WOODSTREAM
FARMS - PLAT 14

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.
DECLARATION OF RESTRICTIONS  
AS TO  
WOODSTREAM FARMS PLAT XIV  
A SUBDIVISION IN THE CITY OF SYLVANIA  
LUCAS COUNTY, OHIO

WHEREAS, Louisville Title Agency for N. W. Ohio, Inc., Trustee, is the owner in fee simple of the following described real estate:

WOODSTREAM FARMS PLAT FOURTEEN of which this is a correct plat is comprised of part of the Southeast 1/4 of Section 8, Town 9 South, Range 6 East in the City of Sylvania, Lucas County, Ohio, and part of Lot 323 in the recorded plat of Woodstream Farms Plat Thirteen, Volume 131 page 22 Book of Plats is bounded and described as follows: commencing at an iron bolt at the Southeast corner of said Section 8 point also being the centerline of Brant Road and the centerline of the survey of King Road; thence North 00 degrees 25 minutes 00 seconds West 740.17 feet to the point of beginning; thence South 59 degrees 31 minutes 00 seconds West 414.57 feet to a point on the westerly line of the recorded plat of The Pines at Woodstream Farms Plat Two recorded in Volume 131 page 24 Book of Plats, thence along the line of said plat the following two courses: North 21 degrees 59 minutes 04 seconds West 24.79 feet, South 79 degrees 25 minutes 33 seconds West 90.70 feet; thence North 26 degrees 05 minutes 18 seconds West 331.73 feet to a point on the southerly line of the recorded plat of said Woodstream Farms Plat Thirteen; thence North 74 degrees 04 minutes 12 seconds East 150 feet; thence North 15 degrees 55 minutes 48 seconds West 135 feet to the southerly right-of-way line of Shadywood Lane; thence along said right-of-way line North 74 degrees 04 minutes 12 seconds East 60 feet; thence South 15 degrees 55 minutes 48 seconds East 135 feet to a point on the southerly line of said Woodstream Farms Plat Thirteen; thence along said southerly line and the southerly line of Woodstream Farms Plat Twelve recorded in Volume 129 page 58 Book of Plats North 74 degrees 04 minutes 12 seconds East 470.92 feet to a point on the east line of said Southeast 1/4 of said Section 8 and the centerline of survey of King Road as it now lies; thence South 00 degrees 25 minutes 00 seconds East 487.69 feet to the place of beginning and containing 5.28 acres of land, more or less.

See Vol 132 pg 84 thru 86 of Plats
See Microfilm # H 93-67

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AND WHEREAS, Trustee, for the benefit of WoodStream Development Co. (hereinafter referred to as "Developer") and for the benefit of all future owners of all or any part of the subject property, desires to establish certain rights in and restrictions upon the manner of use, improvement and enjoyment of the subject property, in order to insure the stability of land values and to protect all future owners of all or any part of the subject property from variations not in keeping with the uses, improvements and enjoyments described herein.

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of said property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Trustee, for its successors and assigns, does hereby declare and stipulate that the subject property, and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit:

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 exterior color scheme thereof, the landscape plan, 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 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 the 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 WoodStream Farms Plat XIV 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 set back lines as shown on the recorded plat, nor nearer to any front line, side line or rear line than shall be determined by Developer in writing at the time of 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, porches, and other similar projections of said dwelling.
Section 3. 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 or the recorded plat of WoodStream Farms Plat XIV but only with the
written consent of the Developer.

Section 4. 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 family occupying said dwelling and the
servants thereof, nor unless, in the case of the single family dwelling such
garage be made an integral part of said dwelling, nor unless nor until the size,
location, type style of 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 of any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any
lot nor shall any other swimming pool be installed in WoodStream Farms Plat XIV
until the plans, specifications and a plot plan showing the location of such
addition or swimming pool have been approved in writing by Developer.

Section 6. The location of any and all driveways shall 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 WoodStream Farms Plat XIV except as now located or determined
in writing by the Developer. Complete specifications for construction of any
driveway shall be submitted to Developer and its approval thereof endorsed
thereon in writing.

Section 7. No structure or any part thereof shall be erected, placed
or maintained on any lot in WoodStream Farms Plat XIV nearer to the front or
street line or lines than the building set back lines as shown on the recorded
plat. Said portion of any lot shall not be used for any purpose other than that
of a lawn; nothing herein contained, however, shall be construed as preventing
the use of such portions of any lot for walks (and drive, if otherwise permitted),
the planting of trees or shrubbery, the growing of flowers or ornamental plants,
or statuary, fountains and similar ornamental, for the purpose of beautifying
any lot, but no vegetables, so-called, nor grains of the ordinary garden or field.
variety shall be grown on 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.

Section 8. 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.

Notwithstanding this restriction, the style of three rail "split rail"
fences, but not the location, are hereby granted prior approval by the Developer,
except for corner lots, provided such "split rail" fences are not requested
nearer to any street than the rear building line of the residence, unless
approved by the Developer in writing. All lots will require written approval
before installation of said fencing.

Section 9. No basketball backboard shall be erected or attached to any
front of any dwelling or garage beyond the building line as set forth on the plat,
and all such basketball backboards wherever erected shall be approved by Developer
before installation. The only basketball backboard acceptable will have a glass
backboard with a pole painted the same color as the residence and no pads or
bright colors will be allowed on the pole.

Section 10. In connection with the provisions contained in Section 6
above, it is hereby provided that if, in the opinion of the 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 hard-
ship, 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 11. 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 12. Developer reserves to itself, its successors and assigns,
the exclusive and perpetual right to grant easements in, through, under, on and/or
over those areas designated on the plat of Woodstream Farms Plat XIV as easement,
utility easement, drainage easement, sanitary 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 WoodStream Farms Plat XIV 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 WoodStream Farms Plat XIV 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 13. 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 or 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 Developer first having been obtained. No sign of any character, other than the sales or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed or posted or otherwise displayed on or about any lot without the written permission of 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 WoodStream Farms Plat XIV.

Section 14. Other than 2 dogs, 2 cats, or 2 birds, all of which shall be maintained within the dwelling so as not to unreasonably disturb neighbors, the maintenance or harboring of any other animals is expressly prohibited in WoodStream Farms Plat XIV.

Section 15. 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 on Sundays and 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 or side 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 1st to October 1st of each year prior to ten o'clock A.M.

Section 16. Any commercial vehicle, boat, house, car, trailer or other similar housing device if stored on any lot in WoodStream Farms Plat XIV shall be housed within a garage.
Section 17. 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 18. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Developer.

Section 19. 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 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 20. Developer for itself, its successors and assigns, hereby reserves the right for and during the term of the foregoing restrictions and any renewal thereof, to file for record in the Recorder's Office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer (by certified mail return receipt requested) to an owner or owners of any lot within said WoodStream Farms Plat XIV that restriction violations may exist upon said lot. The within reservation of right shall inure to the benefit of the Homeowners Association of said WoodStream Farms XIV upon an assignment of said reservation of right by Developer to said Association duly filed in the Recorder's Office of Lucas County, Ohio.

Section 21. 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 22. 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 23. 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 such 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 24. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of WoodStream Farms Plat XIV be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary with a mailbox and/or paper delivery box of similar type, look and quality.

Section 25. On every non-corner lot within the subdivision, there shall be a minimum of five (5) trees located between the street and the front of the dwelling. Corner lots shall have a minimum of eight (8) trees. If needed, such trees shall be planted at the lot owners' expense and if not paid within 30 days after invoicing, a lien shall be filed on the property. The front yard shall be sodded and in the case of corner lots, the front yard and side yard facing the street shall be sodded.

Section 26. All garages in WoodStream Farms Plat XIV shall be side loaded. Lots #326 through #331 shall be left-hand loaded unless otherwise approved in writing by Developer. Lots #332, #333 and #334 shall be determined at the time of construction and approved in writing by Developer.

Section 27. No exterior antennas or satellite dishes will be allowed in WoodStream Farms Plat XIV unless approved in writing by Developer.

ARTICLE TWO

Section 1. Upon the sale of two-thirds (2/3) or more of the lots in the various plats of WoodStream Farms, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called "WoodStream Farms Property Owners' Association", and upon the formation of such Association, every owner (meaning a full building site) 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 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 may adopt such reasonable rules, regulations and by-laws 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 shall by an instrument in writing, in the nature of an assignment, vest the Association, 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.

Section 3.1. The rights granted to the Developer in this Article Two, Section 3.1, shall remain exclusively vested in the Developer for a period of twenty (20) years from and after the date hereof, notwithstanding any assignment by the Developer to the Association of the Developer's rights, privileges and powers as provided in Article Two, Section 3 hereof. Upon the expiration of such twenty (20) year period, or at such earlier time as the Developer may designate, the rights granted to the Developer in this Article Two, Section 3.1, shall terminate.

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 jurisdictional 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 the 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 lots or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer or the Association 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.

Each Grantee of Developer or successor of said Grantee shall be liable for Developer's attorney fees and costs incurred by virtue of any litigation as to the party rights under this Declaration of Restrictions when the Developer is the prevailing party.

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 ten (10) years. These covenants and restrictions may
be amended prior to January 1, 2005 with written approval of the then owners of not less than two-thirds (2/3) of the lots in WoodStream Farms Plat XIV 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 than one-half (1/2) of the lots in WoodStream Farms Plat XIV 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 breaches may occur.

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

Section 5. Violation of any of the rules and regulations adopted by the 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, the undersigned parties have hereunto set their hands
to this instrument as of the 29th day of October, 1993.

WITNESS:

Louisville Title Agency for N.W. Ohio, Inc., Trustee

By: Kenneth L. White, Sr.
Executive Vice-President

By: David A. Marder
Treasurer

State of Ohio, County of Lucas, ss:
The foregoing instrument was acknowledged before me this 29th day of
October, 1993, by Kenneth L. White, Sr., Executive Vice President and David A. Marder, Treasurer
of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the Corporation.

Notary Public

Witnesses:

Woodstream Development Co.

By: Douglas C. Hamsher, President

State of Ohio, County of Lucas, ss:
The foregoing instrument was acknowledged before me this 29th day of
October, 1993, by Douglas C. Hamsher, President
of Woodstream Development Co., an Ohio Corporation, on behalf of the Corporation.

Notary Public

Received & Recorded

OCT 29 1993
SUE RIOLIX
RECORDER LUCAS COUNTY, OHIO

93 3324F.11
APPIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS
For Summer Breeze Estates and Woodstream Farms

State of Ohio
?) SS:
County of Lucas
)

The undersigned John P. Danchy, being first duly sworn, deposes and states that he is the current President of the Woodstream Farms Property Owners Association, an Ohio nonprofit corporation, and that he was authorized by the Board of Trustees of the Woodstream Farms Property Owners Association to distribute and tabulate ballots regarding a proposed Amended Basketball Backboard Restriction, said ballot having been distributed to each of the subject property owners in June 1994. The undersigned Affiant further states that he has tabulated the ballots regarding the proposed Amended Basketball Backboard Restriction and that the owners of 252 lots, which is greater than two-thirds (2/3) of the subject plats lot owners, have approved the Amended Basketball Backboard Restriction.

Notice is hereby given that the heretofore existing Basketball Backboard Restriction, as set forth immediately following, has been repealed:

No basketball backboard shall be erected or attached to the front of any dwelling or garage or beyond the building line as set forth on the plat, and all such basketball backboards wherever erected shall be approved by Developer.

Notice is given that the immediately following is the newly enacted Amended Basketball Backboard Restriction:

The heretofore existing Basketball Backboard Restriction is hereby repealed.
As of 9/1, 1991 all existing basketball
backboards that are in place shall be permitted to remain, but must be properly maintained for safety and aesthetic purposes. All basketball backboards erected after May 1, 1994, including the replacement or relocation of heretofore existing backboards, must be approved in writing in advance by the Woodstream Farms Architectural Committee.

Notice is further given that the newly enacted above Amend 1 Basketball Backboard Restriction applies to the following Declarations of Restrictions and Plats:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;
(vii) The Declarations of Restrictions for Woodstream Farms Plats 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), 13, 14, 15 and 16.

Witnesses:

Jeffrey A.

John P. Danehy

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by John P. Danehy in my presence this 27th day of July, 1994.

Notary Public
My Commission Expires:

This instrument prepared by:

David L. Honold, Esq.
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Building
405 North Huron Street
Toledo, Ohio 43604
Telephone: (419) 243-1239
Facsimile: (419) 243-2719

RECEIVED & RECORDED
AUG 03 1994 9:30 AM
SUE RIoux
RECORDER, LUCAS COUNTY, OHIO
94 2005D12
AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS
For Summer Breeze Estates and Woodstream Farms

State of Ohio    )
) SS:
County of Lucas )

The undersigned John P. Danehy, being first duly sworn, deposes and states that he is the current President of the Woodstream Farms Property Owners Association, an Ohio nonprofit corporation, and that he was authorized by the Board of Trustees of the Woodstream Farms Property Owners Association to distribute and tabulate ballots regarding a proposed Satellite Dish Restriction, said ballot having been distributed to each of the subject property owners in November 1994. The undersigned Affiant further states that he has tabulated the ballots regarding the proposed Satellite Dish Restriction and that the owners of 258 lots, which is greater than two-thirds (2/3) of the subject plats lot owners, have approved the Satellite Dish Restriction.

Notice is hereby given that the immediately following is the newly enacted Satellite Dish Restriction:

Effective September 1, 1994, no satellite dish, antenna, tower, or any other structure of any kind or nature used for transmission or receiving television, radio, electronic or other communication signals may be erected or placed on any lot or home unless prior written approval has been obtained from the Woodstream Farms Architectural Committee. No satellite dish having a diameter in excess of eighteen (18) inches may be erected or placed on any lot or home. Any satellite dish, antenna, tower, or structure which is erected in violation of this provision or in violation of the conditions in the written approval shall be subject to being summarily dismantled and removed by the Woodstream Farms
Property Owners Association and the homeowner violating this provision shall be responsible for reimbursing the Association for all of the expenses, court costs and attorneys fees incurred by the Association to effectuate such dismantling, removal and abatement, either with or without court proceedings.

Notice is further given that the newly enacted above Satellite Dish Restriction applies to the following Declarations of Restrictions and Plats:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat I, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1987 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;
(vii) The Declarations of Restrictions for Woodstream Farms Plats 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), 13, 14, 15 and 16.

Witnesses:

Michelle G. Shortley

John P. Danehy

Patricia G. Casper

John P. Danehy

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by John P. Danehy in my presence this 30th day of November, 1994.

Notary Public
My Commission Expires:

DAVID L. HONOLD
ATTORNEY AT LAW
Notary Public, State of Ohio
My commission has no expiration date.

This instrument prepared by:

David L. Honold, Esq.
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Building
405 North Huron Street
Toledo, Ohio 43604
Telephone: (419) 243-1239
Facsimile: (419) 243-2719

RECEIVED &Recorded
DEC 02 1994 11:25 AM
SUE RIIOUX
RECORtER, LUCAS COUNTY OHIO

94 2895R12
AFFIDAVIT REGARDING REAL ESTATE
(Summer Breeze Estates Plat I and various Plats in Woodstream Farms, Sylvania, Ohio)

The undersigned David L. Honold, being first duly sworn, deposes and states that he is counsel for the Woodstream Farms Property Owners Association, an Ohio non-profit corporation, and that the Association by means of this Affidavit gives notice that the certain AFFIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2005D10 and the certain AFFIDAVIT AND NOTICE OF SECOND AMENDMENT TO RESTRICTIONS recorded in Deed Microfiche No. 94-2895B10 pertain to the various Plats and Declarations of Restrictions set forth as follows:

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat 1, recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01;

(ii) Declaration of Restrictions for Woodstream Farms Plat 2, dated November 8, 1984 and recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and at Deed No. 84-1356D06;

(iii) Declaration of Restrictions for Woodstream Farms Plat 4, dated January 23, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03;

(iv) Declaration of Restrictions for Woodstream Farms Plats 5, 6 and 7, dated August 1, 1985 and recorded in the Office of the Lucas County Recorder at Deed No. 85-936A12;

(v) Declaration of Restrictions for Woodstream Farms Plat 8, dated September 5, 1986 and recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09;

(vi) Declaration of Restrictions for Woodstream Farms Plat 9, dated May 23, 1988 and recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10;

(vii) Declaration of Restrictions for Woodstream Farms Plat 12 (including replatted Lot 279 which was originally part of Plat 10, but which is now part of Plat 12), dated June 26, 1991 and July 9, 1991 and recorded in the Office of the Lucas County Recorder at Deed No. 91-0946B05;
(viii) Declaration of Restrictions for Woodstream Farms Plat 13 dated October 1, 1992 and October 5, 1992 and recorded in the Office of the Lucas County Recorder at Deed No. 92-2839D08;

(ix) Declaration of Restrictions for Woodstream Farms Plat 14 dated October 29, 1993 and recorded in the Office of the Lucas County Recorder at Deed No. 93-3324E02;

(x) Declarations of Restrictions for Woodstream Farms Plats 15 and 16 and all lots in, or to be created in, Plats 15 and 16 of Woodstream Farms.

WITNESSES:

Kim Shearer
Stacey Stalker

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by David L. Honold in my presence this day of October, 1995.

Stacey L. Stalker
Notary Public
My commission expires:

After Recording Return To:
This instrument prepared by:
David L. Honold, Attorney
WASSERMAN, BRYAN, LANDRY & HONOLD
405 N. Huron St., Suite 300
Toledo, Ohio 43604
Telephone: (419) 243-1239
Fax: (419) 243-2719

RECEIVED & RECORDED

SUE RIOUX
RECORDER, LUCAS COUNTY OHIO

95 2243D04
NOTICE OF INCORPORATION OF WOODSTREAM FARMS PROPERTY OWNERS ASSOCIATION AND LIEN RIGHTS CREATED THEREUNDER

Notice is hereby given that Woodstream Development Company, pursuant to various Declarations of Restrictions for Summer Breeze Estates Plat I (now a part of Woodstream Farms Subdivision) and Woodstream Farms Plats 1, 2, 4, 5, 6, 7, 8, 9, and 12 (and also future Plats 13, 14, 15 and 16 when such Plats are recorded), has caused to be incorporated on or about June 9, 1993 WOODSTREAM FARMS PROPERTY OWNERS ASSOCIATION, an Ohio non-profit corporation. Woodstream Development Company, as Developer and Incorporator, has established and executed a Code of Regulations for Woodstream Farms Property Owners Association. Article IX of the Code of Regulations provides for annual assessments to be levied by the Association against all lots in the above Plats in the subdivision to provide funds to carry out the duties and obligations of the Association, and further provides for certain lien rights of the Association to secure payment of the annual assessments. The perfection of such a lien shall be made by filing with the Lucas County Recorder an Affidavit and Notice of Lien setting forth at a minimum the name(s) of the legal titleholder(s), the legal description of the lot, and the assessment amount owing, and shall be executed by the President, Treasurer or Secretary of the Association.

Additional information regarding assessments and lien filings may be obtained from the Association.

[Signature]
David L. Homold, Statutory Agent for Woodstream Farms Property Owners Association

[Signature]
Barbara K. Marquart
Notary Public

This Instrument Prepared by
David L. Homold, Esquire
495 E. Huron, Suite 330
Toledo, Ohio 43604

[Stamp]