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DECLARATION OF RESTRICTIONS
AS TO JAMESFORD WOODS WEST
A SUBDIVISION IN SYLVANIA
TOWNSHIP, LUCAS COUNTY, OHIO
LOTS 1 THROUGH 41 ONLY

WHEREAS, James Construction Co., Inc., an Ohio Corporation, hereinafter called "Developer", is the owner in fee simple of all of the lots 1 through 41 in Jamesford Woods West, a Subdivision in Sylvania Township, Lucas County, Ohio, to-wit:

Lot numbers One (1) through Forty one (41) inclusive, all of which real estate is hereinafter for convenience referred to as "Jamesford Woods West"; and this Declaration pertains to said lots 1 through 41 only, and

WHEREAS, Developer desires to establish a general plan for the development of Jamesford Woods West and to establish restrictions upon the manner and use, improvement and enjoyment of the lots 1 through 41 in said subdivision which will make said lots more attractive for residential purposes for its own benefit and the benefit of all future owners;

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 does for itself and its successors and assigns hereby declare, covenant and stipulate that all of the lots 1 through 41 as shown on the recorded Plat of Jamesford Woods West, a Subdivision in Sylvania Township, Lucas County, Ohio, shall hereafter be conveyed by it, its successors and assigns subject to the following restrictions:

Lot numbers One (1) through Eleven (11) inclusive in Jamesford Woods West may be used and occupied as two-family condominium residences, not to exceed two-and-one-half stories in height, hereinafter for convenience called "dwelling". 
Lot numbers Twelve (12) through Forty one (41) shall be used and occupied solely for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot, unless, or until the size, location, type, style of architecture, use, the materials of construction thereof, and the color scheme thereof, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Developer reserves the sole and exclusive right to establish grades and slopes on all lots in Jamesford Woods West 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 2. 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 setback line or lines shown upon the plat of said subdivision nor
nearer to any side line or rear line than 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, porte-cochere, and other similar projections of said dwelling.

Section 3. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any lot except for the exclusive use of the families occupying said dwelling and the servants thereof, nor unless, in the case of a single-family dwelling such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style or architecture, 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 Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single-family dwelling, 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.

Section 4. The location of any and all driveways shall be and remain as now established upon any lot, or, if not now established, shall be determined
by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in Jamesford Woods West, except as now located or determined in writing by Developer. Complete specifications for construction of any driveway shall be submitted to Developer and its approval thereof endorsed thereon in writing.

Section 5. No structure or any part thereof shall be erected, placed or maintained on any lot in Jamesford Woods West nearer to the front or street line or lines than the building setback line or lines shown upon the recorded plat of said subdivision. 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 walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, 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 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.
Section 6. In connection with the provisions contained in Section 4 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a hardship, Developer may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 7. Developer 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 highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 8. Developer reserves to itself, its successors and assigns, the exclusive right to grant consents for easements and right-of-ways in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of James Ford Woods West designed as utility right-of-ways for 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. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in James Ford Woods West, over or upon which easements for the installation and
Section 9. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot, no well for gas, water, oil or other substance (except water wells for underground sprinkling systems which shall have all parts including, but not limited to, well points, well casings, all pumps, wires, conduits and pipes shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way of for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining lot. No pole, 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 any lot or upon or visible from the outside of said dwelling without the consent of the Developer first having been obtained. No signs of any character, other than the sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any lot without the written permission of the Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in James Ford Woods West.
Section 10. Other than two (2) dogs, two (2) cats and birds, all of which are maintained within the dwelling, the maintenance of harboring of any other animal is expressly prohibited in James Ford Woods West.

Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying Sunday 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 1 to October 1 of each year prior to ten o'clock A.M.

Section 12. Any commercial vehicle, boat, house car, trailer or other similar housing device if stored on any lot in James Ford Woods West shall be housed within a garage.

Section 13. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon.

However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom.

Structures must be completed by an owner within six (6) months of the date of the beginning construction.
Section 14. 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 storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time, be established by the Developer.

Section 15. Developer, its successors and assigns 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 exists thereon contrary to the intent and meaning of the provisions hereof as 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, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 16. In all instances where plans and specifications are required to be submitted to and are approved by Developer, 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.
Section 17. 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.

Section 18. Any owner who leases his lot or the improvements constructed thereon shall be required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of this declaration of restrictions, the association's articles of incorporation and by-laws, if any, and, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases are required to be in writing and shall be for a minimum term of thirty (30) days; provided, however, that the minimum initial term of any such lease shall be six (6) months.

Section 19. No "above-ground swimming pool" shall be constructed, installed, maintained, placed or otherwise located on any lot. For purposes hereof, "above-ground swimming pool" shall mean any structure designed for the purpose of holding water for swimming or recreational purposes, any part of which (excluding ladders, safety devises, diving apparatus or similar accessories) extends above the finished grade of the lot by more the one (1) foot, regardless of whether any part of said pool is beneath said grade.
ARTICLE TWO

Section 1. Upon the completion and sale of not less than forty (40) dwellings in Jamesford Woods West, Developer may cause to be incorporated a nonprofit corporation under the laws of the State of Ohio to be called the "Jamesford Woods Property Owners Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site except in the case of condominium units where each owner shall become a member therein) and each such owner, including developer, shall be entitled to one vote on each matter submitted to a vote of members for each lot or condominium unit owned by him or its; provided, however, that where title to a lot or condominium unit is in more than one person, such co-owners, acting jointly, shall be entitled to but one vote.

Section 2. The Association, by vote of 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.
Section 3. Developer at its discretion may by an instrument in writing, in the nature of an assignment, vest the Association, if and when formed, with rights, privileges and powers herein retained by the Developer, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each Grantee of Developer, 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 Developer and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, 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 Developer shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by Developer, its successors or assigns, or by the Association.
Section 2. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until the 1st day of January, 2005, at which time these covenants and restrictions shall be automatically extended for successive periods of the (10) years. These covenants and restrictions may be amended to January 1, 2005 with written approval of not less than two-thirds (2/3rds) of the then eligible voters as set forth in Article Two (2), Section One (1), of this Declaration of Restrictions for the lots and/or condominium units in James Ford Woods West, 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 all approving lot owners with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 2005, and may be amended or terminated thereafter with the written approval of the owners of not less the one-half (1/2) of the lots and/or condominium units in James Ford Woods West upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed or of any provision hereof, or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the Community Association acquiring the rights and benefits of Developer
shall be deemed a violation of this Declaration and may be enjoined as herein
provided. The rights, privileges, and powers herein retained by Developer
shall be assignable to and shall inure to the benefit of its successors and
assigns.

IN WITNESS WHEREOF, JAMES CONSTRUCTION CO., INC., an Ohio
corporation, has hereunto set its hand this 18th day of March 1985.

Signed and acknowledged in
the presence of:

J. J. Banaszak

Mary Anne Rose

JAMES CONSTRUCTION CO., INC.

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me a Notary Public in and for said County, personally appeared

James D. Sahadi, President

of the said James Construction Co., Inc., an Ohio
corporation, who acknowledged that they did sign instrument as such officers of
said corporation in behalf of said corporation and by authority of its Board of
Directors; and that said instrument is the voluntary act and deed of the said

James D. Sahadi

as such officer and

the voluntary act and deed of said corporation for the uses and purposes
therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal the 18th day of March, 1985.

RECEIVED & RECORDED
MAR 19 1986
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

Notary Public