SYLVANIA PARK
PLAT III

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SYLVANIA PARK PLAT III

Declaration of Restrictions

WHEREAS, The Title Guarantee & Trust Co. Trustee, an Ohio Corporation is the owner of the following lots in Sylvania Park Plat III, a Subdivision in the City of Toledo, Lucas County, Ohio - - -

Lots numbers one hundred four (104) to one hundred eighteen (118) inclusive, and one hundred twenty (120) to one hundred twenty-eight (128) inclusive

all of which real estate is hereinafter for convenience referred to as "Sylvania Park Plat III", and

WHEREAS, The Title Guarantee & Trust Co. Trustee desires to establish, for its own benefit and for the benefit of all future owners or occupants of all or any part of Sylvania Park Plat III, certain easements and rights in, over and to Sylvania Park Plat III and certain restrictions with respect to the use thereof:

NOW, THEREFORE, Title Guarantee & Trust Co. Trustee 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 structures 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, said Bailey Development Corporation being hereby appointed for that purpose and as hereinafter set forth.

Section 2. No building other than a single or two-family dwelling house, including a garage, with a driveway at least ten (10) feet in width, for private use, conforming architecturally to the residence, shall be erected upon any of said lots or be used for any purpose other than a single-family or two-family dwelling house, nor any garage for other than private use. A porch or porches, conforming architecturally to the residence, may be constructed after plans have been submitted and approval been given, in writing by Bailey Development Corporation. 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 addition to any residence or garage shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from Bailey Development Corporation.

No fence, wall or hedge shall be erected, permitted or maintained upon any building site, unless written approval has been obtained from
Bailey Development Corporation, complete plans and specifications thereof showing the nature, kind, shape, height, construction, materials and color scheme of any such fence or wall, as well as to the location of such alterations, additions, or fence, wall or hedge on the building site, have been approved by Bailey Development Corporation as a permanent record.

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

Section 4. No animals, rabbits or poultry, nor any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Bailey Development Corporation reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to become, and not becoming a nuisance to the owners or inhabitants of Sylvania Park Plat III.

Section 5. No roadway leading from the street to any private garage shall be relocated unless plans and specifications therefor have been submitted to and approved by Bailey Development Corporation.

Section 6. In all instances where plans and specifications are required to be submitted to and are approved by Bailey Development Corporation, if subsequent thereto, shall there 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.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than eighteen (18) dwellings in Sylvania Park Plat III, Bailey Development Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Sylvania Park Plat III Property Owners' Association," or a name similar thereto, and upon the formation of such Association, every owner, (meaning a full building site) shall become a member therein, and each such Owner, including 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 parts of said property shall at all times be maintained subject to such rules and regulations.

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

**ARTICLE III**

Section 1. Each Grantee of Title Guarantee & Trust Co. Trustee, 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 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 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 the Bailey Development Corporation or their 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 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 Corporation, its successors or assigns, or by the Association.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supercede or 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, enforcibility 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 acquiring the rights and benefits of Bailey Development Corporation shall be deemed a violation of this Declaration and may be enjoined as herein provided.

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

Duly executed on May 13, 1966 by The Title Guarantee & Trust Company, Trustee (sometimes referred to above as Title Guarantee & Trust Co., Trustee).

Received for record May 13, 1966 and recorded in Volume 2183 of Mortgages, page 63.