HAWTHORNE HILLS
(LOTS 28, 29, 31, 34 THRU 176, AND 181 THRU 185)

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ADOPTION OF "HAWTHORNE HILLS"
and
DECLARATION OF RESTRICTIONS THEREFOR.

This Declaration, made and entered into by Bailey Development Corporation, this 4th day of June 1970.

WITNESSETH THAT:

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

Lots Numbers 28, 29, 31, 34, thru 71, and 101 thru 125, all of which real estate is hereinafter for convenience referred to as "Hawthorne Hills".

WHEREAS, Bailey Development Corporation desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Hawthorne Hills, certain covenants, and rights, in, over and to Hawthorne Hills, and certain restrictions with respect to the use thereof,

NOW, THEREFORE, Bailey Development Corporation as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No structure of any addition thereof or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the site, location, type, style of architecture, use, the materials of construction thereof, and the color scheme therefore, the grading plan of the lot, including the grade elevations of said structure, the plot plan showing the proposed location of said structure upon said premises and the plans, specifications and details of said structure shall have been approved in writing by Bailey Development Corporation, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Bailey Development Corporation, and no structure except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.
Section 1. No structure shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line 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 Bailey Development Corporation, in writing at the time of the approval of the plans and specifications for said structure. This restriction as to the distance at which said structure shall be placed from the front, side and rear lines of said premises shall apply to and include overhangs, porches, verandas, porte-cochere, and other similar projections of said structure. The parcel of land upon which a structure 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 Hawthorne Hills, but only with the written consent of Bailey Development Corporation.

Section 2. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by Bailey Development Corporation in writing at the time of the approval of the plans and specifications for said structure. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Bailey Development Corporation. Complete specifications for construction of driveway shall be submitted to Bailey Development Corporation and its approval thereof endorsed therein in writing.

Section 4. No portion of the herein 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 law-enforcement basin contained however, shall be constructed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or 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 Bailey Development Corporation shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 5. Bailey Development Corporation reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone lines and conduits, and for water, gas, sewer and steam lines and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 6. Bailey Development Corporation 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 Hawthorne Hills designed as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone 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 Hawthorne Hills, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

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.

Section 8. Bailey Development Corporation reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan.
Section 9. 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 structure. Additional regulations for the storage, maintenance and disposal of rubbish, debris, and garbage may, from time to time, be established by Bailey Development Corporation.

Section 10. No pole, or overhanging or exposed wires, whether for use in connection with radio, telephones, electric light or any other purpose shall be installed, erected, placed or suffered to remain upon said premises. No advertising sign, whether fixed to window, structure, or sign, billboard or other advertising device, whether for the purpose of advertising goods, services or entertainment, or advertising the sale of said premises or otherwise shall be erected, placed, displayed or suffered to remain upon said premises without the approval and consent of Bailey Development Corporation having been obtained and granted in writing. Bailey Development Corporation reserves the right to place signs on any unsold lots.

Section 11. Bailey Development Corporation reserves and hereby grants 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 eject 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 Bailey Development Corporation, and Bailey Development Corporation shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Bailey Development Corporation 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 Bailey Development Corporation shall at any and all times have the right to enforce the same.

Section 12. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Bailey Development Corporation.

Section 13. In all instances where plans and specifications are required,
to be submitted to and are approved by Bailey Development Corporation. If subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

Section 14. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Bailey Development Corporation, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Bailey Development Corporation, and approved by the written power of attorney of Bailey Development Corporation as then recorded in the Records of Lucas County, Ohio, shall be sufficient.
ARTICLE FIRST

Section 1. Upon the completion and sale of not less than seventy-five structures in said Hawthorne Hills, Bailey Development Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Hawthorne Hills 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 Bailey Development Corporation, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or its; 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 2/3'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 owners of said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Bailey Development Corporation by an instrument in writing, in the nature of an assignment, vests the Association, if and when formed, with the rights, privileges and powers herein retained by the said Bailey Development Corporation, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.

ARTICLE THIRD

Section 1. Each grantee of Bailey Development Corporation, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments, and the jurisdiction, rights, and powers of Bailey Development Corporation, created or reserved by this Declaration or by plat or deed restrictions herebefore recorded, and all assessments, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all
bind every owner of any interest therein, and leave to the benefit of
such owner, in like manner though the provisions of this Declaration
were reckoned and stipulated at length in each and every deed of con-
veyance, the violation of any restriction or condition, or the breach
of any covenant or provision herein contained shall give Bailey Devel-
opment Corporation or its successors or assigns, or the Association, the
right (a) to enter upon the land upon which or as to which, such viola-
tion or breach exists, and to summary obtain and remove, at the expense
of the owner of said lot or lots any structure, thing or condition that may
exist therein contrary to the intent and meaning of the provisions herein,
and Bailey Development Corporation 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. 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 herea
after executed, encumbering any of the real property herein described,
and upon said restrictions, covenants, conditions, agreements or other
provisions shall supercede 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 restric-
tions, covenants, conditions, agreements and other provisions of this
Declaration.
Section 3. No restrictions imposed hereby shall be accepted or waived
by any failure to enforce the provisions herein, 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 3. Bailey Development Corporation reserves the right to change, modify, alter or violate any of the restrictions and covenants herein contained, except those set forth in Section 3 of Article one hereof.

Section 4. A violation of any of the rules and regulations adopted by Bailey Development Corporation or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 5. The rights, privileges and powers herein retained by Bailey Development Corporation shall be assignable to, and shall inure to the benefit of their successors and assigns.

In Witness Whereof, Bailey Development Corporation has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

Witnessee:

Louis H. Chappell

William F. Bailey

The State of Ohio

County of Lucas

Before me, a Notary Public, in and for said County, personally appeared:

Dean Bailey, President; and Dorothy F. Bailey, Secretary

of said

BAILEY DEVELOPMENT CORPORATION

who acknowledged that they did sign said instrument as President and Secretary of said Bailey Development Corporation, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said Dean Bailey and Dorothy F. Bailey as such officers and the voluntary act and deed of said corporation for the use and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 4th day of June, 1970.

This instrument was prepared by Dean Bailey

LOUISE H. SHUGSTAFF

Notary Public, Lucas County, Ohio

Received for record

Recorded in Volume

Page

RECEIVED & RECORDED
JUNE 2, 1970
GERALD J. CULLEN
Notary Public, Lucas County, Ohio

900
DISCLAIMER AND RENUNCIATION OF CERTAIN RIGHTS
UNDER DECLARATION OF RESTRICTIONS
FOR HAWTHORNE HILLS

Bailey Development Corporation, an Ohio corporation (hereafter "Bailey") is the assignee of all rights, privileges, and powers under the Declaration of Restrictions for Hawthorne Hills, (hereinafter the "Declaration of Restrictions") which Declaration of Restrictions was recorded in Volume 2319 of Mortgages, Page 177 Lucas County, Ohio, by virtue of a certain instrument entitled Adoption of "Hawthorne Hills" and Declaration of Restrictions Therefor dated June 4, 1970.

RECITALS: WHEREAS,

A. Pursuant to the Declaration of Restrictions, at Section 5 of ARTICLE THREE, there is a reservation of "... the right to change, modify, alter, or rescind any of the restrictions and covenants herein contained, except those set forth in Section 5 of Article One."

B. Bailey, as the assignee of all rights, privileges, and powers under the Declaration of Restrictions, desires to disclaim and renounce any such reserved rights.

C. Pursuant to the Declaration of Restrictions, at Section 7 of ARTICLE THREE, "The rights, privileges and powers herein retained by Bailey Development Corporation shall be assignable to, and shall inure to the benefit of their successors and assigns.

D. Bailey intends that Bailey Development Company, as grantee shall have standing to, and the right to, enforce the rights, benefits, privileges, and restrictions, running with the land and inuring to the benefit of said Bailey Development Company, as provided at Section 7 of ARTICLE THREE of the Declaration of Restrictions.

NOW, THEREFORE, Bailey, in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in consideration of the mutual benefits to be provided to Bailey Development Company, does hereby agree as follows:

1. The above recitals are incorporated herein by reference and made a part of this instrument.

2. Bailey hereby irrevocably disclaims and renounces the provisions of Section 5 of ARTICLE THREE of the Declaration of Restrictions which reserve the right to change, modify, alter, or rescind any of the restrictions and covenants therein contained.

3. The provisions of this instrument are binding upon the undersigned, its heirs, successors, and assigns and shall inure to the benefit of the Bailey Development Company, their heirs, successors, and assigns, and shall run with the real property affected thereby.

IN WITNESS WHEREOF, Bailey Development Corporation, has caused this Agreement to be signed in multiple copies, each to constitute an original, on this day of October, 1981.

WITNESSED:

James E. N. Lentz

BAILEY DEVELOPMENT CORPORATION

By: ____________________________

87 2254B04
DISCLAIMER AND RENUNCIATION OF CERTAIN RIGHTS
UNDER DECLARATION OF RESTRICTIONS
FOR HAWTHORNE HILLS

Bailey Development Corporation, an Ohio corporation (hereafter "Bailey") is the assignee of all rights, privileges, and powers under the Declaration of Restrictions for Hawthorne Hills, (hereinafter the "Declaration of Restrictions") which Declaration of Restrictions was recorded in Volume 2319 of Mortgages, Page 170, Lucas County, Ohio, by virtue of a certain instrument entitled Adoption of "Hawthorne Hills" and Declaration of Restrictions Therefor dated June 4, 1970.

RECEITALS: WHEREAS,

A. Pursuant to the Declaration of Restrictions, at Section 5 of ARTICLE THREE, there is a reservation of "... the right to change, modify, alter, or rescind any of the restrictions and covenants herein contained, except those set forth in Section 5 of Article One."

B. Bailey, as the assignee of all rights, privileges, and powers under the Declaration of Restrictions, desires to disclaim and renounce any such reserved rights.

C. Pursuant to the Declaration of Restrictions, at Section 7 of ARTICLE THREE, "The rights, privileges and powers herein retained by Bailey Development Corporation shall be assignable to and shall inure to the benefit of their successors and assigns."

D. Bailey intends that Bailey Development Company, as grantee shall have standing to, and the right to, enforce the rights, benefits, privileges, and restrictions, running with the land and inuring to the benefit of said Bailey Development Company, as provided at Section 7 of ARTICLE THREE of the Declaration of Restrictions.

NOW, THEREFORE, Bailey, in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in consideration of the mutual benefits to be provided to Bailey Development Company, does hereby agree as follows:

1. The above recitals are incorporated herein by reference and made a part of this instrument.

2. Bailey hereby irrevocably disclaims and renounces the provisions of Section 5 of ARTICLE THREE of the Declaration of Restrictions which reserve the right to change, modify, alter, or rescind any of the restrictions and covenants therein contained.

3. The provisions of this instrument are binding upon the undersigned, its heirs, successors, and assigns and shall inure to the benefit of the Bailey Development Company, their heirs, successors, and assigns, and shall run with the real property affected thereby.

IN WITNESS WHEREOF, Bailey Development Corporation has caused this Agreement to be signed in multiple copies, each to constitute an original, on this ______ day of ______, 1982.

WITNESSED: ____________________________

BAILEY DEVELOPMENT CORPORATION

By: ____________________________
Bailey Development Corporation, an Ohio corporation (hereafter "Bailey") is the assignee of all rights, privileges, and powers under the Declaration of Restrictions for Hawthorne Hills, (hereinafter the "Declaration of Restrictions") which Declaration of Restrictions was recorded in Volume 2319 of Mortgages, Page 185, Lucas County, Ohio, by virtue of a certain instrument entitled Adoption of "Hawthorne Hills" and Declaration of Restrictions therefor dated June 4, 1970.

RECITALS: WHEREAS,

A. Pursuant to the Declaration of Restrictions, at Section 5 of ARTICLE THREE, there is a reservation of "... the right to change, modify, alter, or rescind any of the restrictions and covenants herein contained, except those set forth in Section 5 of Article One."

B. Bailey, as the assignee of all rights, privileges, and powers under the Declaration of Restrictions, desires to disclaim and renounce any such reserved rights.

C. Pursuant to the Declaration of Restrictions, at Section 7 of ARTICLE THREE, "The rights, privileges and powers herein retained by Bailey Development Corporation shall be assignable to and shall inure to the benefit of their successors and assigns."

D. Bailey intends that Bailey Development Company, as assignee shall have standing to, and the right to, enforce the rights, benefits, privileges, and restrictions, running with the land and inuring to the benefit of said Bailey Development Company, as provided at Section 7 of ARTICLE THREE of the Declaration of Restrictions.

NOW, THEREFORE, Bailey, in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in consideration of the mutual benefits to be provided to Bailey Development Company, does hereby agree as follows:

1. The above recitals are incorporated herein by reference and made a part of this instrument.

2. Bailey hereby irrevocably disclaims and renounces the provisions of Section 5 of ARTICLE THREE of the Declaration of Restrictions which reserve the right to change, modify, alter, or rescind any of the restrictions and covenants therein contained.

3. The provisions of this instrument are binding upon the undersigned, its heirs, successors, and assigns and shall inure to the benefit of the Bailey Development Company, their heirs, successors, and assigns, and shall run with the real property affected thereby.

IN WITNESS WHEREOF, Bailey Development Corporation, has caused this Agreement to be signed in multiple copies, each to constitute an original, on this 16th day of December, 1981.

WITNESSED: BAILEY DEVELOPMENT CORPORATION

By: [Signature]

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