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ADOPTION OF SYLVANIA PARK PLAT V
AND
DECLARATION OF RESTRICTIONS THEREFOR

WHEREAS, Bailey Development Corporation, an Ohio Corporation, is the owner of the following lots in Sylvania Park Plat V, a Subdivision in Sylvania Township, Lucas County, Ohio —

Lots number one hundred thirty-nine (139) thru one hundred eighty-nine (189) inclusive, and one hundred ninety-three (193) thru two hundred six (206) inclusive, all of which real estate is hereinafter for convenience referred to as "Sylvania Park Plat V", 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 Sylvania Park Plat V certain easements and rights in, over and to Sylvania Park Plat V, 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 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, materials, color scheme and location of such structures, which shall be submitted to Bailey Development Corporation, its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. Lots numbers one hundred thirty-nine (139) thru one hundred eighty-nine (189) inclusive, and numbers one hundred ninety-three (193) thru two hundred six (206) inclusive, 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. Lots numbers one hundred thirty-six (136), one hundred thirty-seven (137), one hundred thirty-eight (138), one hundred ninety (190), one hundred ninety-one (191), and one hundred ninety-two (192) inclusive may be used and occupied as multi-family residences not to exceed 2 1/2 stories in height; hereafter for convenience called "dwelling".

Section 4. No house costing less than $30,000.00 said cost to include lot and garage, shall be built on Lots numbers one hundred seventy-three (173) thru one hundred eighty-two (182) inclusive.

Section 5. No garage or any addition thereon or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof. In the case of a single family dwelling such garage can be made an integral part of said dwelling. 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 first be approved in writing by 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 premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

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 therefore 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, hedge on the building site, have been approved by Bailey Development Corporation as a permanent record.

Section 6. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Sylvania Park Plat V over or upon which easements for the installation and maintenance of public utilities, the installation and maintenance of a storm sewer are granted.

Section 7. 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 V.

Section 8. 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 9. 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 regulations.

ARTICLE II.

Section 1. Upon the completion and sale of not less than 36 dwellings in Sylvania Park Plat V, 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 V 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 in 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 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 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 provisions 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 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 affect 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 herein retained by Bailey
Development Corporation shall be assignable to and shall inure to
the benefit of its successors and assigns.

Duly executed on August 2, 1965 by Bailey Development Corpora-
tion by Dean Bailey, President, and by Dorothy F. Bailey, Secretary.

Received for record August 6, 1965 and recorded in Volume 2156
of Mortgages, page 143.
AGREEMENT

Bailey Development Corporation, an Ohio Corporation, does assign, transfer, grant and convey unto Sylvania Park Plat V Property Owners Association, Inc., all the rights, privileges and powers established and retained by the said Bailey Development Corporation as to a certain instrument entitled "Adoption of Sylvania Park Plat V and Declaration of Restrictions therefore", which restrictions pertain to lots numbers one hundred thirty-nine through one hundred eighty-nine inclusive and one hundred ninety-three through two hundred six inclusive Sylvania Park Plat V, a Subdivision formerly located in Sylvania Township Lucas County, Ohio, such document being dated August 2, 1965 and received for record August 6, 1965 and recorded in Volume 2156 of Mortgages, page 143, Lucas County Mortgage Records.

IN WITNESS WHEREOF: Bailey Development Corporation has caused this instrument to be signed by its president and secretary at Toledo, Ohio on this 19th day of April 1967.

Signed: Bailey Development Corporation,
By Dean Bailey, President
Dorothy F. Bailey, Secretary

Two witnesses: .
Sworn to and subscribed April 19, 1967 before a Notary Public, Lucas County, Ohio (Seal).
Received for record April 20, 1967 at 3:35 P.M., and recorded in Volume 2207 of Mortgages, page 221.