WOODSTREAM FARMS - PLAT II

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27498

DECLARATION OF RESTRICTIONS
WOODSTREAM FARMS PLAT II
IN THE CITY OF SYLVANIA,
LUCAS COUNTY, OHIO

WHEREAS, the Owners in fee simple of the lots set forth below are as follows:

Bridgewater Construction, Inc.	Lots 107 and 114
Martin D. Werner and Mary C. Werner	Lot 108
Louisville Title Agency for N.W. Ohio, Inc., Trustee	Lots 109, 110, 111, 112 and 113
Wise Builders, Inc.	Lot 115
Danny L. Anaya and Sharon A. Anaya	Lot 116
W and M Partnership	Lots 117 and 118
Donald L. Barnes, Trustee	Lot 119

and

WHEREAS, the Owners desire to have WoodStream Development Co. (the "Developer") act for and on behalf of the Owners as set forth below; and

WHEREAS, Owners desire Developer 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 their benefit and the benefit of all future owners.

NOW, THEREFORE, Owners, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, do, for their heirs, executors, administrators, successors and assigns, hereby declare, covenant and stipulate that all lots in WoodStream Farms Plat II in the City of Sylvania, Lucas County, Ohio, shall be conveyed subject to the following restrictions:

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 therefor, the grading plan of

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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 II and to fix the grade at which any dwelling shall herafter 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, portecochre, 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 II 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 or 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

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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 II until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Developer.

Section 6. The location of any and all driveways shall and 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 II 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 II 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 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 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 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 or beyond the building line as set forth on the plat,

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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 plat of WoodStream Farms Plat II 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 II over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spiritous, 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

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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, 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 II.

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 II.

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 or 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 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.

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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

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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 II be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box 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 owner's expense and such trees shall be a minimum of five (5) feet in height.

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 provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision.

ARTICLE TWO

Section 1. Upon the completion and sale of eleven (11) dwellings in Wood-Stream Farms Plat II, Owners 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 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

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all parts of said property shall at all times by 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.

ARTICLE THREE

Section 1. Each Grantee of Owners, 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, 2000, 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, 2000 with written approval of the then owners of not less than two-thirds (2/3) of the lots in WoodStream Farms Plat II, 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, 2000,

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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 II 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 any 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 8th day of November, 1984.

WITNESSES:

BRIDGEWATER CONSTRUCTION, INC.

By William Gibbons, Pres.

By _____

As to Bridgewater Const., Inc.

Martin D. Werner

Mary C. Werner

As to Martin D. & Mary C. Werner

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

By _____

By _____

As to Louisville Title

MASCHO AND WISE BUILDERS, INC.

By _____

By _____

As to Wise Builders, Inc.

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Sheri L Prange

Danny L. Anaya

As to Danny L. & Sharon A. Anaya

Sharon A. Anaya

W AND M PARTNERSHIP

By

By

As to W and M Partnership

John D McCarthy

Donald L. Barnes, Trustee

Robert H Beckett

As to Donald L. Barnes, Trustee

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02, MICROFICHE NO. 82 281 A04, FILED 5/7/82 SANDY ISENBERG, RECORDER, BY MB

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 6th day of November, 1984, by William C Scherer, as President, and _____, as _____ of Bridgewater Construction, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

KATHERINE WHALEN
Notary Public, State of Ohio
My Commission Expires Dec. 16, 1985

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by Martin D. Werner and Mary C. Werner, husband and wife.

Notary Public

CRAIG D. BERNARD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 1, 1987

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 8th day of November, 1984, by Kenneth T. White, Sr., as ~~Executive Vice President~~ and John W. Martin, as Vice President of Louisville Title Agency

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for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 5th day of November, 1984, by Steven F. Mascho, as President and Carl F. Wise, as Vice President of Mascho and Wise Builders, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public
SCOTTO HARRIS
Attorney At Law
Notary Public, State of Ohio
My Commission has No Expiration Date

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 1st day of November, 1984, by Danny L. Anaya and Sharon A. Anaya, husband and wife.

JAMES D. ARMSTRONG
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 21, 1988

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 6th day of November, 1984, by Don Wyper and Harry J. Madden, partners, on behalf of W and H Partnership, a partnership.

Notary Public
REBECCA A. JONES
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES NOVEMBER 18, 1987
RECORDED IN LUCAS COUNTY

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 2nd day of November, 1984, by Donald L. Barnes, Trustee.

Notary Public
JOHN F. McCARTHY
Attorney-at-Law
Notary Public — State of Ohio
My Commission has no expiration date

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The undersigned Developer hereby accepts all of the responsibilities set forth above.

WITNESSES:

WOODSTREAM DEVELOPMENT CO.

By Douglas C. Wamsley Pres

By _____

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 5th day of November, 1984, by Douglas C. Wamsley, as President and _____, as _____ of WoodStream Development Co., an Ohio corporation, on behalf of the corporation.

Notary Public

KATHERINE WHALEN
Notary Public, State of Ohio
My Commission Expires [illegible]

This instrument prepared by:
John F. McCarthy, Esq.
Toledo, Ohio 43604

Louisville Box
Attn: Ken White

30.00

RECEIVED & RECORDED
NOV - 9 1984 9a
SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

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SECOND RECORD
28092

DECLARATION OF RESTRICTIONS
WOODSTREAM FARMS PLAT II
IN THE CITY OF SYLVANIA,
LUCAS COUNTY, OHIO

WHEREAS, the Owners in fee simple of the lots set forth below are as follows:

Bridgewater Construction, Inc.	Lots 107 and 114
Martin D. Werner and Mary C. Werner	Lot 108
Louisville Title Agency for N.W. Ohio, Inc., Trustee	Lots 109, 110, 111, 112 and 113
Wise Builders, Inc.	Lot 115
Danny L. Anaya and Sharon A. Anaya	Lot 116
W and M Partnership	Lots 117 and 118
Donald L. Barnes, Trustee	Lot 119

and

WHEREAS, the Owners desire to have WoodStream Development Co. (the "Developer") act for and on behalf of the Owners as set forth below; and

WHEREAS, Owners desire Developer 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 their benefit and the benefit of all future owners.

NOW, THEREFORE, Owners, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, do, for their heirs, executors, administrators, successors and assigns, hereby declare, covenant and stipulate that all lots in WoodStream Farms Plat II in the City of Sylvania, Lucas County, Ohio, shall be conveyed subject to the following restrictions:

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 therefor, the grading plan of

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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 II and to fix the grade at which any dwelling shall herafter 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, veranda, portecochre, 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 II 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 or 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

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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 II until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by the Developer.

Section 6. The location of any and all driveways shall and 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 II 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 II 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 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 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 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 or beyond the building line as set forth on the plat,

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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 plat of WoodStream Farms Plat II 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 II over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 12. No spiritous, 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, 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 II.

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 II.

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 or 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 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

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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 II be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the mailbox and/or paper delivery box 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 owner's expense and such trees shall be a minimum of five (5) feet in height.

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 provided such "split rail" fences are not erected nearer to any street than the building set-back line or lines shown on the plat of this subdivision.

ARTICLE TWO

Section 1. Upon the completion and sale of eleven (11) dwellings in WoodStream Farms Plat II, Owners 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 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

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all parts of said property shall at all times by 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.

ARTICLE THREE

Section 1. Each Grantee of Owners, 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, 2000, 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, 2000 with written approval of the then owners of not less than two-thirds (2/3) of the lots in WoodStream Farms Plat II, 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, 2000,

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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 II 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 any 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 8th day of November, 1984.

WITNESSES:

BRIDGEWATER CONSTRUCTION, INC.

By William Gibson, Pres.

By

As to Bridgewater Const., Inc.

Martin D. Werner

Mary C. Werner

As to Martin D. & Mary C. Werner

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

By

By

As to Louisville Title

MASCHO AND WISE BUILDERS, INC.

By

By

As to Wise Builders, Inc.

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84-1330005

Sheri L Prange

Danny L. Anaya

As to Danny L. & Sharon A. Anaya

Sharon A. Anaya

W AND M PARTNERSHIP

By

By

As to W and M Partnership

Donald L. Barnes, Trustee

Donald L. Barnes, Trustee

As to Donald L. Barnes, Trustee

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02, MICROFICHE NO. 82 281 A01, FILED 5/7/82 SANDY ISENBERG, RECORDER, BY AB.

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 6th day of November, 1984, by William C Scherer, as President, and _____, as _____ of Bridgewater Construction, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

KATHERINE WHALEN
Notary Public, State of Ohio
My Commission Expires 10 1985

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by Martin D. Werner and Mary C. Werner husband and wife.

Notary Public

CRAIG D. BERNARD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 1, 1987

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 8th day of November, 1984, by Kenneth I. White, Sr., as ~~Executive Vice President~~ and John W. Martin, as Vice President of Louisville Title Agency

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for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public

LINDA L. JUSTUS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 30, 1988

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 14th day of November, 1984, by Steven F. Mascho, as President and Carl F. Wise, as Vice President of Wise Builders, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

SCOTT D. HARRIS
Attorney At Law
Notary Public, State of Ohio
My Commission has No Expiration Date

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by Danny L. Anaya and Sharon A. Anaya, husband and wife.

JAMES C. ARMSTRONG
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 21, 1988

Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 6th day of November, 1984, by Don Wyper and Harry J. Madden, partners, on behalf of W and M Partnership, a partnership.

Notary Public

REBECCA A. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOVEMBER 16, 1987
RECORDED IN LUCAS COUNTY

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 2nd day of November, 1984, by Donald L. Barnes, Trustee.

Notary Public

JOHN F. McCARTHY
Attorney at Law
Notary Public — State of Ohio
My Commission has no expiration date

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The undersigned Developer hereby accepts all of the responsibilities set forth above.

WITNESSES:

WOODSTREAM DEVELOPMENT CO.

By Douglas C. Wamsley Pres

By _____

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 5th day of November, 1984, by Douglas C. Wamsley, as President and _____, as _____ of WoodStream Development Co., an Ohio corporation, on behalf of the corporation.

Katherine Whalen
Notary Public.

KATHERINE WHALEN
Notary Public, State of Ohio
My Commission Expires

This instrument prepared by:
John F. McCarthy, Esq.
Toledo, Ohio 43604

RECEIVED & RECORDED
NOV 15 1984
2 35 pm
SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

30.00

Louisville Box
Attn: Ken White

RECEIVED & RECORDED
NOV - 9 1984
4 00 pm
SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

30.00

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~~84-133003~~

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RATIFICATION OF RESTRICTIONS

This Ratification of Restrictions entered into this 30th day of November, 1984 by Gary S. Hanenkrath and Teri L. Hanenkrath, husband and wife, (hereinafter referred to as "Hanenkraths").

WHEREAS, on November 9, 1984, there was filed in the Office of the Recorder of Lucas County, Ohio, a certain Declaration of Restrictions covering "Woodstream Farms Plat II", which Restrictions were recorded as Mortgage Document Number 84-1330-C09; and

WHEREAS, said Restrictions were re-filed in said Recorder's Office on November 15, 1984 and recorded as Mortgage Document Number 84-1356-D06; and

WHEREAS, said "Woodstream Farms Plat II" is one and the same subdivision legally known as Woodstream Farms Plat Two, a Subdivision in the City of Sylvania, Lucas County, Ohio; and

WHEREAS, the undersigned Hanenkraths acquired title to Lot Number 109 in Woodstream Farms Plat Two, a Subdivision in the City of Sylvania, Lucas County, Ohio, by deed filed in said Recorder's Office on November 14, 1984 and recorded as Deed Document Number 84-480-A07; and

WHEREAS, the Hanenkraths were not parties to said aforementioned recorded Restrictions and desire to have the benefit of and be bound by said Restrictions;

NOW THEREFORE, the Hanenkraths, for themselves, and for their respective heirs and assigns, in consideration of the protective benefits to be received from the aforementioned Restrictions, and in further consideration of One Dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby ratify, confirm and agree that their aforementioned property, Lot Number 109 Woodstream Farms Plat Two, a Subdivision in the City of Sylvania, Lucas County, Ohio,

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shall be bound by the Restrictions recorded as Mortgage Document Number 84-1330-C09 and re-filed as Mortgage Document Number 84-1356-D06.

Signed, acknowledged and
delivered in the presence of:

Gary S. Hanenkrath

Teri L. Hanenkrath

State of Ohio)
County of Lucas) ss

The foregoing instrument was acknowledged before me this 30th day of November, 1984 by Gary S. Hanenkrath and Teri L. Hanenkrath, husband and wife.

Notary Public

This instrument was prepared by:
Harry O. Ernsberger, Jr., Attorney

HARRY O. ERNSBERGER, JR.
Notary Public, State of Ohio
My Commission is Permanent

Louisville Box
ATTN: K. White

RECEIVED & RECORDED
DEC 10 1984
RECORDER, LUCAS COUNTY, OHIO

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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.

David L. Honold, Statutory
Agent for Woodstream Farms
Property Owners Association

Sworn to and subscribed in my presence this 9th day of July, 1993.

Barbara K. Marquart
Notary Public

My Commission Expires:
BARBARA K. MARQUART
Notary Public, State of Ohio
My Commission Expires 2-3-97

This Instrument Prepared by:
David L. Honold, Esquire
405 N. Huron, Suite 300
Toledo, Ohio 43604

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Misc - 10.00

RECEIVED & RECORDED

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RECORDER,LUCAS COUNTY,OHIO

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AFFIDAVIT AND NOTICE OF 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 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 May 1, 1994 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 Amended 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;

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(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:

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:

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

This instrument prepared by:

SEE ENV.

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

1800

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AUG 03 1994 9 20 AM
SUE RIOUX
RECORDER,LUCAS COUNTY,OHIO

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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, 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:

Michelle G Shortridge

Patricia A. Crayne

John P. Danehy
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:

SEE ENV

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 11:57 AM

SUE RIOUX
RECORDER, LUCAS COUNTY OHIO

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\WOODSTRE\AFFSATEL

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ASSIGNMENT

This Assignment is made and entered into by Woodstream Development Company, an Ohio corporation (hereinafter "Woodstream") as of this 20th day of July, 1993.

WITNESSETH THAT:

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 83-243A01, Woodstream, as the owner of Summerbreeze Estates Plat I and Woodstream Farms Plat I, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 84-1330C09 and 84-1356D06, Woodstream, as the owner of Woodstream Farms Plat II, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 85-079C03, Woodstream, as the owner of Woodstream Farms Plat IV, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 85-938A12, Woodstream, as the owner of Woodstream Farms Plat V, VI and VII, in the City of Sylvania, Lucas County, Ohio, submitted said Plats to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 86-1287D09, Woodstream, as the owner of Woodstream Farms Plat VIII, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 88-639C12 and 88-662D10, Woodstream, as the owner of Woodstream Farms Plat IX, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants;

WHEREAS, by a Declaration of Restrictions recorded in the Office of the Lucas County Recorder at Deed No. 91-094B05, Woodstream, as the owner of Woodstream Farms Plat XII, in the City of Sylvania, Lucas County, Ohio, submitted said Plat to certain restrictions and covenants (collectively all of the above Declarations of Restrictions are hereinafter referred to as "Declarations"; collectively all of the above Plats are hereinafter referred to as "Plats");

WHEREAS, Woodstream, pursuant to said Declarations, reserved the right to vest a property owners association with the rights, privileges and powers retained by Woodstream in the Declarations;

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WHEREAS, Woodstream Farms Property Owners Association was duly organized as an Ohio non-profit corporation on June 9, 1993;

WHEREAS, Woodstream desires, pursuant to said Declarations, to assign to Woodstream Farms Property Owners Association all the rights, privileges and powers retained by Woodstream in said Declarations relating to the corresponding Plats.

NOW, THEREFORE, Woodstream, pursuant to the said Declarations, hereby assigns to Woodstream Farms Property Owners Association all of its rights, privileges and powers (except as otherwise provided herein) in, to and under said Declarations relating to each of the corresponding Plats. Woodstream specifically reserves exclusively to itself, and does not assign to Woodstream Farms Property Owners Association, its rights pursuant to Article One, Sections 10 and 11 of the Declarations and the right to act as Architectural Control Committee pursuant to Article 7 1 of the Code of Regulations of Woodstream Farms Property Owners Association.

IN WITNESS WHEREOF, Woodstream has caused this Assignment of the Declarations to be signed by it as of the day and year first above written.

WOODSTREAM DEVELOPMENT COMPANY

By: _____
Douglas C. Wamsher, President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Personally appeared before me, the undersigned, a notary public in and for said county, this 20th day of July, 1993, the above-named Douglas C. Wamsher, President of Woodstream Development Company, an Ohio corporation, who acknowledged the signing of the foregoing to be his free act indeed for the uses and purposes herein mentioned.

Witness my hand and official seal on the day and year aforesaid.

_____
Notary Public
JOHN E. MAUNTLER, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date

This Instrument Prepared By:
FULLER & HENRY
One SeaGate, 17th Floor
Toledo, Ohio 43604-2606

(jem:47a:assignmc.ml)

RECEIVED & RECORDED
AUG 09 1993
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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