ST. JAMES WOOD
PLATS 4 AND 5

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
ADOPTION OF "ST. JAMES WOOD, PLATS 4 AND 5"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by ELDERSBROOK BLDG., INC., an Ohio Corporation, hereinafter referred to as "DEVELOPER", this 21st day of May, 1950.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:
Lots numbers One Hundred Eighty-Five (185) through Two Hundred Thirty-Five (235), both inclusive, in St. James Wood, Plat 4 and lots numbers Two Hundred Thirty-Six (236) through Two Hundred Fifty-Six (256) both inclusive, in St. James Wood, Plat 5, Subdivisions in Sylvania Township, Lucas County, Ohio, all of which real estate is hereinafter for convenience to as "St. James Wood, Plats 4 and 5";

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, Plats 4 and 5, certain covenants, conditions and restrictions with respect to the use thereof.

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

ARTICLE I

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 site, 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 elevation of said dwellings, the floor plan showing the proposed location of said dwelling upon said premises 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 conform to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.
**SECTION 2.** All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

**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 Plans of said Subdivisions, 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, porte 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 include one lot or part of one, two, or more lots delineated on the recorded Plat of St. James Wood, Plats 4 and 5, 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 thereof, 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 conform 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, limitations, 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 erected, 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 building set-back line or lines shown upon the plat of said subdivisions 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, shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornaments, for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lots in St. James Wood Plats 4 and 5, 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, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of Developer shall have 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 have.
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 enforcement of the provision of said Section would work a hardship, Developer may modify such provision 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 Plans of St. James Wood, Plat 4 and 5, 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, Plats 4 and 5, 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 suffer
to remain upon said premises (except walls for lawn and landscape waterin
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 suffer 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 reasonal
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, Plats 4 and 5.

SECTION 12. No boats, trailers, motor homes, recreational vehicle
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, Plats 4 and 5 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, Plats 4 and 5 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 the event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slopes 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 underground 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, rig
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 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, 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 XV

SECTION 1. Upon the completion, sale and occupancy of not less than forty (40) dwellings in said St. James Wood, Plats 4 and 9 combined 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, Plats 4 and 9 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 owner by his 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 here 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 a
officers of the said INNESBROOK BUILDERS, INC., an Ohio Corporation on the
day and year first above written.
(No Corporate Seal Necessary)

WITNESSES:

INNESBROOK BUILDERS, INC., an Ohio Corporation
by: Robert C. Verbon, President
by: Richard G. Moses, 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 Robert C. Verbon, President and Rich
G. Moses, Vice-President of the said Innesbrook 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 Richard G. Moses and
as such officers and the voluntary act and deed of said Corporation 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 May, 1980.

[Signature]

[Seal]

MARTIN M. BOYER, 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 One Hundred Eighty-Five (185) through Two Hundred Thirty-Five (325)
both inclusive, in St. James Wood, Plat 4 and Lots Numbers Two Hundred
Thirty-Six (236) through Two Hundred Fifty-Six (256), both inclusive, in
St. James Wood, Plat 5, Subdivisions in Sylvania Township, Lucas County,
Ohio, hereby consents to the adoption of the foregoing Declaration of
Restrictions, for St. James Wood, Plats 4 and 5, Subdivisions in Sylvania
Township, Lucas County, Ohio this 12th day of May, 1980.

WITNESSES:

THE TOLEDO TRUST COMPANY

[Signature]

STATE OF OHIO, COUNTY OF LUCAS, SS:

Before me, a Notary Public in and for said County and State,
personally appeared the above-named [Name]

[Title]
of The Toledo Trust Company,
forth above and below in Article Two shall apply to all single family
Plots of St. James Wood which exist at the time the Association is formed
and also to future single family Plots 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 assessments for the maintenance of common areas
or other activities undertaken by the Association, as it may deem advisat
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 o
an assignment, shall vest the Association, if and when formed, with the
rights, privileges and powers herein retained by the said Developer, while
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 pove
of Developer, created or reserved by this Declaration of Restrictions or
by Plat or deed restrictions herefore recorded, and all easements, right
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 provisio
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 provisions 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 supersede 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 proper to purchased or acquired subject to all of the restrictions, covenants, conditions, agreements 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 provisions 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, 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, RAGBROOK BUILDERS, INC., an Ohio Corporation has caused this Declaration to be signed by Robert O. Verbon, its President and Richard O. Moses, its Vice-President, being duly authorized
Mortgages of Lots Numbers One Hundred Eighty-Five (185) through Two
Hundred Thirty-Five (235), both inclusive, in St. James Wood, Plat 4 and
Lots Numbers Two Hundred Thirty-Six (236) through Two Hundred Fifty-Six
(256), both inclusive, in St. James Wood, Plat 5, Subdivisions in Sylvan
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 Toledo Trust Company for the uses and
purposes therein mentioned.

IN TESTAMENT MERECD, I have hereunto set my hand and official
seal at Toledo, Lucas County, Ohio this 28th day of May, 1980.

[Signature]

NOTARY PUBLIC

[Stamp]

Received for record May 28, 1980 at 3:15 P.M. in
Mortgage Record 80-409A03, Lucas County, Ohio Records.