DEERFIELD
FOREST PLAT 4

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DECLARATION OF RESTRICTIONS FOR DEERFIELD FOREST, PLAT FOUR, A SUBDIVISION IN THE TOWNSHIP OF SPRINGFIELD LUCAS COUNTY, OHIO

This Declaration of Restrictions ("Declaration") adopted by JAMES CONSTRUCTION COMPANY, INC. an Ohio corporation, 7585 W. Central Avenue, Toledo, Ohio 43615 hereinafter called ("Developer"), as of the 22nd day of December, 1997.

WITNESS, THY THAT:

WHEREAS, Developer is the record owner of all of the lots in the recorded Plat Four of Deerfield Forest ("the Plat"), a Subdivision in the Township of Springfield, Lucas County, Ohio, which Plat is recorded in Volume 62, Page 77, inclusive of the Lucas County, Ohio Record of Plats (hereinafter sometimes called "the Subdivision" or "Deerfield Forest");

WHEREAS, Deerfield Forest is intended to be a quality single-family residential subdivision developed as a community development plan or Section Thirteen development within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolution of the Township of Springfield, Lucas County, Ohio.

NOW THEREFORE, Developer in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth and in furtherance of the aforesaid development plan does for itself and its successors and assigns, hereby declare, covenant and stipulate the all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall to the extent legally permissible, supersede any and all other restrictions hereinafter enforced on said property by any other instrument.

ARTICLE I

USE OF LAND

1.1 Residential Lots. All of the lots located and shown on the Plat as the same may be hereafter combined and/or subdivided shall be hereinafter sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 1,800 sq. ft. of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the residence ("residence", "structure", "building" and "dwelling" have been sometimes used interchangeably herein) and such accessory buildings and uses as are approved by the Developer as provided under Article II hereof. With respect to each dwelling erected or maintained in the Subdivision, all utility services shall be underground.

1.2 Lot Use. The construction of a single-family residence on more than one residential lot shall be permitted. Not more than one single-family residence shall however be permitted on any residential lot, provided, that individual residential lots may be split and/or combined upon obtaining any requisite governmental approvals and the written approval of the Developer.

1.3 Use Restrictions. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive, or
unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision which may be or become an annoyance or nuisance in the Subdivision. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes which shall have been approved by the Developer as provided under Article II hereof. No lot shall be used for the storage of automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building material to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.4 Completion of Structures. Lot owners shall commence construction of a residence on a lot within one (1) year after receiving title to a lot, and all residences must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Developer as provided under Article II hereof.

1.5 Pets. Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Developer, provided however, that no animal of any sort may be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with the rules and regulations adopted by the Developer.

1.6 Signs. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Developer, and the Developer shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

1.7 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Developer as provided under Article II hereof unless approved by the Architectural Control Committee at which time an alternate completion time will be established. Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any residential lot in the Subdivision, shall be suitably housed within the attached garage. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Developer.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, garages, basements, swimming pools, tennis courts and other enclosures) to be constructed and/or situated within the Subdivision shall be submitted for examination to the Developer and written approval of the Developer to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Developer shall approve, reject, or approve with modifications all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished.
to the Developer so that the Developer may retain a true copy thereof with its records.

2.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Deerfield Forest as an architecturally harmonious, artistic and desirable single-family residential Subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgement of the Developer, complement one another and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Developer will not approve designs which are in conflict with the esthetic standards of the community. Without limiting any of the foregoing, the front of all residences shall be either entirely brick or fifty percent (50%) brick and siding.

2.3 Location of Structures. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line or lines than the building set back lines as shown on the Plat, nor nearer to any side line or rear line that shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include, porches, verandas, porticoes, and other similar projections of any dwelling.

2.4 Maximum Height. No structure constructed or erected within the Subdivision shall be greater than two and one-half (2-1/2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the Developer in writing.

2.5 Swimming Pools and Other Above-Ground Improvements or Property. No above-ground swimming pools, radio or television receiving equipment (dishes shall not exceed 21" in diameter), sheds, enclosures or their removable property of any kind shall be permitted, installed or maintained on any lot unless plans and specifications are submitted to and approved by the Developer in writing.

2.6 Driveway. All driveways shall be asphalt or concrete. The location and design of all driveways, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. Location and specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing. Notwithstanding anything to the contrary contained in the Plat, each lot owner shall be responsible for the cost and maintenance of all public sidewalks required to be installed to secure their particular residence.

2.7 Building Lines and Landscaping. No structure or any part thereof shall be erected, placed or maintained on any lot in Deerfield Forest nearer to the front or street line or lines than the building set back lines as shown on the Plat. Said portion of any lot shall not 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 any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary fountains and similar ornamental fixtures, for the purpose of beautifying any lot, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon any lot, 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 purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall 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. No tree greater than six (6) inches in diameter (as measured 3 feet above existing grade) shall be removed from any lot or destroyed for purposes of construction unless approved in writing by the Developer pursuant to Section 2.1 hereof.

2.8 Establishment of Grades. Developer shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any buildings or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Deerfield Forest. Deviation of 12" or more from such established grades is strictly prohibited unless approved by the Developer in writing.
2.9 Basketball Backboards. No basketball backboards shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards whenever erected shall be approved by Developer in writing.

2.10 Mailbox and/or Paper Delivery. The Developer shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar, type, look and quality.

2.11 Fencing. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any lot, until the written consent of the Developer shall have been first obtained therefore, 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. It is hereby stipulated a three-rail split rail treated hardwood fence is the preferred material for any approved fence. Wire fencing may be attached to any approved split rail fencing on the lot owners side of the fence with Developer approval. Fences are not erected nearer to any street than the building setback line or lines shown on the Plat.

2.12 Construction in Violation of Approved Plan. Developer, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter the any lot or property upon or as to which such violation or breach exists, and to summary abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefore to acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any time and at all times have the right to enforce the same.

2.13 Power of Attorney. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, modification, consent or any other action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

2.14 The Deerfield Forest Homeowners Association, Inc. The Developer has caused or will cause to cause a non-profit corporation to be formed and incorporated under the laws of the State of Ohio named “The Deerfield Forest Homeowners Association, Inc.” (“Association”). The owners of lots in Deerfield Forest and all persons who hereafter acquire title to such lots shall be members of the Association. Upon the sale and conveyance by the Developer of all lots in the Plat and all future plats, if any, of Deerfield Forest and the affirmative vote of three-quarters (3/4) of said lot owners, the Developer, by instrument in writing in the nature of an assignment, shall vest in the Association the rights, privileges and powers reserved and retained by the Developer by the terms of this Declaration of Restrictions. Developer also reserves the right upon the sale of all lots within the Plat to transfer Detention Lot “A” of the Subdivision to the Association. The assignment shall be recorded in the Office of the Lucas County, Ohio Recorder. The Association shall have the further right to the collection and disposal of funds as herein provided and shall have the right, from and after such assignment, to enforce all provisions herein with respect to the construction, improvement, maintenance and upkeep of the Plat and future plats, if any, in the manner determined by the Association to be for the best interests of the owners of the lots in the Plat and said future plats, if any.

2.15 Expansion Rights. The Developer envisions that eventually the Subdivision will consist of one hundred twenty-one (121) or more lots created through the preparation and filing of additional plats to the Subdivision. Developer therefore expressly reserves the right, power and option to amend these restrictions so as to include and cover all lots which eventually become part of the Subdivision as and if same have been part of the Subdivision from the date of the execution and recording of any such plat or plats.

2.16 Maintenance Charges. Each and every lot in Deerfield Forest shall be subject to a maintenance charge in the amount established by the Association, initially Fifty Dollars
($50.00) annually (such assessment shall be on a per lot basis), payment to be made in equal installments on the first day of May and the first date of November each calendar year for such calendar year commencing November 1, 1995 (Plata One, Two and Three having already been recorded). The Association shall have a lien perpetually upon lots in Deerfield Forest to secure the payment of the annual maintenance charge. In default of the payment of such maintenance charge within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that The Deerfield Forest Homeowners Association, Inc. claims lien for unpaid annual assessments for the year(s) ____________ in the amount of $______________ against the following described premises:

(Insert Legal Description)

THE DEERFIELD FOREST HOMEOWNERS ASSOCIATION, INC.

By __________________________

President

STATE OF OHIO, COUNTY OF LUCAS ss:

The foregoing instrument was acknowledged before me this ______ day of ____________, 19_________ by __________________________, President of The Deerfield Forest Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

In any event any of said annual assessments are not paid when due, the Developer may, when and as often as such delinquencies occur, proceed by law to collect the amount then due by foreclosure of the above described lien, otherwise, and in such event, shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereupon or by abandonment of his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not affect the assessment lien: provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. Not sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Said charges and assessment shall be levied against all lots in Deerfield Forest and shall be applied only toward payment of the costs of collections, improvements, the expenses of maintenance of the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the lots in Deerfield Forest, including the maintenance of boulevard areas, ponding areas, drainage areas, and the management and enforcement of the Association's rights and duties under the within Declaration of Restriction.

ARTICLE III

EASEMENTS

3.1 Reservation of Easement Rights. Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Subdivision on, over, below or under all of the areas designed as "Utility Easements", "Detention Lot A", or with words of similar import, on the various plats of the Subdivision, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the subdivision. Developer also reserve to
itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility Easement," "Detention Lot" or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns. Notwithstanding the provisions of Section 2.14, the rights reserved to the Developer in this Section 3.1 shall survive the transfer of the developer's rights set forth in Section 3.1. The rights granted to the Developer in this Article III, Section 3.1 shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article III, Section 3.1 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article III, Section 3.1 shall terminate.

ARTICLE IV
DURATION OF RESTRICTIONS, AMENDMENTS

4.1 Term. These covenants and restrictions shall run with the land and shall be binding upon the Developer, and all persons claiming under or through Developer of the Association until the first day of January, 2013 at which time these covenants and restriction shall be automatically extended for successive periods of ten (10) years.

4.2 Amendments. These covenants and restrictions may be amended or revoked by the Developer unilaterally or with the approval of the owners of not less than seventy-five percent (75%) of the residential lots in the Subdivision, which amendment shall become effective from and after the filing with the Recorder of Lucas County, Ohio, of an instrument stating the amendment and signed by the Developer or an approving residential lot owners, as the case may be, with the formalities and required by law.

ARTICLE V
ENFORCEMENT OF RESTRICTION, OTHER GENERAL MATTERS

5.1 Violations Unlawful. Any violation attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or to recover damages for such violation or attempted violation.

5.2 Savings Clause. The validity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions. Developer shall indemnify its officers, employees and agents to the fullest extent permitted by law for their good faith actions taken on behalf of and at the direction of the Developer in the enforcement of these provisions and restrictions including defense of their validity.

5.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in Deerfield Forest shall be made subject to these restrictions.

5.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association as such address appears on the applicable public record.

5.5 No Waiver of Violations. 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.
5.6 Waiver of Restrictions by Developer. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Developer, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

5.7 Paragraph Headings. The paragraph headings contained in this Declaration or Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand to this instrument as of the day and year first written above.

WITNESSES:

James Construction Company, Inc.,
an Ohio corporation

James D. Sahadi, President

WITNESSES:

Kathy B. Apsey

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 2nd day of December, 1997 by James D. Sahadi, as President of James Construction Company, Inc., an Ohio corporation, on behalf of the corporation.

Kathy B. Apsey
Notary Public

KATHY B. APSEY
Notary Public, State of Ohio
Notary Commission Expires 11/31/98
CONSENT OF RECORD TITLE HOLDER
LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

TRUSTEE

The undersigned hereby consents to the execution and recording of the foregoing Declaration of Restrictions and all of the terms and conditions set forth therein.

[Signature]
Louisville Title Agency for N.W. Ohio, Inc.,
TRUSTEE
By: John W. Martin
Title: President

STATE OF OHIO, COUNTY OF LUCAS; ss:

The foregoing instrument was acknowledged before me this 2nd day of December 1997, by John W. Martin, as President of Louisville Title Agency for N.W. Ohio, Trustee, on behalf of the corporation.

[Signature]
Notary Public
Deborah Ann Robaszkiewicz
Notary Public, State of Ohio
Commission Expires 7-15-2002

This instrument prepared by:
Jerome R. Parker, Esq.
608 Madison Avenue, Ste 930
Toledo, Ohio 43604
(419) 244-6336

RECEIVED & RECORDED
DEC 03 1997
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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