CHRISTOPHER WOODS

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ADOPTION OF "CHRISTOPHER WOODS"
and
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by CHRIS ZERVO
BUILDERS, INC., an Ohio Corporation, this 1st day of October, 1979.

WITNESSETH:

WHEREAS, Chris Zervos Builders, Inc. 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-four
(34) inclusive in CHRISTOPHER WOODS,
a Subdivision in the City of Toledo, Lucas
County, Ohio all of which real estate is
designated for convenience, referred to
as "Christopher Woods".

and

WHEREAS, Chris Zervos Builders, Inc. desires to establish for
its own benefit and for the benefit of all future owners and occupants of all or any
part of Christopher Woods, certain easements and rights in, over and to
Christopher Woods and certain restrictions upon the manner of use, improvement
and enjoyment of the lots aforesaid in Christopher Woods and do impose hereby
certain conditions and restrictions on said lots in Christopher Woods, hereinafter
referred to as "premises".

NOW THEREFORE, Chris Zervos Builders, Inc., as the owner of
such real estate and for the purposes aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. 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 with
attached garage, hereinafter for convenience called "dwelling" shall be erected,
reconstructed, placed or suffered to remain thereon.

Section 2. No dwelling, porch, veranda, garage, driveway, basement, patio,
swimming pool, fence, or other structure 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 thereof, the grading plan of the lot, including the grade elevations of
said dwelling or other structure, the plot plan showing the proposed location of
said dwelling or other structure upon said premises and the plans, specifications
and details of said dwelling or other structure shall have been approved in
writing by Chris Zervos Builders, Inc., its successors or assigns, and a true
copy of said plans, specifications and details have been lodged permanently with
Chris Zervos Builders, Inc., and no dwelling or other structure except such as
conforms to said plans, specifications and details shall be erected, reconstructed,
placed or suffered to remain upon said premises.
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 Chris Zervos Builders, Inc., 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 cocheres, 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 Christopher Woods, but only with the written consent of Chris Zervos Builders, Inc.

Section 4. Chris Zervos Builders, Inc., 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 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 Chris Zervos Builders, Inc., 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 Chris Zervos Builders, Inc. Complete specifications for construction of driveway shall be submitted to Chris Zervos Builders, Inc. and its approval thereof endorsed thereon in writing. All driveways must be black surface.

Section 6. Chris Zervos Builders, Inc., reserves the exclusive right to grant consents for the construction, operation and maintenance of electrical service, telephone service, lines and conduits, and for water, gas, sewer and pipes and conduits and for drainage ditches 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, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

Section 7. Chris Zervos Builders, Inc., 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 Christopher Woods, designated as utility or drainage rights-of-way, for the construction, operation and maintenance of electrical service, 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 Christopher Woods, over or upon which easements for the installation and maintenance of public and private utilities and storm sewers will be or have been granted.

Section 8. 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 therein 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 adornments.
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 fence, hedge, wall, or enclosure of 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 Chris Zervos Builders, Inc. 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. All fences shall be of wood construction and either split rail or stockade in design.

Section 9. No dwelling erected in said Christopher Woods 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 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 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 Chris Zervos Builders, Inc.

Section 10. 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 for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, lamp post, antenna tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, cablevision, 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 Chris Zervos Builders, Inc. first having been obtained. The right is reserved by Chris Zervos Builders, Inc. to erect small structures and place signs on any unsold lot or improvements thereon.

Section 11. Only domestic dogs, cats or other household pets, (all totaling two in number per residence) calculated not to become and not becoming a nuisance to the owners or inhabitants of Christopher Woods shall be allowed in the subdivision and Chris Zervos Builders, Inc. reserves the right to adopt reasonable regulations governing the keeping and maintaining of same. The keeping or maintaining of all other animals, birds or otherwise is strictly prohibited.

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 outside 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 (10:00) A.M. All barbeques shall be placed or located sufficient distance from the property line as not to cause a nuisance to neighbors.

Section 13. 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 Chris Zervos Builders, Inc.

Section 14. No motorhome, house trailer, camping trailer, recreational vehicle, truck, motorcycle, snowmobile, disassembled automobile, boat, boat trailer or yard tractor shall be parked, kept or stored on the premises unless completely within the closed garage. No trailer, tent, shack, tool shed, or temporary or permanent outbuilding of any type will be permitted on the premises. No basketball back board or hoop shall be placed in the front of the premises. Provided, however, that upon submission of the plans, specifications, setting forth material, color and location, Chris Zervos Builders, Inc. or its assigns may allow a garden house, greenhouse or play house, so long as it conforms to the aesthetic surroundings of the premises and will not distract from the view or be a nuisance to adjoining property owners in the subdivision.

Section 15. All mail boxes in the subdivision shall be uniform in design and construction and shall be first approved by Chris Zervos Builders, Inc.

Section 16. Chris Zervos Builders, Inc. 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 Chris Zervos Builders, Inc. and Chris Zervos Builders, Inc. shall not by, reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Chris Zervos Builders, Inc. to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions 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 Chris Zervos Builders, Inc. shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Chris Zervos Builders, Inc.

Section 18. In all instances where plans and specifications are required to be submitted to and are approved by Chris Zervos Builders, Inc. 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.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than twenty-five (25) residences in said Christopher Woods, Chris Zervos Builders, Inc. may cause
to be incorporated a non-profit corporation under the State of Ohio to be
called "Christopher Woods Property Owner's Association" or a name similar
tereto, and upon the formation of such association, every owner (meaning a
full building site) shall become a member thereof, and each such owner,
including Chris Zervos Builders, Inc. shall be entitled to one (1) vote on each
matter submitted to a vote of members of each lot owned by him or it; or
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 (1) 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. Chris Zervos Builders, Inc. 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 Chris Zervos
Builders, Inc. which said assignment shall be recorded in the office of the
Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Chris Zervos Builders, Inc. 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
Chris Zervos Builders, Inc. 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 Chris Zervos Builders, Inc. 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 Chris Zervos Builders, Inc. or its successors or assigns, or the Association,
or its agents, shall not thereby be deemed guilty of any manner of trespassing; 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 Christopher Woods,
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 Christopher Woods, 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 Chris Zervos Builders, Inc. 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 Chris Zervos Builders, Inc. shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Chris Zervos Builders, Inc. has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

CHRIS ZERVOS BUILDERS, INC.

by Chris J. Zervos - President

by Chris J. Zervos - Secretary

Witness:

STATE OF OHIO
COUNTY OF LUCAS

Before me a Notary Public in and for the State of Ohio, personally appeared Chris G. Zervos, President and Chris J. Zervos, Secretary of the said CHRIS ZERVOS BUILDERS, INC., 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 Chris G. Zervos, President and Chris J. Zervos, 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 by name and affixed my official seal this 1st day of October, 1979.

Notary Public

Received for record October 10, 1979 at 10:00 A.M. in Mortgage Record 79-1144A03, Lucas County, Ohio Records.