WOODS OF MIAKONDA

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ADOPTION OF WOODS OF MIAKONDA
A SUBDIVISION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO
and
DECLARATION OF RESTRICTIONS THEREFOR

This declaration, made and entered into by James Development Company, a partnership, this 19th day of February, 1982.

WITNESSETH THAT:

WHEREAS, James Development Company, is the owner of the following described real estate, situated in Sylvania Township, Lucas County, Ohio, viz:

Lots Number 1 - 37 of the Woods of Miakonda according to recorded plat thereof.

and

WHEREAS, James Development Company, desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Woods of Miakonda, certain easements and rights in, over and to Woods of Miakonda and certain restrictions upon the manner of use, improvements and enjoyment of the aforementioned lots in Woods of Miakonda and do impose hereby certain restrictions on such lots in said Woods of Miakonda.

NOW THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Woods of Miakonda as an architecturally harmonious, artistic and desirable residence district, James Development Company, the owners for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Woods of Miakonda hereafter sold, conveyed or transferred by them including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

WHEREFORE, James Development Company shall appoint an Architectural Control Committee composed of three members. All approvals hereinafter required to be made by James Development Company for construction on individual lots shall be made by the Architectural Control Committee after its members are appointed. All other restrictions hereinafter shall be reserved in James Development Company until all said lots are sold and as hereinafter established. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE ONE

Section 1. All lots in Woods of Miakonda shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling. Said dwelling shall be used, occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

Section 2. Each single family dwelling shall have a minimum square footage of livable area, exclusive of porches, basements or garages, of 2300 square feet for all one (1) story homes, 2700 square feet for all one and one-half (1½) story and split level homes, and 3000 square feet for all two (2) story homes. There shall be no exposed block or cement foundations above final, approved grade line. No dwelling shall be less than fourteen (14) feet to its lowest ridge height from the first floor level.

Section 3. No dwelling, porch, veranda, attached garage, driveway, basement, swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grade elevations, type, style or architecture, cost, use, and materials of construction thereof, the color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by James Development Company, and a true copy thereof permanently lodged with said company.

Section 4. No permanent recreational devices or structures, such as swimming pools, tennis courts, basketball courts or backboards, shuffel board courts, and the like, shall be constructed unless approved as stated above.

Section 5. The front exterior portion of each home shall be of brick or stone finish of not less than forty (40) percent exposed area, unless prior written approval has been granted by James Development Company or its assignees. Aluminum awnings, kick plates, and siding are prohibited. Certain artificial sidings may be excluded by the Architectural Control Committee.

Section 6. All major unexposed portions of foundation of house and garages shall be of poured concrete construction of 2500 min. P.S.I. concrete and contain at least two (2) number four (4) steel rods in the basement section. All roofs shall have 300 lb. shingles or heavier. Concrete block foundations may be used.

Section 7. No portion of the within described premises nearer to any street 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 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 unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No tree, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of James Development Company, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by James Development Company, or removal ordered by any state or local governmental authority having jurisdiction thereof. The Architectural Control Committee may require dwellings be erected further from the street than the building set back line or lines to correspond with neighborhood.

Section 8. No fence, hedge, wall or enclosure 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 James Development Company shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. The erection of "chain link" type fences is specifically and permanently prohibited in Woods of Miakonda.

Section 9. James Development Company reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan. The owner of any lot fronting on the lake is prohibited from changing the present boundary of the lake.

Within six (6) months after a residence has been completed and occupied, the lot shall be sodded from the residence to the curb line. Corner lots must be sodded on the front and side to curb line. This is not intended to prevent the use of decorative plantings. All mail boxes must be encased in wood and the style must have prior approval by the Architectural Control Committee.

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Section 10. Any dirt, sand or gravel incidental and left over from construction of any dwelling, driveways, walks or other construction whereby excess diggings remain shall not be removed from the subdivision of Woods of Miakonda unless by written permission and must be disposed of in an area or areas designated by James Development Company or its assignees in writing.

Section 11. James Development Company 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 streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 12. James Development Company reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on the plat of part of Woods of Miakonda, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, 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 the replat or part of Woods of Miakonda, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 13. No industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. The premises shall not be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owners or owner of any adjoining land in the quiet enjoyment of their property.

Section 14. No well for gas, oil or other substance, shall at any time, whether intended for temporary or permanent purposes, be erected, placed, or suffered to reamin upon said premises, provided, however, that a well for water may be installed, erected or placed upon said premises upon obtaining the written consent of James Development Company or its assignees.

Section 15. No pole, lamp post, antenna tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of said dwelling without the written consent of James Development Company or its assignees first having been obtained.

Section 16. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. James Development Company 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 Woods of Miakonda. Such household pets will not be kept, bred or maintained for any commercial purpose.

Section 17. 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 laundry shall be hung for drying on Sundays or other legal holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at anytime on any front porch or in the front of any building.

Section 18. All rubbish, and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers, or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by James Development Company.

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Section 19. James Development Company reserves and hereby is 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 James Development Company, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of James Development Company 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 acquiescense in or consent to any continuing, further or succeeding breach or violation thereof, and James Development Company shall at any and all times have the right to enforce the same.

Section 20. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Woods of Miakonda unless completely within the closed garage. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any lot in Woods of Miakonda provided, however, that a garden-house, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of James Development Company, or its assignees.

Section 21. No garage or any addition thereto 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, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, 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 James Development Company and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the James Development Company 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, 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. Nothing herein contained shall be construed to prevent the purchase of two or more adjoining lots by a single owner and erection of a single family residence dwelling on the parcel created by the joining of said lots.No garage shall face towards the street on which the dwelling faces unless deemed necessary by the Architectural Control Committee.

Section 22. No dwelling erected in Woods of Miakonda shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within 1 year following the date of the commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said structure within 90 days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of James Development Company.

Section 23. No grantee or successor in title shall subdivide or convey less than the whole or any lot without first obtaining the written consent of James Development Company.

Section 24. In all instances where plans and specifications are required to be submitted to and are approved by James Development Company, 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. The Architectural Control Committee can vary from any of the above if, in its sole judgment, a variance will enhance the residential quality of the neighborhood.

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ARTICLE TWO

Section 1. At any time after the sale of twenty-six (26) or more lots in Woods of Miakonda, James Development Company may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Woods of Miakonda Property Owners' Association", or a name similar thereto, and upon the formation of such asscciation, every owner (meaning a full building site) shall become a member therein, and each such owner, including James Development Company 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 Property Owners' Association, by vote in person or by written proxy of two-thirds (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. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the entrance lands contained in Woods of Miakonda and/or for other maintenance providing general benefit for the subdivision.

Section 3. Upon the sale of all lots in this subdivision, James Development Company will by an instrument in writing in the nature of an assignment, vest the Property Owners' Association with all the rights, privileges and powers herein retained by the said James Development Company, 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 James Development Company by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments, and the jurisdiction, rights and powers of James Development Company, created or reserved by this Declaration or by 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 its 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 James Development Company 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 James Development Company 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 Woods of Miakonda 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 Woods of Miakonda, regardless of how or in what manner said interest is acquired.

Section 3. Unless a particular deviation from the deed restrictions has been agreed to in writing by James Development Company or its assignees, the deed restrictions shall govern. This applies to any unforseen differences as might be shown on an approved to build print.

Section 4. 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.

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Section 5. 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 6. A violation of any of the rules and regulations adopted by James Development Company shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. James Development Company reserves the right to transfer its rights, duties, and obligations hereunder at any time and at its sole discretion.

IN WITNESS WHEREOF, James Development Company has caused this Declaration to be signed by its partners on the day and year first above written.

WITNESSED BY:

JAMES DEVELOPMENT COMPANY

BY _____
VICTOR A. ROSENBERGER, JR.
Partner

BY _____
JAMES D. SAHADI
Partner

Sworn to before me and subscribed in my presence this 19thday of February, 1982.

_____
Notary Public

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JUN - 8 1982 11 30 AM
SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

Rosenberger Blvd

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ADOPTION OF WOODS OF MIAKONDA
A SUBDIVISION IN SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO
AND
DECLARATION OF RESTRICTIONS THEREFORE

This declaration, made and entered into by Woods of Miakonda Property Owners Association, Incorporated, (WOMPOAI) a non-profit corporation established the 14th day of June, 1984.

WITNESSETH THAT:

WHEREAS, WOMPOAI is a non-profit corporation as recorded in Mortgage records 82-366B06 to serve in the interest of the homeowners situated in Sylvania Township, Lucas County, Ohio, viz:

Lots Number 1 - 37 of the Woods of Miakonda according to recorded plat thereof.

WHEREAS, WOMPOAI desires to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Woods of Miakonda, certain easements and rights in, over and to Woods of Miakonda and certain restrictions upon the manner of use, improvements and enjoyment of the aforementioned lots in Woods of Miakonda and do impose hereby certain restrictions on such lots in said Woods of Miakonda.

NOW THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Woods of Miakonda as an architecturally harmonious, artistic and desirable residence district, WOMPOAI, the owners for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Woods of Miakonda hereafter sold, conveyed or transferred by them including transfers by opertion of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, to-wit:

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WHEREFORE, WOMPHAI shall appoint an Architectural Control Committee composed of seven members. All approvals hereinafter required to be made by WOMPOAI for construction on individual lots shall be made by the Architectural Control Committee after its members are apointed. All other restrictions hereinafter shall be reserved in WOMPOAI until all said lots are sold and as hereinafter established. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE ONE

Section 1. All lots in Woods of Miakonda shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including attached garage, which shall be an integral part of the dwelling. Said dwelling shall be used, occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

Section 2. Each single family dwelling shall have a minimum square footage of livable area, exclusive of porches, basements or garages, of 2,300 square feet for all (1) story homes, 2,700 square feet for all one and one-half (1-1/2) story and split level homes, and 3,000 square feet for all two (2) story homes. There shall be no exposed block or cement foundations above final, approved grade line. No dwelling shall be less than fourteen (14) feet to its lowest ridge height from the first floor level.

Section 3. No dwelling, porch, veranda, attached garage, driveway, basement, or other structure shall be erected or maintained on said lots, nor shall any

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change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications therefor showing the size, location, grade elevations, type, style or architecture, cost, use, and materials of construction thereof, the color scheme therefor, and the grading plan of the lot, which detailed plans and specifications shall have been first approved in writing by a majority of the Architectural Control Committee, and a true copy thereof permanently lodged with said Committee. Said Committee is required to respond in writing to all such requests within 30 days. Failure to respond constitutes approval.

Section 4. No permanent recreational devices or structures, such as swimming pools, tennis courts, basketball courts or backboards, shuffel board courts, and the like, shall be constructed unless approved as stated above.

Section 5. The front exterior portion of each home shall be of brick or stone finish of not less than forty (40) percent exposed area, unless prior written approval has been granted by Architectural Control Committee. Aluminum awnings, kick plates and siding are prohibited. Certain artificial sidings may be excluded by the Architectural Control Committee.

Section 6. All major unexposed portions of foundation of house and garages shall be poured concrete construction of 2,500 min. P.S.I. concrete and contain at least two (2) number four (4) steel rods in the basement section. All roofs shall have 300 lb. shingles or heavier. Concrete block foundations may be used.

Section 7. No portion of the within described premises nearer to any street 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,

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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 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 unsighly 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. The Architectural Control Committee may require dwellings be erected further from the street than the building set back line or lines to correspond with the neighborhood.

Section 8. No fence, wall or enclsoure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, unless approved by the Architectural Control Committee.

Section 9. The Architectural Control Committee reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan. The owner of any lot fronting on the lake is prohibited from changing the present boundary of the lake. Within six (6) months after a residence has been completed and occupied, the lot shall be sodded from the residence to the curb line. Corner lots must be sodded on the front and side to curb line. This is not intended to prevent the use of decorative plants. All mail boxes must be encased in wood and the style must have prior approval by the Architectural Control Committee.

Section 10. Any dirt, sand or gravel incidental and left over from construction of any dwelling, driveways, walks or other construction whereby excess diggings

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remain shall not be removed from the subdivision of Woods of Miakonda unless by written permission and must be disposed of in an area or areas designated by WOMPHAI or its assignees in writing.

Section 11. The Architectural Control Committee 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 streets and ways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 12. The Architectural Control Committee reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on the plat of part of Woods of Miakonda, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telehone and telepraph poles, 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 the replat or part of Woods of Miakonda, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 13. The premises shall not be used in any way (for business or trade, occupation or profession of any kind) which may endanger the health, or unreasonably disturb the owners or owner of any adjoining land in the quiet enjoyment of their property.

Section 14. Commercial signs with the exception of real estate for sale or security system signs are prohibited.

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Section 15. No well for gas, oil or other substance, except water, shall at any time, be erected, placed, or suffered to remain upon said premises.

Section 16. No pole, antenna tower, satellite dish, bug zapper, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of said dwelling without the written consent of the Architectural Control Committee first having been obtained.

Section 17. No animals, rabbits or poultry, or any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. The Architectural Control Committee reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated to become and not becoming a nuisance to the owners or inhabitants of Woods of Miakonda. Such household pets will not be kept, bred or maintained for any commercial purpose.

Section 18. 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 laundry shall be hung for drying on Sundays or other legal 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.

Section 19. 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 basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by the Architectural Control Committee.

Section 20. No boat, boat trailer, house trailer or truck of any type shall be

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parked, kept or stored on any lot in Woods of Miakonda unless completely within the closed garage. No trailer, tent, shack, barn, housecar, or outbuilding of any type will be permitted on any lot in Woods of Miakonda provided, however, that a garden-house, greenhouse, playhouse or treehouse may be erected only after obtaining the written consent of the Architectural Control Committee.

Section 21. No garage or any addition thereto 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, nor unless nor until the size, location, type style of architecture, cost, use, the materals of construction thereof, the color scheme therefor, the grade elevations 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 the Architectural Control Committee and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with said Committee 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, 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. Nothing herein contained shall be construed to prevent the purchase of two or more adjoining lots by a single owner and erection of a single family residence dwelling on the parcel created by the joining of said lots. No garage shall face towards the street on which the dwelling faces unless deemed necessary by the Architectural Control Committee.

Section 22. No dwelling erected in Woods of Miakonda shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. All approved structures must be completed by an owner within 1 year following the date of the commencement of the

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construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon but, if not incorporated in said struture within 90 days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from said lots without the written approval of the Architectural Control Committee.

Section 23. No grantee or successor in title shall subdivide or convey less than the whole of any lot.

Section 24. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, or roadway, any such variance shall be deemed a violation of these restrictions. The Architectural Control Committee can vary from any of the above if, in its sole judgment, a variance will enhance the residential guality of the neighborhood.

Section 25. The Architectural Control Committee reserves and hereby is 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 the Architectural Control Committee, shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Architectural Control Committee 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 acquiescense in or consent to any continuing, further or succeeding

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breach or violation thereof, and the Architectural Control Committee shall at any and all times have the right to enforce the same.

ARTICLE TWO (BY-LAWS)

Section 1. WOMPOAI, by vote in person or by written proxy of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may seem 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. Said rules and regulations may include an annual assessment of each member for the care and maintenance of the entrance lands contained in Woods of Miakonda and/or for other maintenance providing general benefit for the subdivision.

ARTICLE THREE (BY-LAWS)

Section 1. Each grantee of WOMPOAI by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, assessments, and the jurisdiction, rights and powers of WOMPOAI, created or reserved by this Declaration or by 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 its 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 WOMPOAI 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

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hereof, and WOMPHAI 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 Woods of Miakonda 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 Woods of Miakonda, regardless of how or in what manner said interest is acquired.

Section 3. Unless a particular deviation from the deed restrictions has been agreed to in writing by WOMPOAI or its assignees, the deed restrictions shall govern. This applies to any unforseen differences as might be shown on an approved to build print.

Section 4. 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 5. The invalidity of any restriction hereby imposed, or of any provisions 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 6. A violation of any of the rules and regulations adopted by WOMPOAI shall be deemed a violation of this Declaration and may be enjoined as herein provided.

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IN WITNESS WHEREOF, Woods of Miakonda Property Owners Association, Incorporated, has caused this Declaration to be signed by its officers on the day and year first above written for WOMPOAI. Woods of Miakonda Property Owners Association, Incorporated by:

WITNESSED BY:

Helen M Jodouin Date: 5/15/86

Julia L Hicks Date: 5/15/86

By: Robert M. Lorenz
Robert M. Lorenz
President

Date 5/15/86

By: Marvin Ferguson
Marvin Ferguson
Vice President

Date 5-15-86

NOTARIAL SEAL

Anna M. Jones 5/15/86
Notary Public
Lucas County
State of Ohio

ANNA M. JONES
Notary Public, State of Ohio
My Commission Expires June 11, 1987

28.00

RECEIVED & RECORDED

Mtg JUN 03 1986 11 20 Am

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

See Env.
R M. Lorenz
4806 Whitebirch Ct.
Sylvania, Oh 43560

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