Apple Blossom Farms
Plat Eight

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DECLARATIONS OF RESTRICTIONS AS TO LAND
LOCATED IN APPLE BLOSSOM FARMS PLAT EIGHT

Whereas, Doyle Investments, Inc. hereinafter referred to as the owner, with its principal place of
business at 1440 Holloway Holland, OH 43528 hold title in fee simple to the following described parcels of
land located in Springfield Township, Lucas County, Ohio to wit:

Lot numbers one (1) through seven (7), both inclusive in Apple Blossom Farms Plat Eight, a subdivision
in Springfield Township, Lucas County, Ohio.

And said parcels will hereafter be referred to as Apple Blossom Farms Plat Eight recorded in

Doyle Investments, Inc. proposes to adopt restrictions as to the use thereof in order to preserve said
addition as a desirable single-family residential district. These restrictions constitute a general plan
applicable to the development and use of said plat and all of the lots thereof, and shall be binding upon all
of them.

Said restrictions hereby adopted, which shall be made a part of all conveyances of premises in said plat,
shall be and are as follows:

ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS

The word “restrictions” or “restriction” as hereinafter used shall be held to include and mean the covenants,
agreements, conditions, provisions, easements, restrictions and charges herein set forth.

1. The word “building” as used in the Declaration of Restrictions is intended to mean either a detached
building or a block of two or more attached buildings.
2. The word “dwelling” as used in this Declaration of Restrictions is intended to mean a building
designed and intended for use as a residence for human occupancy.
3. The word “lot” as used in this Declaration of Restrictions is intended to mean any place or parcel of
land on which in accordance with the provisions hereof, the owner shall have the right to erect a single
building or a single block of buildings. A plot may consist of a single lot or more or less than a single
lot.
4. The word “yard” as used in this Declaration of Restrictions is intended to mean an open space at grade
between a building and the adjoining plot lines, unoccupied and unobstructed by any portion of a
structure from the ground upward, except as otherwise provided herein.
5. The word “side yard” as used in this Declaration of Restrictions is intended to mean a yard between a
building and the side line of the plot on which the building is located and extended from the front line
to the rear line of said plot and being the minimum horizontal distance between a side plot line and the
side of said building or any projections thereof.
6. Doyle Investments, Inc. shall have the right to construe and interpret these restrictions and its
construction or interpretations in good faith, shall be final and binding as to all persons and property
benefited or bound by such restrictions.
All the restrictions herein contained shall be construed together but if it shall be held that any
restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions,
nor any part thereof shall be thereby affected or impaired.
7. No owner of any plot in the Plat shall subdivide the same or convey less than the whole of any lot or
plot, without express written consent of Doyle Investments, Inc.
8. 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.
9. If in the opinion of Doyle Investments, Inc. the shape of dimensions, number of structures or
typography of the lot or plat on which a building, structure, or improvements is to be made, is such
that a strict construction of these reservations or restrictions would work a hardship, Doyle
Investments, Inc. may in writing modify these restrictions as to such plots so as to permit the erection
of such structure of building or the making of the proposed improvements.

ARTICLE II
USE OF LAND

1. Except as hereinafter provided, all the land in Apple Blossom Farms Plat Eight shall be used for
residential purposes only and for no other purposes. No more than one residence shall be built for any
one plot, no two residences will feature the same exterior facade.
2. Any structure or building erected or maintained upon any of said plots shall be a single residence
building, used solely as a private residence for one family and its servants, and accessory buildings the
use of which is incidental to such residence building. Garages shall be attached (minimum two (2) cars
to the residence. Said garages shall not be used for commercial or manufacturing purposes and shall
not be used as temporary residence quarters. No basement, recreational trailer, house trailer or tent
shall at any time be used or occupied as a residence, temporarily or permanently, nor shall any
residence or other structure of a temporary character be permitted on any lot except that those
structures approved by Doyle Investments, Inc. as proper for sale, construction and development of
said plots are permitted.
3. All structures and buildings erected and maintained upon said lots and plots shall be constructed with
new adequate and generally accepted building materials.
4. No structure or building or plot thereof including porches, verandas, or other projections other than
roof overhangs from said buildings shall be erected or maintained upon any lot or plot nearer the front,
side street, side plot lines or rear lines, than shown as building lines on the recorded plat of Apple
Blossom Farms Plat Eight or as set forth hereinafter in this paragraph; and no additions to any residence or garage shall be constructed or maintained upon any plot after once established unless written approval of such addition shall first have been obtained from Doyle Investments, Inc. hereinafter provided.

5. All one (1) story shall be a minimum eighteen hundred (1800) square feet or one and one-half (1-1/2) story building shall not have less than two thousand (2000) square feet of living area. All two (2) story building shall not have less than two thousand (2000) square feet of living area. 50% of front of house must be brick or stone. (natural or cultured)

6. No well for gas, water, oil or other substances, shall at any time whether intended for temporary or permanent purposes, be erected, placed, or suffered to remain upon said premises provided however that a water well for a lawn sprinkler system or GEO Thermal Heating System may be installed, erected or placed upon said premises. Sprinkler systems must be installed when landscaping.

7. No advertising sign, billboard or other advertising device whether for the purpose of advertising the sale of said lot or otherwise shall be erected or maintained upon said lot or building thereon without the consent of Doyle Investments, Inc. being first obtained in writing. The right is reserved by Doyle Investment, Inc. to erect a small structure or signs on any unsold lots or plots.

8. No animals, horse, rabbits, poultry, fowl or any livestock shall be kept upon or maintained on any plot except that Doyle Investments, Inc. may adopt reasonable regulations governing the keeping upon said plots of domestic dogs, cats or other household pets which are not and will not become a nuisance to the owners and inhabitants of Apple Blossom Farms Plat Eight.

9. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said lot except in the rear yards. No laundry of any kind or any other articles shall be exposed or hung for drying at any time on any front porch or in the front on any building.

10. No boat, boat trailer, house trailer, motor home, or truck of any type shall be parked, kept or stored on any lot unless completely within the closed garages. No trailer, tent, shack or motor home of any type will be permitted on any said lot.

11. 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 garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by Doyle Investments, Inc.

12. 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 owner or owners of any adjoining land in the quiet enjoyment of their property.

13. No dwelling erected in said Apple Blossom Farms Plat Eight shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. All approved structures must be completed by an owner within one (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 residence lot may be stored thereon but if not incorporated in said structure within 90 days after their delivery to such lots shall be removed therefrom. No dirt shall be removed from said lots without the written approval of Doyle Investments, Inc.

14. 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 drive of otherwise permitted), the planting of trees or shrubbery, the growing of flowers, ornamental plants, or for statuary fountains and similar ornamentation's 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.

15. No garages 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 until the size, location, type, style or architecture, cost and use of their materials of construction thereof, the color scheme thereof, the grade elevations thereof and the plans, specifications and the details of said garages, including the driveway approach and garage entrance shall have been first approved in writing by Doyle Investments, Inc. and a true copy of 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 the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

ARTICLE III
APPROVAL OF PLANS

1. Doyle Investments, Inc., its successors and assigns, shall act as the Architectural Control Committee to which all plans and specifications for structures and buildings, improvements (including but not limited to: fences, swimming pools, signs, walls, landscaping, automobile driveways, a streetscape has been designed for this development, it must be adhered to with respect to size and location), painting and other details of the improvements of the plots must be submitted for examination and approval before any erections or improvements shall be made to such erections or improvements. Doyle Investments, Inc. hereby expressly reserves to itself and to its successors and assigns the right and privilege of assigning or relinquishing its said rights and duties as such Architectural Control Committee from time to time and for such limited periods of time and purposes as it may desire.
2. No fences, swimming pools, hedge wall, storage sheds, out buildings, satellite dishes or enclosure of any kind for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Doyle Investments, Inc. shall have first been 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. Notwithstanding this restriction, the erection of “split rail” type fences are hereby granted prior approval by Doyle Investments, Inc. provided such “split rail” fences are not over five (5) feet in height and are not placed nearer than the front set-back line of the house. However, the erection of “chain linked” fences is specifically and permanently prohibited in Apple Blossom Farms Plat Eight.

3. Doyle Investments, Inc. reserves the sole and exclusive right to establish grades and slopes of the plot, and to fix the grades at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of said Apple Blossom Farms Plat Eight. The building elevations set on the site grading plan shall be strictly adhered to. A request for modification can only be approved by Doyle Investments, Inc. and only if it does not adversely affect the adjoining lots.

4. In all instances where plans and specifications are required to be submitted to and approved by Doyle Investments, Inc. if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the approved improvements, such variance shall be deemed a violation of these restrictions.

ARTICLE IV

EASEMENTS

The Doyle Investments, Inc. reserves to itself the exclusive right to grant consents, easements, and right-of-ways for the construction, operation and maintenance of electric light, telephone and telegraph poles, wires, cablevision wires, and conduits including underground facilities for electric, water, gas, sewer and other utilities, conduits and facilities on, over, below or under all the areas designated as “utility easement”, “sewer easement” or with words similar import on said plat of Apple Blossom Farms Plat Eight and along and upon all highways now existing or hereafter established and abutting all the lots in said Apple Blossom Farms Plat Eight. Doyle Investments, Inc. also reserves to itself the right to go upon or permit any public utility company to go upon the plots in said Apple Blossom Farms Plat Eight from time to time to install and maintain such equipment and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No buildings or other structures or any part thereof shall be erected or maintained over or upon any part of the areas designated at “utility easement”, “sewer easement” or words of similar import said recorded plat of Apple Blossom Farms Plat Eight. The term “building” or other “structure” as used in the foregoing portions of this Article IV of this Declaration.
of Restrictions shall include those structures in the nature of houses and garages, but shall not include plot improvements such as driveways and fences. No owner of any of the lots in Apple Blossom Farms Plat Eight shall have the right to reserve or grant any easement or right-of-way upon or over any of the lots in said Apple Blossom Farms Plat Eight without the written consent of Doyle Investments, Inc.

ARTICLE V
RIGHT TO ENFORCE

1. In the event of any violation or breach of any of these restrictions or failure to conform thereto Doyle Investments, Inc. is granted the right to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may exist contrary to these restrictions or may take such action at law or in equity which is available to it to enforce such restrictions. Any owner of a lot in the aforesaid condition shall also have the right and power to initiate and pursue any and all available rights in law or equity against anyone violating these restrictions in order to provide the proper relief therefrom.

2. No restrictions imposed hereby shall be abrogated or waived by the failure to enforce the provisions hereof no matter how many restrictions hereby imposed or any of the provisions hereof or of any part of any restriction or provisions shall not impair or effect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

3. The rights, privileges and powers granted by this Declaration of Restrictions to and/or reserved by Doyle Investments, Inc. shall be assignable and shall insure to the benefit of the successors and assigns of Doyle Investments, Inc.

ARTICLE VII
DURATION OF RESTRICTIONS

1. The restrictions, covenants, conditions, agreements, and other provisions herein contained shall run with all the land in Apple Blossom Farms Plat Eight and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, successors and assigns who hold any interest whatsoever in said Apple Blossom Farms Plat Eight regardless of how or in what manner said interest is acquired.

2. A violation of any of the rules and regulations adopted by Doyle Investments, Inc. shall be deemed a violation of this Declaration and may be adjoined as herein provided.
3. Doyle Investments, Inc. reserves the right to transfer its rights, duties and said obligations hereunder at any time and at its sole discretion.

IN WITNESS WHEREOF, Doyle Investments, Inc. has caused this Declaration to be signed by its Owners on the day and year first above written.

Doyle Investments, Inc.

BY: [Signature]

Michael A. Doyle  President

WITNESS BY:

[Signature]

Lindsey Smith

[Signature]

Amy Adams

On this 11th day of Aug., 2004 before me, a Notary Public in and for said County and State appeared Doyle Investments, Inc. an Ohio Partnership by Michael A. Doyle on behalf of said partnership, Doyle Investments, Inc.

[Signature]

Amy Adams

Notary Public

[Notary Seal]

Affidavit by: [Signature]

[Redacted]
AMENDMENT TO
DECLARATIONS OF RESTRICTIONS
AS TO
LAND LOCATED IN
APPLE BLOSSOM FARMS PLAT EIGHT

THIS AMENDMENT TO DECLARATIONS OF RESTRICTIONS (the "Amendment") is made and adopted on the day and year hereinafter set forth.

RECITALS, WHEREAS:

Apple Blossom Farms Plat Eight consists of Lots numbered one (1) through seven (7), inclusive, as set forth on the Plat recorded at Lucas County Official Record of Plats No. 20040727-0061169 (the "Subdivision");

Doyle Investments, Inc. (the "Developer") adopted and recorded a certain Declarations of Restrictions as to Land Located in Apple Blossom Farms Plat Eight, dated August 11, 2004, and recorded at Lucas County Official Record Instrument No. 20040812-0065968 (the "Declarations");

The Declarations do not contain any provisions regarding amending the Declarations, and;

The undersigned represent all lot owners in the Subdivision.

NOW THEREFORE, the undersigned hereby declare, covenant and stipulate that the foregoing recitals are incorporated herein and that all property as shown on the recorded plats of the Subdivision shall hereafter be bound by and conveyed subject to the following restrictions, covenants and conditions:

A. Article II, Paragraph 6 of the Declarations is hereby amended to delete the last sentence of Article II, Paragraph 6 requiring the installation of sprinkler systems.

B. The Declarations are hereby amended to include the following provisions setting forth the procedure for any future amendments to the Declarations:

ARTICLE VIII
AMENDMENTS

1. Except as herein provided, amendment of the Declaration of Restrictions shall require the consent of not less than seventy-five percent (75%) of the owners of lots in the Plat. Notwithstanding the foregoing:

(a) the unanimous consent of the owners of lots in the Plat shall be required for any amendment effecting a change in:
(i) the method of allocating liability for common expenses; or

(ii) the number of votes in the Architectural Control Committee appertaining to any lot in the Plat.

(b) In any event, Doyle Investments, Inc. reserves the right and power, and each owner of a lot in the Plat by acceptance of a deed to such lot is deemed to and does give and grant to Doyle Investments, Inc. a power of attorney, which right and power is coupled with an interest with the title to the land and is irrevocable (except by Doyle Investments, Inc.) until July 1, 2010, to unilaterally amend the Declarations of Restrictions to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any owner of a lot in the Plat or any mortgagee.

2. An amendment to this Declarations of Restrictions, adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declarations of Restrictions and shall contain a certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Doyle Investments, Inc., or a duly empowered successor pursuant to authority granted it pursuant to this Declarations of Restrictions, shall be duly executed by them with the same formalities as the execution of this Declarations of Restrictions and shall contain the certification of such signors that such amendment is made pursuant to authority vested in Doyle Investments, Inc. or any duly empowered successor. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Lucas County, Ohio.

3. Notwithstanding any provisions in this Declarations of Restrictions to the contrary, Doyle Investments, Inc. may amend this Declarations of Restrictions, without the consent of any other owner of a lot in the Plat, mortgagee, or any other party, and in its absolute discretion, to subject additional lots and common areas to the terms of this Declarations of Restrictions.

C. All the terms and provisions of the Declarations not specifically amended by this Amendment are hereby ratified, approved, and confirmed. All capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed thereto in the Declarations.
The undersigned have caused this Amendment to be executed on the date set forth below.

Executed this 28th day of June, 2005.

OWNER OF LOTS 1, 2, 3, 5 AND 6:

DOYLE INVESTMENTS, INC.

By: [Signature]

Michael A. Doyle, President

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Michael A. Doyle as President of Doyle Investments, Inc.

(SEAL)

MAPLENE K. McCARTNEY, Notary Public

State of Ohio

My Commission Expires: May 6, 2006

OWNERS OF LOT 4:

[Signature]

Michael A. Doyle

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Michael A. Doyle.

(SEAL)

MAPLENE K. McCARTNEY, Notary Public

State of Ohio

My Commission Expires: May 6, 2006
STATE OF OHIO
)
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Linda J. Doyle.

(SEAL)

MARLENE K. McCARTNEY, Notary Public
State of Ohio
My Commission Expires May 6, 2006

OWNERS OF LOT 7

Michael A. Doyle

STATE OF OHIO
)
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Michael A. Doyle.

(SEAL)

MARLENE K. McCARTNEY, Notary Public
State of Ohio
My Commission Expires May 6, 2006

Matthew P. Doyle

STATE OF OHIO
)
COUNTY OF LUCAS
)

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Matthew P. Doyle.

(SEAL)

MARLENE K. McCARTNEY, Notary Public
State of Ohio
My Commission Expires May 6, 2006
STATE OF OHIO
COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 28th day of June, 2005, Bryan E. Doyle.

(SEAL)

MARLENE M. MCCARTNEY, Notary Public
State of Ohio
My Commission Expires May 6, 2006

This Instrument Was Prepared By:
Shawn M. Tracey, Esq.
EASTMAN & SMITH LTD.
One SeaGate, 24th Floor
P. O. Box 10032
Toledo, Ohio 43699-0032
(419) 241-6000

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