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 APPOINTMENT

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


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

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

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

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

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

Accepted by: Corey Woods Property Owners' Association,
Company, by Paul T. Bailey, President, Jefferson Realty Mart, Inc., by Dean Bailey, President.

Acknowledged March 28, 1960 by said Companies, by said officers, as partners in behalf of said partnership, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 31, 1960 at 10:06 A.M., and recorded in Volume 1963 of Mortgages, page 559.
ADOPTION of COREY WOODS

and

DECLARATION of RESTRICTIONS THEREFORE.

This declaration, made and entered into by The Dean Bailey Company, The Paul T. Bailey Company and Jefferson Realty Mart, Inc., d/b/a COREY WOODS ASSOCIATES, a Partnership, this 5 day of May A.D., 1955.

WITNESSETH THAT:

WHEREAS, COREY WOODS ASSOCIATES is the owner of the following described real estate, situated in Sylvania Township, Lucas County, Ohio, viz:

The east 1/2 of the north 60 acres of the west 1/2 of the southeast 1/4 of Section 24, Town 9 South, Range 6 East,
in SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO.

all of which real estate is hereinafter for convenience referred to as "Corey Woods"; and

WHEREAS, COREY WOODS ASSOCIATES 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, certain easements and rights in, over and to Corey Woods, and certain restrictions with respect to the use thereof;

NOW, THEREFORE, COREY WOODS ASSOCIATES, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No building, fence, wall, sign, or other structure shall be erected, or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme, location and grade of such structure, which shall be submitted to COREY WOODS ASSOCIATES, its successors, or assigns, and approval thereof endorsed thereon in writing.

Section 2. No building other than a single family dwelling house, including an attached garage for private use conforming architecturally to the residence, and attached, shall be erected upon any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a single family dwelling house, nor any garage for other than private use.

A porch or porches, conforming architecturally to the residence, may be constructed after plans have been submitted and approval been given, in writing by COREY WOODS ASSOCIATES.
No alterations shall be made in the location, height or exterior design or color of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from COREY WOODS ASSOCIATES. No addition to any residence or garage shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from COREY WOODS ASSOCIATES.

No fence, wall, or hedge shall be erected, permitted or maintained upon any building site, unless written approval has been obtained from COREY WOODS ASSOCIATES, complete plans and specifications therefor showing the nature, kind, shape, height, construction, materials and color scheme of any such fence or wall, as well as the location of such alterations, addition, or fence, wall or hedge on the building site, have been approved by COREY WOODS ASSOCIATES, and a copy of such plans and specifications and grading plan, if requested, have been deposited with COREY WOODS ASSOCIATES, as a permanent record.

Section 3. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in COREY WOODS over or upon which easements for the installation and maintenance of public utilities, the installation and maintenance of a storm sewer are granted.

Section 4. The right is hereby given to any public utility company to go upon the property from time to time to install and maintain its equipment and the further right to trim trees or shrubbery which may interfere with the successful operation of its equipment.

Section 5. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of said lots or any structure erected thereon, without first obtaining the written consent of COREY WOODS ASSOCIATES. The right is reserved by COREY WOODS ASSOCIATES to erect small structures and place signs on any unsold lots or improvements thereon.

Section 6. No animals, rabbits or poultry, nor any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. COREY WOODS ASSOCIATES reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other
household pets, calculated not to become, and not becoming, a nuisance to the
owners or inhabitants of COREY WOODS.

Section 7. 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 7 feet from the
ground. No more than one dryer may be used for each dwelling house. No laun-
dry shall be hung for drying on Sundays or other legal 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.

Section 8. All rubbish and debris, combustible or non-combustible, and all
garbage shall be stored and disposed of in accordance with regulations, if any,
established therefor by COREY WOODS ASSOCIATES.

Section 9. No roadway leading from the street to any private garage shall be
relocated unless plans and specifications therefor have been submitted to and
approved by COREY WOODS ASSOCIATES.

Section 10. No grantee or successor in title shall subdivide or convey less
than the whole of any lot without first obtaining the written consent of COREY
WOODS ASSOCIATES.

Section 11. In all instances where plans and specification are required to be
submitted to and are approved by COREY WOODS ASSOCIATES, if subsequent thereto
there shall be any variance in the actual construction and location of any alter-
ation or addition, fence, wall, hedge, or roadway, any such variance shall be
deemed a violation of these restrictions.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than 30 residences in said
COREY WOODS, COREY WOODS ASSOCIATES may cause to be incorporated a non-profit
corporation under the laws of the State of Ohio, to be called the "Corey Woods
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 therein, and each such owner, including COREY WOODS ASSOCIATES, 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. COREY WOODS ASSOCIATES, in its discretion, 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 COREY WOODS ASSOCIATES, 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 COREY WOODS ASSOCIATES, 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 COREY WOODS ASSOCIATES, 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 of provision herein contained shall give COREY WOODS ASSOCIATES, 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 theron contrary to the intent and meaning of the provisions hereof, and COREY WOODS ASSOCIATES, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by COREY WOODS ASSOCIATES, its successors or assigns, or by the Association.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or in any way reduce
the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Before the formation of any Community Association, as hereinabove in Article Two provided, for COREY WOODS ASSOCIATES, or its successors or assigns, shall have the right to change, or modify the restrictions and covenants herein contained (except Section 3 of Article One hereof) by first obtaining the consent of the owners of 2/3rds of all the lots herein described.

Section 6. The Community Association may, at any time within 5 years from the date of its formation, change, modify or rescind any of the foregoing restrictions (except Section 3 of Article One hereof) by first obtaining the consent of COREY WOODS ASSOCIATES to do so and the consent of 2/3rds of its members evidenced by an instrument in writing signed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Lucas County, Ohio; and the foregoing restrictions may be changed, modified or rescinded at any time after 5 years from the date of formation of said Community Association by an instrument in writing signed and acknowledged by 2/3rds of its members and recorded as aforesaid.

Section 7. A violation of any of the rules and regulations adopted by COREY WOODS ASSOCIATES, or by the Community Association acquiring the rights and benefits of COREY WOODS ASSOCIATES, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein retained by COREY WOODS ASSOCIATES shall be assignable to, and shall inure to the benefit of its successors and assigns.
Company, by Paul T. Bailey, President, Jefferson Realty Mart, Inc., by Dean Bailey, President.

Acknowledged March 28, 1960 by said Companies, by said officers, as partners in behalf of said partnership, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 31, 1960 at 10:08 A.M., and recorded in Volume 1863 of Mortgages, page 559.
DECLARATION OF APPOINTMENT

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


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

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

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

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

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

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