LINDEN HILLS
PLAT 1
(FKA INVERWEST)

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 "LINDEN HILLS, PLAT I"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Bailey Development Corporation, this 25th day of May, 1982.

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 Numbered 7 through 98, all of which real estate is hereinafter for convenience referred to as "Linden 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 Linden Hills, certain easements, and rights, in, over and to Linden Hills, and certain restrictions with respect to the use thereof,

§ 1. 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 structures or any additions thereto or any alterations 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, and the color scheme thereof, the grading plan of the lot, including the grade elevations of said structures, the plot plan showing the proposed location of said structures upon said premises and the plans, specifications and details of said structures 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 structures except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. 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
Section 2. (Cont'd) 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, portes 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 Linden Hills, but only with the written consent of Bailey Development Corporation.

Section 3. The location and type of paving material 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 thereon in writing.

Section 4. 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 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 ornamentation, 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, sign or other structure 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 having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, material, 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 pipes and conduits or any other public utilities facilities, together with the necessary or proper
Section 5. (Cont'd) Incidents and appurtenances, in, through, under and/or upon any and 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 Linden 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, or cablevision, 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 Linden Hills, over or upon which easements for the installation and maintenance of public utilities and storm and sanitary 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, and only when hung upon a rotary type clothes line.

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 a 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, tower, disc, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light, television, or any other purpose shall be installed, erected, placed or suffered to remain upon said premises without the written consent of Bailey Development Corporation.

Section 11. All signs displayed in Linden Hills, whether they are used to indicate the architect, owner, tenant, or the builder, or the sale or lease of the property, shall not be displayed on or in the property until the plans and specifications for such signs have been approved in writing by Bailey Development Corporation, and conform with the signage that has been established for Linden Hills, a copy of such signage being on file in the corporate office of Bailey Development Corporation.
Section 11. (Cont'd) All mail boxes, whether a single box or multiple, shall not be located on the premises until such mail boxes have been approved in writing by Bailey Development Corporation and conform with the Linden Hills plans and specifications for mail boxes, on file in the corporate offices of said corporation.

Section 12. Bailey Development Corporation 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 exists 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 therefor 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 13. 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 14. 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 15. 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 powers of attorney of Bailey Development Corporation as then recorded in the Records of Lucas County, Ohio, shall be sufficient.
ARTICLE TWO

Section 1. Upon the completion of not less than seventy-five structures in said Linden 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 "Linden 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 2/3 rds 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 THREE

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 heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all 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 and/or the Association, the right (a) to enter upon the land upon which or as to which, such violation or breach exists, and to
Section 1. (Cont'd) 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 provision 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. 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 hereinafter 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 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 Bailey Development Corporation or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. 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.

Witnesses:


BAILEY DEVELOPMENT CORPORATION

By

Dean Bailey, President

By

Dorothy Bailey, Secretary

The State of Ohio
County of Lucas ss.

Before me, a Notary Public, in and for said County, personally appeared Dean Bailey, President and Dorothy 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 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 30th day of June, 1982.

Notary Public, Lucas County, Ohio

This instrument was prepared by: Dean Bailey

RECEIVED & RECORDED
JUN - 2 1982 316 Pm

SANDY ISNENBERG
RECORDED LUCAS COUNTY, OHIO

82 348C12
AMENDMENT
OF
PLAT OF LINDEN HILLS PLAT I

The undersigned, being the owners of all
of the lots in the Plat of Linden Hills Plat I, a Subdivision in the
City of Toledo, Lucas County, Ohio, which Plat was filed for record on
June 2, 1982 in Volume 97 of Plats, pages 20 and 21 in the records of
Lucas County, Ohio, hereby consent to the changing of the name of said
Plat to "InverWest."

IN WITNESS WHEREOF, we have hereunto set our hands as herein
below indicated.

Signed in the presence of:

(as to InverWest Development Co.)

Will Dilley

InverWest Development Co., a
Colorado limited partnership
(successor to Linden Hills
Development Corp.)

By: J. H. K. Bader, President
(as to Lots 7, 8, 10, 11, 12, 13,
thru 27 each inclusive, 29,
thru 32 each inclusive, 34,
thru 44 each inclusive, 46,
thru 54 each inclusive, 56,
thru 59 each inclusive, 62,
thru 66, each inclusive, 70, 71,
72, 75, 78, 79, 80, 81, 84 through
88 inclusive, 90, 91, 93 and 95,
through 98 inclusive)

(as to Swan Ventures, Ltd.)

Jerry England

Swan Ventures, Inc.
(By: William D. Whitehurst, V.P.
(As to Lot 13)

88 503A08

10326
STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 6th day of April, 1985, by David W. Warren, the President of Inverwest Development Co., a Colorado limited partnership, on behalf of the partnership.

My Commission expires May 29, 1989

STATE OF COLORADO
COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of April, 1985, by Lawrence M. Smith, the President of Swan Ventures, Ltd., a Colorado Limited Partnership, on behalf of said Corporation.

My Commission expires May 29, 1989

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 6th day of April, 1985, by Gerald D. Duff, the President of Ensign Construction Company, a Colorado Corporation, on behalf of said Corporation.

My Commission expires May 7, 1989

88 503410
STATE OF OHIO  )  
COUNTY OF LUCAS  )  SS.  

The foregoing instrument was acknowledged before me this __________ day of __________, 1988, by ______________, the __________________ of __________ Corporation, a ______________, on behalf of said corporation.

Mary B. Lyden  
Notary Public, State of Ohio  
My Commission Expires Jan. 7, 1993

STATE OF OHIO  )  
COUNTY OF LUCAS  )  SS.  

The foregoing instrument was acknowledged before me this __________ day of __________, 1988, by ______________, the __________________ of __________ Corporation, a ______________, on behalf of said corporation.

Mary B. Lyden  
Notary Public, State of Ohio  
My Commission Expires Jan. 7, 1993

STATE OF OHIO  )  
COUNTY OF LUCAS  )  SS.  

The foregoing instrument was acknowledged before me this __________ day of __________, 1988, by ______________.

Mary B. Lyden  
Notary Public, State of Ohio  
My Commission Expires Jan. 7, 1993

This instrument prepared by:
Paul M. Kraus, Esq.  
Marshall & Melhorn  
Four SeaGate, Eighth Floor  
Toledo, OH 43604

RECEIVED & RECORDED  
APR 27 1988 8 15 AM  
BILL COWELLAND  
RECORDE, LUCAS COUNTY, OHIO

88 503411