SUNNYBROOK FARMS

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ADOPTION OF "SUNNYBROOK FARMS"

and

DECLARATION of RESTRICTIONS THEREFOR

This Declaration, made and entered into by BAILEY DEVELOPMENT CORPORATION, an Ohio Corporation, this 27th day of November 1973.

WITNESSETH:

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

Lots Number One (1) through Thirty-seven (37) inclusive in SUNNYBROOK FARMS, a Subdivision in the City of Toledo, Lucas County, Ohio, all of which real estate is hereinafter for convenience, referred to as "Sunnybrook Farms".

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 Sunnybrook Farms, certain easements and rights in, over and to Sunnybrook Farms, 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 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 therefor, 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 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 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 Bailey Development Corporation, in writing at the time of the approval of the plans and specifications 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, portes 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 one lot or part of one, two or more lots delineated on the recorded plat of Sunnybrook Farms, but only with the written consent of Bailey Development Corporation.

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 by Bailey Development Corporation, and a true copy of said
plans, specifications, and details of said garage shall have been lodged permanently with Bailey Development Corporation, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, 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 Bailey Development Corporation 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 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 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 therein 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 mailbox or any 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 kind, for any purposes, 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 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 Bailey Development Corporation by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said section would work a hardship, Bailey Development Corporation 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 Development Corporation 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 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 Sunnybrook Farms, 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 Sunnybrook Farms, 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, and 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 unreasonably 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 or visible from the outside of said dwelling without the consent of Bailey Development Corporation first having been obtained. The right is reserved by Bailey Development Corporation to erect small structures and place signs on any unsold lot or improvements thereon.

Section 11. No animals, rabbits or poultry, of 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 Development Corporation 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 Sunnybrook Farms.
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 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 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 dwelling. 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.

Section 15. The 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 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 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 Bailey Development Corporation.

Section 17. 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 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 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 and sale of not less than twenty residences in said Sunnybrook Farms, the Bailey Development Corporation may cause to be incorporated a non-profit corporation under the State of Ohio, to be called "Sunnybrook Farms 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 2/3rds 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 part of said property shall at all times be maintained subject to such rules and regulations.

Section 3. The 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 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 and the association created or reserved by this Declaration or by Plat or Deed restrictions hereto 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 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 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 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 Sunnybrook Farms, 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 Sunnybrook Farms, 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 provisions, 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 6. The rights, privileges and powers herein retained by Bailey Development Corporation shall be assignable to, and shall inure to the benefit of its 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.

BAILEY DEVELOPMENT CORPORATION

Witness:

By
Dean Bailey, President

By
Dorothy F. Bailey, Secretary

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 27th day of November, 1973.

______________________________

Received for record November 29, 1973 at 10:41 A.M. and recorded in Volume 2770 of Mortgages, page 234.
AMENDMENTS TO DECLARATION OF RESTRICTIONS
FOR
SUNNYBROOK FARMS

WITNESSETH:

WHEREAS, Bailey Development Corporation executed on the 27th day of November, 1973, a Declaration of Restrictions for Sunnybrook Farms, a Subdivision in the City of Toledo, Lucas County, Ohio, and

WHEREAS, said Restrictions were recorded on the 29th day of November, 1973, in the Lucas County, Ohio, Recorder's Office, Mortgage Records, Volume 2770, Page 234, and

WHEREAS, Bailey Development Corporation has caused to be incorporated a nonprofit Ohio corporation known as the Sunnybrook Farms Property Owners Association, and

WHEREAS, the Sunnybrook Farms Property Owners Association has adopted several amendments to the Declaration of Restrictions,

NOW, THEREFORE, the following shall be made part of the public record.

1. On the 20th day of June, 1978, the Sunnybrook Farms Property Owners Association adopted by a two-thirds affirmative vote of the Association members, the following amendment:

"Section 19 is hereby added to Article One as follows: No boat, boat trailer, house trailer, motor home, truck, or other recreational vehicle of any type shall be parked, kept, or stored on any lot in Sunnybrook Farms unless completely within the closed garage. Notwithstanding this provision, house trailers, motor homes, or other recreational vehicles may be temporarily parked in a driveway for loading and unloading purposes for not more than 48 hours in any calendar week. The Board of Trustees of the Subdivision shall be authorized but not required to extend the period for temporary parking of said house trailers, motor homes, or other recreational vehicles, upon written request being made by the property owner to the Board of Trustees."

2. On the 10th day of November, 1978, the Sunnybrook Farms Property Owners Association adopted by a two-thirds affirmative vote of the Association members, the following amendment:

"The following language shall be added to Section 10, Article One as follows: Exterior television and radio towers and exterior television and radio antennas shall be allowed for a period not to exceed 5 years subsequent to the availability of cablevision for the subdivision."

IN WITNESS WHEREOF, Sunnybrook Farms Property Owners Association, a nonprofit Ohio Corporation has caused the above amendments to the Declaration of Restrictions to be signed by its President and Secretary by authority of its Board of Trustees on the 1st day of December, 1978.
SUNNYBROOK FARMS PROPERTY OWNERS ASSOCIATION
A Nonprofit Ohio Corporation

By James T. Thornton, President

Two witnesses. By Dale R. Kollins, Secretary

Sworn and subscribed to December 1, 1978 before a Notary Public, Lucas County, State of Ohio (Seal.)

Received for record December 13, 1978 at 3:04 P.M. in Mortgage Record 78-1533DO8, Lucas County, Ohio Records.
AMENDMENTS TO DECLARATION OF RESTRICTIONS
FOR
SUNNYBROOK FARMS

WITNESSETH:

WHEREAS, BAILEY DEVELOPMENT CORPORATION executed on the 27th day of November, 1973 a Declaration of Restrictions for SUNNYBROOK FARMS, a Subdivision in the City of Toledo, Lucas County, Ohio; and

WHEREAS, said restrictions were recorded on the 29th day of November, 1973 in the Lucas County, Ohio Recorder's Office, Mortgage Records Volume 2770, Page 234; and

WHEREAS, BAILEY DEVELOPMENT CORPORATION has caused to be incorporated a non-profit Ohio corporation known as the SUNNYBROOK FARMS PROPERTY OWNERS ASSOCIATION; and

WHEREAS, an Amendment to the Declaration of Restrictions were signed on the 1st day of December, 1978 and recorded on the 13th day of December, 1978 in the Lucas County, Ohio Recorder's Office, Reference No. 781533008; and

WHEREAS, the SUNNYBROOK FARMS PROPERTY OWNERS ASSOCIATION has adopted several additional amendments to the Declaration of Restrictions.

NOW, THEREFORE, the following shall become a part of the public record.

On the 20th day of November, 1986 the SUNNYBROOK FARMS PROPERTY OWNERS ASSOCIATION adopted by a two-thirds (2/3) affirmative vote of the Association members, the following amendments:

A. The following language "and no mailbox" shall be deleted from Article One, Section 6 of the Declaration of Restrictions dated the 27th day of November, 1973.

B. The following language "whether for the purpose of advertising the sale of said premises or otherwise" shall be deleted from Article One, Section 10 of the Declaration of Restrictions dated the 27th day of November, 1973.

C. The following sentence "For the purpose of advertising the sale of said premises, a traditional size and type sign is permissible." shall be added to Article One, Section 10 of the Declaration of Restrictions dated the 27th day of November, 1973.

D. The following language "Exterior television and radio towers and exterior television and radio antennas shall be allowed for a period not to exceed five (5) years subsequent to the availability of cablevision for the subdivision." shall be deleted from the Amendments to the Declaration of Restrictions dated the 1st day of December, 1978.

E. The following language "Exterior television and radio towers and exterior television and radio antennas shall be allowed if consistsed in configuration with the existing towers and antennas. No satellite dishes in excess of twenty-four (24") inches in diameter shall be allowed." shall be added to Article One, Section 10 of the Declaration of Restrictions dated the 27th day of November, 1973.

IN WITNESS WHEREOF, SUNNYBROOK FARMS PROPERTY OWNERS ASSOCIATION, a non-profit Ohio corporation, has caused the above amendments to the Declaration of Restrictions to be signed by its President and Secretary by authority of its trustees on the 1st day of July, 1987.

Witnessed By:

[Signatures]

[Seal]

This instrument prepared by:
Wagone, Steinberg, Chinnas & Dorf
Attorneys at Law
By: John Z. Wagone
1445 Airport Highway
Holland, Ohio 43528
Ph: (419) 865-1251

RECEIVED & RECORDED
Jul 16 1987 242 PM
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
87 1346007

NOTARY PUBLIC - STATE OF OHIO
My Comm Expires 11-11-87