HAWTHORNE HILLS
(LOTS "A" and "B" and Lots 1-27 inc., 33, 34, 177, 178, 179 and 180)

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.
ADOPTION OF "HAZELDENE 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 "A" and "Y", and Lots Numbers One (1) thru Twenty-seven (27) inclusive, Thirty (30) Thirty-Three (33), Thirty-four (34), One Hundred Seventy-Seven (177), One Hundred Seventy-eight (178), One Hundred Seventy-nine (179) and One Hundred Eighty (180), all of which real estate is hereinafter for convenience referred to as "Hazeldeene Hills",

and

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 Hazeldeene Hills, certain easements and rights in, over and to Hazeldeene 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 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 and location of such structure, which shall be submitted to Bailey Development Corporation, its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. No alterations shall be made in the location, height, or exterior design 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 Bailey Development Corporation. No additions to any buildings shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from Bailey Development Corporation.
No fence, wall, hedge or parking lot shall be constructed, erected, permitted or maintained upon any building site, unless written approval has been obtained from Bailey Development Corporation, complete plans and specifications therefore showing the nature, kind, shape, height, construction, materials and color scheme of any such fence, wall or parking lot, as well as to the location of such alterations, additions, or fence, wall hedge or parking lot on the building site as have been approved in writing by Bailey Development Corporation as a permanent record.

Section 3. No gas station shall be erected or maintained upon any of the lots herein described except lots numbers 36 and 37.

Section 4. A landscaping plan shall be submitted for approval, in writing, prior to start of construction. Said landscaping shall have been installed and completed within six months from date of occupancy of the building built thereon.

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 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 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, designated 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 pole, or overhead or exposed wires, whether for use in connection with radio, telephone, 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 site, 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 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 small structures as approved by Bailey Development Corporation. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Bailey Development Corporation.

ARTICLE 760

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, easements, and the jurisdiction, rights, and powers of Bailey Development Corporation, created or reserved by this Declaration or by plat or deed restrictions hereafter 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 as 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 Bailey Development
Corporation or their successors or assigns, 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 therein contrary to the intent and meaning of the provi-
sions hereof and Bailey Development Corporation 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 Bailey Development Cor-
poration, its successors or assigns.

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 prop-
erty herein described, and none of said restrictions, covenants, con-
ditions, 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 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 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
Bailey Development Corporation shall be deemed a violation of this
Declaration and may be enjoined as herein provided.

The rights, privileges and powers given Bailey Development
Corporation shall be assignable to and shall inure to the benefit of
of its successors or assigns.

Section 6. 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 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 THIRD

Section 1. Upon the completion and/or sale of not less than forty 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 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 2/3s 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, 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 Bailey Development Corporation which said assignment shall be recorded in the office of the recorder of Deeds, of Lucas County, Ohio.
ARTICLE FOUR

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, easements, and the jurisdiction, rights and powers of Bailey Development Corporation and the Association, created or reserved by this Declaration or by a plat of 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 Bailey Development Corporation or its successors or assigns of 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 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. The several restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Hawthorne Hills 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 Hawthorne Hills, 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 be total and shall not affect the validity of the remaining provisions of this Declaration or any other restriction or provisions hereof.
vision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 3. 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.

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.

Witnesses:

Dean Bailey

Dorothy F. Bailey

BAILEY DEVELOPMENT CORPORATION

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 uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 6th day of June, 1970.

This instrument was

prepared by Dean Bailey

Notary Public, Lucas County, Ohio

RECEIVED & RECORDED
JUN 5 1970
GERALD J. CULLEN
RECORDER, Lucas County, Ohio
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 14th day of December, 1987.

WITNESSED:

Bailey Development Corporation

By:

James A. Swift

87 2254B04
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.

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 15th day of August, 1987.

WITNESSED:

[Signature]

BAILEY DEVELOPMENT CORPORATION

[Signature]
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 2 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, its 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 14th day of December, 1984.

WITNESSED:           BAILEY DEVELOPMENT CORPORATION

By: 

[Signature]

Date: 14th December, 1984

87 2254B08