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance 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 cocheres, and other similar projections 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 FLAT V, 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 any such lot 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 therefore, 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 a true copy of said plans, specifications and details of said garage shall have been lodged permanently with The Bailey Company, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said lot. 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 lots, or, if not now established, as 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 lots 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 lots 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 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 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 Sections 3 & 4 above, it is hereby provided that if, in the opinion of The Bailey Company, 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 endorsement of the provisions of said sections would work a hardship, The Bailey Company 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 incisions and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any lot or portion thereof 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 COREY WOODS PLAT V, 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 V, 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 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 V.

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 1st to October 1st 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 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 erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by The Bailey Company and the Bailey Company 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 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 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, if subsequent thereto there shall be any variance in the actual construction and location of any 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 The Bailey Company, 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 approved by the written powers of attorney of The Bailey Company, 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 V, 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 V 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 2/3rd's 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 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 which said assignment shall be recorded in the office of the Record of Deeds, of Lucas County, Ohio.

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 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 covenant or provision herein contained shall give The Bailey Company 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 pro-
visions hereof, and The Bailey Company 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 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 V, 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 V, 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. A violation of any of the rules and regulations adopted by The Bailey Company,
or by the Community Association shall be deemed a violation of this Declaration and may be
enjoined as herein provided.

Section 6. The rights, privileges and powers herein retained by The Bailey Company shall
be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the Bailey Development Corporation has caused this Declaration
to be signed by its respective officers, all on the day and year first above written.

Signed by BAILEY DEVELOPMENT CORPORATION, by Dean Bailey, President and by Louise H.
Bruggeman, Asst. Secy.

Two witnesses.

Acknowledged December 9, 1963 by said Corporation by said Officers and by authority
of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record December 10, 1963 at 2:31 P.M., and recorded in Volume 2099 of
Mortgages, page 793.