WOODSTREAM FARMS - PLAT 9

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.
WHEREAS, Louisville Title Agency for N. W. Ohio, Inc., Trustee, hereinafter referred to as ("Trustee") is the owner in fee simple of the following described real estate:

WOODSTREAM FARMS PLAT NINE, which plat is laid out on and comprises all that part of the Southeast 1/4 of Section 8, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Beginning at a point on the south line of Section 8, being also the centerline of Brint Road, which is 1226.00 feet West of the southeast corner of said Section 8, said point being also on the east line of the plat of WoodStream Farms Plat Eight, as recorded in Volume III, Pages 81 thru 82, Lucas County Book of Plats; thence along the boundary of said WoodStream Farms Plat Eight the following five courses and distances:

Due North a distance of 190.00 feet;
Due East a distance of 11.00 feet;
Due North a distance of 180.00 feet;
Due West a distance of 37.68 feet and

Due North a distance of 503.23 feet to the southeasterly line of the plat of WoodStream Farms Plat Seven as recorded in Volume 107, Pages 52 and 53, Lucas County Book of Plats; thence North 74 degrees 04 minutes 12 seconds East along the southeasterly line of said WoodStream Farms Plat Seven a distance of 353.58 feet; thence Due South a distance of 970.27 feet to the south line of said Section 8, being also the centerline of Brint Road; and thence Due West along the last described line a distance of 313.32 feet to the Point of Beginning. Subject to legal highways and easements of record. Containing 6.022 acres, more or less.

WHEREAS, Trustee, for the benefit of WoodStream Development Co. (hereinafter referred to as Developer) intends to record a plat for the development of said real estate into a subdivision of lots to be known as WoodStream Farms Plat IX and to establish restrictions upon the manner of use, improvement and enjoyment of the lots in said subdivision, which will make said lots more attractive for residential purposes for its own benefit and the benefit of all future owners.

NOW, THEREFORE, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, and for the mutual benefit and protection of each and every person who shall hereafter become an owner thereof, Trustee does, for itself, and its successors and assigns, hereby declare, covenant and stipulate that all lots platted in and from the above described real estate, which plat shall be known as WoodStream Farms Plat IX, in the City of Sylvania, Lucas County, Ohio, shall be deemed sold, conveyed or transferred by said Trustee, its successors and assigns, 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 grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling shall have been approved in writing by Developer, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the Developer, and no dwelling except such as conforms to said plans, specification 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 IX, 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 side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side, and rear lines of said lot, shall apply to and include, porches, verandas, porte-cochere, and other similar projections of said dwelling.

Section 3. 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 WoodStream Farms Plat IX, 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 base of the single family dwelling such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer,
and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in Woodstream Farms Plat IX until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall 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 IX, 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 IX, 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 portion 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 ornamentations, for the purpose of beautifying any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown 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. 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
nor shall a hedge be erected, placed or suffered to remain upon any lot until the
written consent of Developer shall have been first obtained therefor and shall be
subject to the terms and conditions of said consent as to its type, height, width,
color, upkeep and any general conditions pertaining thereto that said consent may
name.

Section 8. No basketball backboard shall be erected or attached to the
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.

Section 9. 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 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 10. 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 11. Developer reserves to itself, its successors and assigns,
the exclusive right to grant consents for easements and right-of-ways, in,
through under and/or over those portions of the front, rear and sides of each lot,
as shown on the plats of WoodStream Farms Plat IX, designed as utility right-of-
ways, for the construction, operation and maintenance of electric lights, telephone
and telegraph poles, lines and conduits, or any other public utility facilities,
together with the necessary or proper incidents and appurtenances. No building
or other structure, or any part thereof, shall be erected or maintained upon
any part of the property in WoodStream Farms Plat IX, over or upon which eas-
ements for the installation and maintenance of public utilities and storm sewers
will be or have been granted.
Section 12. 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 signs of any character, other than the sale or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed 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 IX.

Section 13. Other than dogs, cats or 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 VIII.

Section 14. 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 1 to October 1 of each year prior to ten o'clock A.M.

Section 15. Any commercial vehicle, boat, house, car, trailer or other similar housing device if stored on any lot in Woodstream Farms IX shall be housed within a garage.

Section 16. 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 17. 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 18. 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 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 the 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, 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 22. 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 IX 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 23. 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. Trees shall be a minimum of five (5) feet in height. 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 24. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said lots, nor shall a hedge be erected, placed or suffered to remain upon said lots until the written consent of the 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 name.
Notwithstanding this restriction, the erection of "split rail" type fences are hereby granted prior approval by the Developer, except for corner lots, provided such "split rail" fences are not erected nearer to any street than the rear building line. Corner lots will require written approval before installation of fencing.

ARTICLE I

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 the "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 its, 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 and 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 III

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 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 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.

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 ten owners of not less than two-thirds (2/3) of the lots in WoodStream Farms Plat IX, 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 IX, 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 effect 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 15th day of MAY, 1988.

WITNESSES:

Kaye J. Wetly

Jane Aney

LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE

By: Kenneth J. White,

Executive Vice-President

By: David A. Marker, Treasurer

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this day of MAY, 1988 by Kenneth J. White, Executive Vice-President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the corporation.

SECOND RECORD 28.00

RECEIVED & RECORDED

MAY 25 1988

WITNESSES:

Bill Copeland

Recorder, Lucas County, Ohio

Kaye J. Wetly

Notary Public

By: Douglas C. Hamsher

President

WOODSTREAM DEVELOPMENT CO.

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this day of MAY, 1988 by Douglas C. Hamsher, President of WoodStream Development Company, an Ohio corporation, on behalf of the corporation.

RECEIVED & RECORDED

MAY 23, 1988

Bill Copeland

Recorder, Lucas County, Ohio

Notary Public