ST. JAMES COLONY

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ST. JAMES COLONY
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

As to lots 1 through 33 in St. James Colony, Plat I, a Subdivision in the Township of Springfield, Lucas County, Ohio.

This Declaration, made and entered into by Great Lakes Builders, Inc., an Ohio corporation, this 3rd day of June, 1988.

WHEREAS, Great Lakes Builders, Inc. is the owner of the following described real estate, situated in the Township of Springfield, Lucas County, Ohio, viz:

Lots Numbers 1 through 33, inclusive, in St. James Colony, Plat I, a Subdivision in the Township of Springfield, Lucas County, Ohio.

all of which real estate, is hereinafter for convenience referred to as "St. James Colony", and desires to develop thereon a residential community for the benefit of such community; and

WHEREAS, Great Lakes Builders, Inc. desires to provide for the preservation of the values and amenities in said community and desires to subject the real estate for its own benefit and for the benefit of all future owners or occupants of any part of St. James Colony to certain easements and rights in, over and to St. James Colony, hereinafter set forth and referred to as "Restrictions," with respect to the use thereof;

WHEREAS, the Developer desires that any lands contiguous to St. James Colony, Plat I which may be hereafter acquired, directly or indirectly, by Great Lakes Builders, Inc. or any land contiguous to any land which may hereafter be made subject to this Declaration, may be developed by the Developer in accordance with any future general plan for the development of St. James Colony and in accordance with restrictions on the manner of use, improvement and enjoyment thereof as are contained herein, and further desires to provide, at the Developer's option, for the
annexation of all or any part of such lands to the lots which are subject to these restrictions;

NOW, THEREFORE, in consideration of these premises and of the enhancement in value of St. James Colony, and to afford purchasers protection in the use and occupancy thereof and to provide a general plan for the improvement of St. James Colony as an architecturally harmonious, artistic and desirable residential complex, Great Lakes Builders, Inc., as owner of St. James Colony and for the purposes aforesaid, hereby declares and stipulates that each lot in St. James Colony hereafter will be sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions:

ARTICLE ONE

Definitions

Section 1. The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to St. James Colony Architectural Control Committee as further provided for in this Declaration and in the Code of Regulations of the Association.

(b) "ASSOCIATION" shall mean St. James Colony Property Owners Association, or a name similar thereto as provided for in ARTICLE THREE, hereof.

(c) "CODE OF REGULATIONS" shall mean the Code of Regulations of the Association, as adopted by the Association and/or the Developer.

(d) "COMMON AREAS" shall mean and refer to those areas, if any, shown on the plat of St. James Colony as for the use of all Lot Owners. The term "Common Areas" shall also include (i) the masonry fence adjacent to Bancroft Street (the "Common Area Wall") and (ii) such areas designated as common areas in any additional property subject to the terms of this Declaration as provided herein.

(e) "DECLARATION" shall mean this Declaration of Easements, Covenants and Re-
stricitions and shall include without limitation all easements, restrictions, covenants, conditions and agreements referred to herein.

(f) "DEVELOPER" shall mean and refer to Great Lakes Builders, Inc., an Ohio corporation and any successor to all or substantially all of its business of developing St. James Colony.

(g) "LIVING UNIT" shall mean and refer to any portion of a single family building situated upon the Lot, designed and intended for use and occupancy as a residence by a single family.

(h) "LOT" shall mean and refer to any of lots 1 through 33 as designated on the recorded plat of St. James Colony, Plat I improved or unimproved, on which a Structure may be located, together with any lot on any property later made subject to this Declaration pursuant to the terms hereof. The term "Lot" shall not include the Common Areas.

(i) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of St. James Colony, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(j) "PLOT/SITE PLAN" shall mean and refer to a certain plot/site plan of St. James Colony, approved as a planned unit development by the Lucas County Plan Commission and the Springfield Township Trustees as the same may be amended from time to time.

(k) "PROJECT AREA" shall mean and refer to such other parcels of land contiguous to St. James Colony Plat I, or any land contiguous to any land which may hereafter be made subject to this Declaration, which may be hereafter acquired by or on behalf of the Developer.

(l) "STRUCTURE" shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or
bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (ii) any change in the grade of any Lot more than six (6) inches from that existing at the time of purchase by an Owner.

ARTICLE TWO

Section 1. An Architectural Control Committee consisting of three (3) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Developer, and may be replaced by the Developer from time to time. The Architectural Control Committee shall continue to be appointed by or on behalf of the Developer until such time as all Lots in Plat I and in the Project Area have been sold and Living Units have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the members of the Architectural Control Committee shall be turned over to the Association.

Section 2. No Structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon any Lot unless or until the plans and specifications therefor shall have been approved in writing by the Architectural Control Committee, and a true copy of said plans, specification and details shall have been lodged permanently with the Architectural Control Committee and no Structure except such as conforms to said plot/site plans, specifications and details shall be erected, reconstructed,
placed or suffered to remain upon said Lot. The scope of the Architectural Control Committee’s inquiry and review shall be broad. In making its review of any proposed plans and specifications, the Architectural Control Committee shall consider at least all of the following items:

A. Standards and guidelines for the design of Structures including:
   1. placement
   2. building heights, area and volume
   3. all exterior materials
   4. entries and windows, including the placement thereof
   5. parking areas
   6. outside storage
   7. type of main, accessory and other Structures
   8. number of Structures
   9. cost of Structures
   10. design
   11. colors
   12. finished ground elevation
   13. building exhausts
   14. visibility of improvements from within the area and from roads and properties adjacent thereto.

B. Standards and guidelines for yards including:
   1. set-back requirements
   2. front, rear and side yard requirements and compliance of same with Planned Unit Development criteria
   3. open space
   4. landscaping
   5. topography
   6. tree lines and placement
   7. other vegetation elements and focuses
   8. locations for screening and fencing
   9. type and design of screening and fencing
   10. lighting placement
   11. view easements
   12. size and location of parking areas
   13. driveways
   14. means of ingress and egress
   15. site plans

C. Standards for harmony:
   1. whether there will be a conforming and harmony of external design and general quality with the existing standards of the neighborhood and adjacent property;
   2. the suitability of the proposed Structure and of the materials of which it is to be built to the surrounding Lots;
   3. the effect of the proposed Structure on adjacent and neighboring properties;
4. the effect of the building or Structure, as planned, on the outlook from the adjacent neighboring property.

The Committee will furnish Owners or prospective Owners with sufficient detail regarding the items set out above which will be considered in approving or disapproving any plan for the erection of improvements on all or any part of the subject property. This detailed information will be in the form of written guidelines or personal consultations, or both.

Section 1. Each Lot shall be used only for a single-family Structure and occupied solely and exclusively for private residences in the Living Units by a single family, including their family servants, and no other than one single family shall occupy a Living Unit.

Section 4. No Structure shall be erected, reconstructed, placed or suffered to remain upon said Lot, nearer to or further from any front line, side line or rear line than shall be determined by the Architectural Control Committee, in writing at the time of the approval of the plans and specifications for said Structure. Restriction as to the distance at which said Structure shall be placed from the front, side, and rear lines of said Lot, shall apply to and include porches, covered and uncovered patios, verandas, decorated walls, shrubbery, privacy fences, portes cochere, and other similar projections of said Structure. Unless specifically approved by the Architectural Control Committee, no portion of a Structure built within one (1) foot of a side Lot line shall contain a window, door or other opening.

Section 5. The location of any and all sidewalks, driveways, access ways and parking areas shall be and remain as now established by the plat of St. James Colony upon said Lots, or, if not now established, as shall be determined by the Developer, in writing at the time of the approval of the plans and specifications for said Structure. No sidewalk, driveway, access way or parking area shall be located, relocated or suffered to remain
upon St. James Colony except as now located or determined in writing by the Architectural Control Committee. Complete specifications for construction of driveway and parking areas shall be submitted to the Architectural Control Committee, and its approval thereof endorsed thereon in writing. The maintenance of any portion of a sidewalk, driveway, access way or parking area located on and within a Lot shall be the sole responsibility of the Owner of such Lot.

Section 6. No portion of St. James Colony nearer to any highway than the building set-back line or lines shown upon the plot/site plan or upon the recorded plat of St. James Colony 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 St. James Colony for sidewalks and driveways, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purpose of beautifying the premises, but not 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 St. James Colony, 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 any Lot without the written consent of the Architectural Control Committee, having been first obtained therefor. Any such fence, hedge, wall or enclosure shall be subject to the terms and conditions of such consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. That portion of each Lot not containing a structure shall be landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee, and each such area shall thereafter be maintained in accordance with such plan. That portion of each
front yard not occupied by a driveway or sidewalk shall be sodded.

Section 7. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipelines, 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 Lot or portion thereof of said Lot may now hereafter front or abut, regardless of whether such easements are for the installation of utilities to serve Lots in Plat I of St. James Colony or for lots in the Project Area, whether or not such property is then subject to this Declaration. The Developer reserves the exclusive right to extend all roadways in the development to service other property in the Project Area, whether or not such property is then subject to the Declaration.

Section 8. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under, on and/or over those areas designated on the plat of St. James Colony as easement, utility easement, driveway easement, drainage easement, sanitary sewer easement, roadway easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipelines 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 St. James Colony, over or upon which easements for the installation and maintenance of such public or private utilities will be or have been granted. No Owner of any Lot in St. James Colony shall have the right to reserve or grant any
easement or rights of way in, through, under, on or over any of
the Lots without the prior written consent of the Developer, its
successors and assigns.

Section 9. No spirituous, vinous and fermented liquors of any
kind shall be manufactured or sold, either at wholesale or
retail, upon said Lots, and no industry, business or trade,
occupation or profession of any kind shall be conducted, main-
tained or permitted upon said Lots. 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 Lots; nor shall any Lot be used in any way or
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, tele-
phone, television, electric light or any other purpose, and no
advertising sign, billboard or other advertising devices, whether
for the purpose of advertising the sale of said Lot or otherwise
(other than signs of not more than ten (10) square feet advertis-
ing the sale of the Lot on which such sign is located), shall be
erected, placed or suffered to remain upon any Lot or upon or
visible from the outside of any Structure without the consent of
the Architectural Control Committee first having been obtained.

Notwithstanding the foregoing, the right is reserved by the
Developer to erect small Structures and place signs on any unsold
Lot or improvements thereon.

Section 10. No animals, rabbits, or poultry, or any kind,
character or species of fowl or livestock, shall be kept upon or
maintained on any part of any Lot or tract. The Developer
reserves the right to adopt reasonable regulations governing the
keeping within any Structure of domestic dogs, cats or other
household pets, calculated not to become and not becoming a
nuisance to the Owners or inhabitants of St. James Colony.
Section 11. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any Lot. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any porch, patio or balcony. 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 A.M.

Section 12. No boat, boat trailer, house trailer, mobile home or truck of any type shall be parked, kept or stored on any portion of St. James Colony unless completely within a closed garage. No trailer, tent, shack, barn or outbuilding of any type shall be permitted on any portion of St. James Colony.

Section 13. The Developer reserves the sole and exclusive right to establish grades and slopes on any Lot and to fix the grade at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of St. James Colony.

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 of a Structure. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer.

Section 15. The Developer 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 said violation or breach exists, and to summarily cure, abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer, and the Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for
such entry, abatement or removal. The Lot Owner shall immediately reimburse the Developer for any costs incurred in connection with the Developer's cure, abatement or removal of such violation. Any failure to so reimburse the Developer shall give the Developer the right to place a lien upon the Lot for such amount a set forth in ARTICLE THREE hereof. A failure of the Developer or the Architectural Control Committee to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer and the Architectural Control Committee (as the case may be) shall at any and all times have the right to enforce the same.

Section 16. No grantee or successor in title shall subdivide or convey less than the whole of any Lot without first obtaining the written consent of the Developer.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto shall be any variance in the actual construction and location of any structure or addition thereto, any such variance shall be deemed a violation of these restrictions.

Section 18. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by the Developer any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer, as then recorded in the records of Lucas County, Ohio, shall be sufficient.

Section 19. The Developer may, as it deems advisable, adopt such other reasonable rules and regulations consistent with the
provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of St. James Colony and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in St. James Colony.

Section 20. At the time of construction of improvements on a Lot, the Owner thereof shall construct sidewalk(s) across the frontage of such Lot in accordance with all applicable construction specifications and location requirements. Should an Owner fail to construct sidewalks in accordance with the preceding sentence, suit may be brought by the Developer to enforce such restriction. Further, upon such failure of an Owner to construct sidewalks, Developer or the Township of Springfield shall have the right to enter upon the Lot(s) in question and to construct such sidewalks or cause the same to be constructed at the expense of the Owner of such Lot(s). In such event, the costs of construction of such sidewalks shall be and become a lien against the Lot on which the sidewalks have been constructed from the date of perfection thereof as hereafter provided and, if the costs of construction of such sidewalks shall not be paid immediately upon demand therefor, such lien may be foreclosed by an action brought by the Developer or the Township of Springfield, as in the case of foreclosures of liens against real property. The holder of any such lien may perfect such lien against third parties by filing a notice of lien as hereinafter set forth. It shall be the duty of the Owner of each Lot to keep and maintain the sidewalk located on or adjacent to his Lot in a good and sufficient manner and to clear such sidewalks of snow, ice, dirt or any other debris within twenty-four (24) hours after such deposit. Each Owner shall indemnify and hold harmless the Developer and the Township of Springfield from any liability of any such person for such Owner's neglect, failure or refusal in performing such duty.

ARTICLE THREE

Section 1. Upon the conveyance of the final unsold Lot in Plat I

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and in the Project Area by or on behalf of the Developer, or at such earlier time as the Developer may elect, the Developer shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called "St. James Colony Property Owners Association," or a name similar thereto, and upon the formation of such association, every holder of the record title of a Lot in St. James Colony shall become a member thereof, and each such Owner shall be entitled to one vote on each matter submitted to a vote of members for each Lot owned by him or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members by written action without a meeting or by vote of a majority of those members present at a duly called meeting may adopt such reasonable rules and regulations consistent with this Declaration as it may deem advisable for the maintenance, conservation and beautification of St. James Colony, and for the health, comfort, safety, and general welfare of residents of St. James Colony and all parts of St. James Colony shall at all times be maintained subject to such rules and regulations.

Section 3. The Developer may, by an instrument in writing, in the nature of an assignment, vest the Association with the rights, privileges and powers herein retained by the Developer, which said assignments shall be recorded in the office of the recorder of Deeds, Lucas County, Ohio.

Section 4. Upon the conveyance of such final unsold Lot in Plat I and in the Project Area by or on behalf of the Developer, or at such earlier time as the Developer may elect, the Developer shall convey or cause to be conveyed to the Association all of its right, title and interest in and to the Common Areas. Upon conveyance of the Common Areas to the Association as set forth in this Declaration, the Association shall assume the responsibility
for (i) the care and maintenance of the landscaping, the Common Area Wall, and any Structures located on the Common Areas, and (ii) real estate taxes and assessments, if any, which may be assessed against the Common Areas by public authorities. Notwithstanding anything contained herein to the contrary, the Common Area Wall shall not be removed or otherwise altered without the prior written consent of the Developer, which consent shall be necessary notwithstanding the fact that the Developer may no longer own an interest in a Lot or in the Common Areas.

Section 5. Each and every Lot and Lot Owner in St. James Colony shall be subject to an equal annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year. The Association shall have a perpetual lien upon the Lots to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the Owner or Owners of each Lot at the time when the assessment fell due. Each annual assessment shall become a lien against each Lot on the first day of the year in which it is due. In default of the payment of the annual assessment within sixty (60) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that St. James Colony Property Owners Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

(Insert legal description)
ST. JAMES COLONY PROPERTY
OWNERS ASSOCIATION

By
President

STATE OF OHIO
COUNTY OF

The foregoing instrument was acknowledged before me this day of , 19, by
President of ST. JAMES COLONY PROPERTY OWNERS ASSOCIATION, an
Ohio corporation, on behalf of the corporation.

Notary Public

In the event any of said annual assessments are not paid when
due, the Association may, when and as often as such delinquencies
occur, proceed by process of law to collect the amount then due
by foreclosure of said lien, or otherwise, and in such event,
shall be entitled to recover and have and enforce against each
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 by abandonment of his Lot. The line of assess-
ments provided for herein shall be subordinate to the lien of any
first mortgage. Sale or transfer of any Lot shall not affect the
assessment lien. However, the sale or transfer of any Lot
pursuant to foreclosure of a first mortgage shall extinguish the
lien of such assessment as to payments which become due prior to
such sale or transfer. No sale or transfer shall relieve such
Lot from liability for any assessments thereafter becoming due or
from the lien thereof.

The aforesaid annual assessments shall be levied
against all Lots in St. James Colony except (i) Lots owned by or
on behalf of the Developer and (ii) for any Lots owned or leased
by the Association for the common use and enjoyment of the Owners
of Lots in St. James Colony. The assessments shall be applied only toward payment of the following costs and expenses:

(a) For the construction, improvement, maintenance, alteration and removal of all lands and easements and facilities thereon which may be designated for the common use and enjoyment of the Owners of Lots in St. James Colony and the Common Areas, including, without limitation, the Common Area Wall;

(b) legal and accounting services for the Association;

(c) the full amount of any taxes and assessments assessed against the Common Areas, whether the Common Areas are then held in the name of the Developer or the Association; and

(d) for the cost of collecting assessments, and expenses of maintaining 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 Lots in St. James Colony.

Such annual assessments may be increased, decreased or adjusted from year to year by the Association as the interest of the Lot Owners in St. James Colony may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties. Upon demand of any Lot Owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate stating forth whether all assessments have been paid for such Owner’s Lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 6. Until such time as the Association shall have been formed, the Developer shall exercise all of the right of the
Association set forth in this Declaration, including, without limitation, the right to establish and collect assessments as set forth herein.

ARTICLE FOUR

Section 1. Each grantee of the 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 the Developer and the Association, as the case may be, 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 of any interest therein, and inure to the benefit of such Owner, in like manner as if the provisions of this Declaration were recited and stipulated 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 the Developer or its successors or assigns or the Association, as the case may be, 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 the Developer or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with
the land in St. James Colony, and shall be binding upon all persons (either natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in St. James Colony, regardless of how or in what manner said interest is acquired, until the first day of January 1, 2018, and except as otherwise provided in Section 3 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 3. This Declaration may be amended prior to January 1, 2018 with the written approval of the then owners of not less than two-thirds (2/3) of the Lots in St. James Colony, which amendment shall become effective from and after 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, 2018, and may be amended or terminated thereafter with the written approval of the Owners of not less than one-half (1/2) of the Lots in St. James Colony upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

Section 4. The Developer shall have the right to construe and interpret these restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound such restrictions.

Section 5. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number of violations or breaches that may occur.

Section 6. The Developer presently contemplates the development of additional lands within the Project Area for single-family purposes. The Developer, hereby reserves the right at any time
within ten (10) years of the date of this Declaration to amend this Declaration in such respects as the Developer, may deem advisable in order that such additional lands which may be developed by the Developer may be annexed and be included as a part of the Lots subject to this Declaration. Each owner of a Lot, and his mortgagees by acceptance of a deed conveying ownership of such Lot or a mortgage encumbering the ownership of such Lot, thereby consents to and approves the provisions of this section including, without limiting the generality of the foregoing, the amendment of this Declaration in the manner above provided, and all such owners and their mortgagees, upon request of the Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate said provisions. The Developer by its execution and recording of this Declaration and the platting of St. James Colony, does not represent or warrant that additional lands within the Project Area will be developed or that any final plats thereof will be filed.

Section 7. The Developer reserves the right to change, modify, alter or rescind any of the covenants and restrictions herein contained.

Section 8. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration.

Section 9. A violation of any of the rules and regulations adopted by the Developer, or by the Association, as the case may
be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 10. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

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

Witnesses:

Great Lakes Builders, Inc.,

By

William G. Baker, President

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public, in and for said County, personally appeared William G. Baker, President of said Great Lakes Builders, Inc., who acknowledged that he did sign said instrument as President of said Great Lakes Builders, Inc., 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 William G. Baker 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 this 3rd day of June, 1988.

This Instrument prepared by:

John W. Hilbert, II, Esq.
Fuller & Henry
Toledo, Ohio 43604

RECEIVED & RECORDED
AUG 17, 1989 3:41 -20-
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO