COREY WOODS
PLAT 6

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
and
RIGHT OF WAY

WHEREAS, Miner H. Hoag, Meyers Deye and Grace A. Deye, hereinafter referred to as the "Owners" are the record owners in fee simple of two (2) parcels of land situated in Sylvania Township, Lucas County, Ohio:

The West ten (10) acres of the South twenty (20) acres of the West one-half (1/2) of the Southeast quarter (1/4) of Section number twenty-four (24), Town nine (9) South, Range six (6) East, subject to legal highways.

AND WHEREAS, the said Miner H. Hoag, Meyers Deye and Grace A. Deye, the owners, desire to create a right of way over and establish restrictions upon the manner of use, improvement and enjoyment, of the above described ten (10) acre tract and to, by this declaration, impose restrictions upon said tract.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof and for the protection of each of the owners' property hereinbefore described and to afford purchasers from the owners due and ample protection in the use and occupancy thereof for the purposes of which the same is designated, and to provide a general plan for the development of said tract of land designed to make said tract of land more attractive for residential purposes, the owners, for themselves, their heirs and assigns, shall hereafter convey parts of said parcel subject to the restrictions and right of way hereinafter set forth:

1. These covenants are to run with the land and shall be binding on the said Miner H. Hoag, Meyers Deye and Grace A. Deye and all persons claiming under them until January 1, 1992, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by a majority of the then owners of said tract it is agreed to change said covenants in whole or in part.
2. If the owners, their heirs or assigns, shall violate any of these covenants herein it shall be lawful for any person or persons owing any part of said tract to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these Covenants by Judgment of Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. Building sites facing Central Avenue and Corey Road shall have not less than the following frontage:
   a) No residence shall be erected fronting on Corey Road upon a site having a frontage of less than One Hundred Sixteen (116) feet;
   b) No residence fronting on Central Avenue upon the West Four Hundred Twenty (420) feet of said tract shall be erected on a site having less than a Two Hundred (200) foot frontage on said Central Avenue;
   c) No residence fronting on Central Avenue upon the East Two Hundred Forty (240) feet of said tract shall be erected on a site having less than One Hundred Twenty (120) feet frontage on said Central Avenue;
   d) No residence fronting on a private way established herein over the North Twenty (20) feet of said tract shall be erected on a site having a frontage of less than One Hundred (100) feet on said private way.

5. All subdivision, parts or plots or portions of the above described tract shall be known and described as residential lots or plots; and no structure shall be erected on any such residential part, plot or portion other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage of not more than three (3) car capacity.

6. No building shall be erected, placed or altered on any building plot or lot on said tract until the building plans specifi-
cations and plot plan showing the location of such building have been approved in writing as to conformity and harmony to external design with existing structures in the said tract and as to location of the building with respect to topography and finished ground elevation, by a committee appointed by the owner or elected by a majority of the owners of lots or plots in said tract. Providing, however, that until such time as said committee is in existence, Minn H. Hoag and John J. Turin and Grace A. Deyo or the survivors, shall constitute such committee and shall so act until a committee of the said plot owners elect such a committee. In the event such committee fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it, then such approval will not be required provided the design and location of the plot conforms to and is in harmony with existing structures in said tract and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to compensation for services performed pursuant to this covenant. Upon the appointment of a new committee hereunder a written instrument shall be executed by the then record owners of a majority of the plots in said tract and duly recorded appointing a representative or representatives, who shall thereafter constitute such committee provided for hereunder.

7. Setbacks of buildings erected on said tract shall be as follows:- From the center line of Corey Road--Seventy (70) feet; on the West Four Hundred Twenty (420) feet of said tract, One Hundred Twelve (112) feet from the center line of Central Avenue; on the East Two Hundred Forty (240) feet of said tract, One Hundred Sixty-Seven (167) feet from the center line of Central Avenue. Said setback requirement to include all parts of residences or buildings including open porches. Residences fronting on a private way over the North Twenty (20) feet of said tract shall be setback not less than Seventy (70) feet from the north line of said tract.
8. No noxious or offensive trade or activity shall be carried on upon any part of said tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn, house car or other out building erected in the tract shall at any time be used as a residence temporarily or permanent, nor shall any structure of a temporary character be used as a residence. No building erected on said tract shall be used as a residence until the exterior thereof has been completed as called for in the plans and specifications thereof.

10. No dwelling shall be erected in which the ground floor area of the main structure, exclusive of one-story open porches and garages, is less than Nine Hundred Sixty (960) square feet in the case of a one-story structure, nor less than Six Hundred Twenty-Four (624) square feet in the case of one and one-half, two or two and one-half story structures.

11. No part of said tract shall be used or occupied for the following purposes: dog, cat or animal hospital, kennel or house for keeping of any animal or fowl or bird which may cause a nuisance, storage of trailers, automobiles, scrap iron, wood, building materials, paper, glass or any reclamation products nor shall said premises be used for any business purposes nor shall any noxious, dangerous or offensive things be permitted or maintained thereon; mercantile, manufacturing, storage, boarding house, rooming house, hotel, public or private hospital infirmary or any use other than for single residence purposes, this restriction shall not prohibit the keeping of not to exceed fifty (50) chickens at least three hundred (300) feet from the center of the road on which said parcels front.

12. No portion of said premises lying between the center of the street or private way upon which the same abuts and the minimum setback line as set forth in Item VII hereof shall be used for any purpose other than that of law, provided, however, this covenant shall not be construed to prohibit walks, drives, trees,
shrubs, shrubbery, ornamental plants, flowers, statuary, fountains, and similar ornamentation nor an ornamental fence or hedge not over four (4) feet in height, but no vegetables or grains shall be grown or suffered to remain thereon.

13. OMITTED.

14. The north Twenty (20) feet of the premises upon which this Declaration of Restrictions are made shall be designated and is hereby created a private way or drive, for the joint benefit, use and enjoyment of the undersigned, their heirs and assigns, and their agents, servants, tenants, visitors, licensees and all other persons for the benefit of the undersigned, their heirs and assigns to freely pass and repass on foot, or in vehicles of any description, to and fro, from Corey Road to the lands of the undersigned, their heirs and assigns, for all lawful purposes necessary, incident or proper to the use and enjoyment of the lands of the undersigned, their heirs or assigns, but not for parking purposes.

In consideration of the premises and of the enhancement in value of said tract hereinbefore described, Estelle B. Hoag, wife of said Miner H. Hoag, Meyers Deye, husband of said Grace A. Deye herewith consents to the restrictions and covenants hereinbefore set forth, and herewith joins with the said Miner H. Hoag and Grace A. Deye in the execution of this Declaration of Restrictions.

Miner H. Hoag
Estelle B. Hoag
Meyers Deye
Grace A. Deye

Received for record July 6, 1946 at 11:21 A.M. and recorded in Volume 1305 of Mortgages, page 71.

By Instrument dated March 27, 1950, received for record October 11, 1954 at 3:27 P.M. and recorded in Volume 1693 of Mortgages, page 496, Helen E. Fallis, John J. Turin and Miner H. Hoag were
designated as the building committee as provided for in subparagraph No. 6 of the above restrictions.

By Instrument dated March 14, 1955, received for record March 14, 1955 at 3:28 P.M. and recorded in Volume 1717 of Mortgages, page 471, the designation of the building committee in Volume 1693 of Mortgages, page 496 above, was amended to provide that Helen E. Fallis, John J. Turin and Joseph R. Hoyt shall constitute said committee.
ADOPTION of COREY WOODS PLAT VI

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 2nd day of May, 1967.

WITNESSETH:

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

Lots Numbers 288 through 295 inclusive in COREY WOODS PLAT VI, in the City of Toledo, Lucas County, Ohio all of which real estate is hereinafter for convenience referred to as Corey Woods Plat VI:

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 VI, certain easements and rights in, over and to Corey Woods Plat VI, 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 declare 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 thereof, 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, 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 specification 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, porte cochere, 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 on lot or part of one, two or more lots delineated on the recorded plat of Corey Woods Plat VI, but only with the written consent of The Bailey Company.

Section 4. 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 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, re-
constructed, 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 5. 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 6. 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 having 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 7. In connection with the provisions contained in Section 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 thereof, or for any other reason satisfactory to it, the endorsement of the provisions of said section 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 8. 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 of said premises may now or hereafter front or abut.
Section 9. 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 VI, 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 VI, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 10. 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 unreasonable 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 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 11. 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 VI.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 eight residences in said Corey Woods Plat VI, 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 VI 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, 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 recorder 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 through 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 provisions 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 VI, and shall be binding upon all person (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Corey Woods Plat VI, 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 and acknowledged in the presence of:

Richard L. Pierson

BAILEY DEVELOPMENT CORPORATION

By Dean Bailey, President

By Louise H. Bruggeman, Asst.Secy.

Acknowledged May 2, 1967 by said Corporation, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record May 1, 1967 and recorded in Volume 2208 of Mortgages, page 461.