ST. JAMES WOOD PLAT 7

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ADOPTION OF "ST. JAMES WOOD, PLAT 7"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by Innsbrook Builders, Inc., an Ohio Corporation, hereinafter referred to as "DEVELOPER", this 12TH day of April, 1984.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio, viz:

> Lots Numbers Three Hundred Fifty-Three (353) through Four Hundred Thirty (430), both inclusive, in St. James Wood, Plat 7, a Subdivision in Sylvania Township, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "ST. JAMES WOOD, PLAT 7"; and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of St. James Wood, Plat 7, certain easements, and rights in, over and to St. James Wood, Plat 7 and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construct thereof, and the color scheme therefor, the grading plan of the lot, including the gra elevation of said dwellings, the plot plan showing the proposed location of said dwell upon said premises and the plans, specifications and details of said dwelling shall h 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 Develo and no dwelling except such as conforms to said plans, specifications and details sha be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for priva residence purposes by a single family, including their family servants, and no other one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain there

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line 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 Developer 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 cochere, 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 including one lot or part of one, two, or more lots delineated on the recorded Plat of St. James Wood, Plat 7, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, 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, the 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 said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitation agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erect reconstructed, placed or suffered to remain upon said premises.

SECTION 5. The location of any and all driveways shall be determined by Developer 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 premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. No portion of the within described premises nearer to any highway than the buiding set-back line or lines shown upon the Plat of said Subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be

construed as preventing the use of such portion of said premises for walks (and 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 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, underbrus or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to the placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lots in St. James Wood, Plat 7, the front yard of said lot shall be sodded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be sodded from the front of the single family residence to the curb line and the side yard facing the dedicated public street shall be sodded from the single family residence to the curb line. No fence, hedge, wall, or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

SECTION 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason, satisfactory to it, the endorsement of the provisions of said Section 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 8. Developer reserves the exclusive right to grant consent 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 utilities 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 said premises may now or hereafter front or abut.

SECTION 9. Developer 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 St. James Wood, Plat 7 designed as utility rights-of-way, for the 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, and no building or other structure, or any part thereof, shall be erected, or maintained upon any part of the property in St. James Wood, Plat 7, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

SECTION 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, 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 (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises 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 advertising sign, billboard or other advertising device 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 Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to becoming a nuisance to the owners or inhabitants of St. James Wood, Plat 7.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called), shall be parked, stored or suffered to remain upon said premises or in the streets within St. James Wood, Plat 7 unless parked or stored within a garage on said premises out of view.

SECTION 13. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

SECTION 14. All dwelling shall be equipped with a "rustic cedar" mailbox (so-called approved by The United States Postal Service. In addition, each dwelling must have sidewalks constructed as prescribed by the Lucas County Ohio Engineer. Furthermore, each Builder of dwellings on any lots in St. James Wood, Plat 7 shall comply with the site grading plan prescribed by the Lucas County Ohio Engineer. Said Lucas County Ohio Engineer may determine that certain lots may require retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County Ohio Engineer and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 15. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 16. Developer, subject to Section 14 above, 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 hereon, so that the same may conform to a general plan.

SECTION 17. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers entirely within the garage, basement or in the rear or at the side of the dwelling. In no event shall any rubbish, debris, or containers be visible from any street in the front or at the side of the dwelling. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Developer.

SECTION 18. 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 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 acquiescense 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 19. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer.

SECTION 20. 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 21. 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, determination, modification, consent or any other such action shall be valid if accomplished by persons authorized to sign Deeds on behalf of Developer, or its assigns.

ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of not less than forty (40) dwellings in said St. James Wood, Plat 7 Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "St. James Wood, Plat 7 Property Owners Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Developer 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. Until such association is formed, Developer shall retain all the rights, privileges and powers as are herein provided. Developer reserves the right to incorporate one (1) non-profit corporation under the laws of the State of Ohio for a Property Owners Association made up of all single family homeowners in the entire St. James Wood Development. In such event the membership and voting rules set forth above and below in Article Two shall apply to all single family Plats of St. James Wood which exist at the time the Association is formed and also to future single family Plats in the St. James Wood Development.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations, including the right to levy reasonable assessment

for the maintenance of common areas or other activites undertaken by the Association, 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 by an instrument in writing, in the nature of an assignment, shall vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of 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, created or reserved by this Declaration of Restrictions 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 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 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 Developer or its successors and/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. All restrictions, covenants, conditions, agreements and other provision herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supercede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or

under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

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 of 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. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. The rights, privileges and powers herein retained by Developer shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, Innsbrook Builders, Inc., an Ohio Corporation, has caused this Declaration to be signed by Robert C. Verbon, its President and Thomas L. Schlachter, its Secretary-Treasurer, being duly authorized officers of the said Innsbrook Builders, Inc., an Ohio Corporation on the day and year first above written.

(No Corporate Seal Necessary)

WITNESSES:

INNSBROOK BUILDERS, INC., an Ohio Corporation

by: Robert C. Verbon, President

by: Thomas L. Schlachter, Secretary-Treasurer

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Robert C. Verbon, President and Thomas L. Schlachter, Secretary-Treasurer of the said Innsbrook Builders, Inc., an Ohio Corporation, who acknowledged that they did sign said 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 said Robert C. Verbon and Thomas L. Schlachter and as such officers and the voluntary act and deed of said Corporation for the uses and purposes therein mentioned.

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IN TESTIMONY WHEREOF, I have hereunto set may hand and official seal at Toledo, Lucas County, Ohio this 12TH day of April, 1984.

Martin P. Dow, Attorney at Law, Notary Public,
State of Ohio, Permanent Commission

CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS

The undersigned, The Toledo Trust Company, Mortgagee of Lots Numbers Three Hundred Fifty-Three (353) through Four Hundred Thirty (430), both inclusive, in St. James Wood, Plat 7, a Subdivision in Sylvania Township, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions, for St. James Wood, Plat 7, a Subdivision in Sylvania Township, Lucas County, Ohio this 12TH day of April, 1984.

THE TOLEDO TRUST COMPANY

WITNESSES:

by: James H. Kessler, Vice-President

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named James H. Kessler, Vice-President of The Toledo Trust Company, Mortgagee of Lots Numbers Three Hundred Fifty-Three (353) through Four Hundred Thirty (430), both inclusive, in St. James Wood, Plat 7, a Subdivision in Sylvania Township, Lucas County, Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed and the voluntary act and deed of the said The Toledo Trust Company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Lucas County, Ohio, this 12TH day of April, 1984.

Martin P. Dow, Attorney at Law, Notary Public.
State of Ohio, Permanent Commission

RECEIVED & RECORDED 24.00

APR 16 1984 1:43 pm

SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

This instrument prepared by:

Thomas L. Schlachter, Attorney
5151 Monroe Street, Suite 241
Toledo, Ohio 43623

Return to:
Toledo Trust
JHK

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