WOODSTREAM FARM - PLAT III

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23525

DECLARATION OF RESTRICTIONS

FOR

WOOD STREAM FARMS PLAT III

A SUBDIVISION

IN

THE CITY OF SYLVANIA, LUCAS COUNTY, OHIO

This Declaration of Restrictions adopted by Wood Stream Development Co., an Ohio corporation, hereinafter called "Developer", Louisville Title Agency for N.W. Ohio, Inc., Trustee, hereinafter called "Record Title Holder"; and by The Woodforest Parkway Homeowner's Association, an Ohio nonprofit corporation, hereinafter called "Association", on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS, Developer is an Ohio corporation and is the owner of all lots as shown on the recorded plat of Wood Stream Farms Plat III, hereinafter called "Subdivision", legally described on Exhibit A, attached hereto and made a part hereof, recorded in Page 107, Pages 1+2, Lucas County, Ohio record of Plats, and

WHEREAS, Association is a nonprofit corporation formed by Developer whose members shall be all of the owners of all of the lots in such Subdivision and Association is the owner of all
that portion of the Subdivision designated as the common area on
such recorded plat including the portions thereof designated to
be used for roadway and utility purposes, as well as, recreational
and open space purposes; and

WHEREAS, Wood Stream Farms Plat III is a residential
subdivision developed as a planned development of a subdivision
with zero lot lines pursuant to Chapter 1155 of the Codified
Ordinance of the City of Sylvania, Lucas County, Ohio.

NOW, THEREFORE, Developer and Association in consid-
eration of the enhancement in the value of said property by
reason of the adoption of the restrictions hereinafter set forth
and in furtherance of the community development plan do for
themselves, their successors and assigns hereby declare, covenant
and stipulate that all property as shown on the recorded plat of
Wood Stream Farms Plat III, a Subdivision in the City of Syl-
vania, Lucas County, Ohio, shall hereafter be conveyed by them,
their successors and assigns subject to the following restric-
tions, covenants and conditions which restrictions shall to the
extent legally permissible, supersede any and all other restric-
tions heretofore enforced on said property by any other instru-
m ents.
ARTICLE I
RESTRICTIONS

1.1 All transfers and conveyances of each and every residential lot in the Subdivision shall be made subject to these covenants and restrictions.

1.2 These covenants and restrictions shall run with the land and shall be binding upon Developer, Association and all persons claiming under or through them until January 1, 2000, or which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

1.3 These covenants and restrictions may be amended prior to January 1, 2000 or may be amended or terminated after January 1, 2000 by the then owners of at least two-thirds (2/3) of the lots in said Subdivision.

1.4 Any amendment or termination shall be in the form of a written instrument setting forth the changes herein or termination hereof, as the case may be, signed and acknowledged by the then owners of at least two-third (2/3) of said lots with the same formalities then required for the execution of a deed to real estate in Lucas County, Ohio which instrument shall be filed for record with the Recorder of Lucas County, Ohio.

1.5 The effective date of any amendment or termination shall be as of the date such instrument is recorded with the Recorder of Lucas County, Ohio unless a later effective date is indicated in such instrument, in which event such later date shall be the effective date thereof.

1.6 Any violation or attempt to violate any of the restrictions or covenants herein contained while the same are in force shall be unlawful. Developer, The Woodforest Parkway Homeowner's Association, the architectural control committee, or the owner of any residential lot in the Subdivision shall have the right to maintain an action at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to enjoin such violation, to cause the removal of any structure in violation, and to
recover damages for any such violation or attempted violation.

1.7 The failure to enforce any violation or breach of any of these provisions no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions.

1.8 In the event any of the restrictions and covenants contained herein shall be unlawful or void by reason of violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor then such restrictions and covenants shall continue only for and until the day preceding expiration of the maximum length of time for which such conditions and restrictions may legally exist and on such date shall thereupon terminate.

1.9 Invalidation of any of the restrictions and covenants, in whole or in part herein, by judgment or court order or by act of the owners as herein provided shall not affect, in any manner, the validity, enforceability or effect of any other provisions contained herein, all of which shall remain in full force and effect.

ARTICLE II
RESIDENTIAL LOTS

2.1 The entire Subdivision comprising the community development plan and the structures to be erected thereon shall be used only for single family dwellings and two single family dwellings having one common wall, herein-after known as a two family villa, together with the usual accessory uses pertaining thereto such as private or storage garages, storage space and community activities including noncommercial recreational facilities.

2.2 The thirty-eight (38) lots located as shown on the recorded plat shall be residential lots and the remainder of the real estate included in the Subdivision designated as common area shall be used exclusively for roadway and utility purposes as shown on the recorded plat and the noncommercial recreational facilities and open space areas.
2.3 The thirty-eight (38) residential lots consist of nineteen (19) pairs of two (2) lots each which adjoin each other. Such lots are lots one (1) through thirty-eight (38) inclusive. Such lots shall be designated as two (2) family villa residential sites. On each pair of adjoining lots comprising a two (2) family villa site there may be constructed either two (2) residential structures, each structure being a single family dwelling, or in the alternative one (1) residential structure which shall be either a single family dwelling or a two (2) family dwelling occupying both lots comprising the two (2) family villa site.

2.4 The owner of one (1) lot in a pair of lots which comprise a two (2) family villa residential site and who has erected a single family dwelling on such lot shall have an option to purchase the second adjoining lot if the owner of such second adjoining lot does not erect a single family dwelling thereon for a period of one (1) year after completion of the dwelling on the first lot.

2.5 The option price shall be an amount equal to the purchase price paid for such second adjoining lot, at the time it was purchased from the Developer, plus interest thereon at the rate of twelve percent (12%) per annum from the date such second lot was purchased from the Developer to the date such option is exercised.

2.6 In the event the owner of the lot on which a residential dwelling has been erected does not exercise such option to purchase the second adjoining lot within a period of thirty (30) days after expiration of the one (1) year term set forth above, then the Developer shall have an option to purchase said lot at the same option price to be exercised in the same manner at any time during the next succeeding thirty (30) days after expiration of the one (1) year term set forth above. In the even notice of intent to exercise such option is not furnished to the owner of the second adjoining lot within the periods set forth above, such options shall terminate.

2.7 Upon completion of a dwelling on one (1) lot in a pair of lots comprising a two (2) family villa site, the Secretary of the Association shall furnish the owners of each lot comprising such site a Certificate from the
Association setting forth the term of the one (1) year period after completion of the dwelling on the first lot, which term shall commence on the first day of the calendar month immediately following the date on which such Certificate is furnished to the owners of such lots.

2.8 The Certificate of such one (1) year term and any notice of intent to exercise such option shall be mailed by certified mail, return receipt requested to, the then real estate mailing address of the owner of the lot in question as the same appears in the records of Lucas County, Ohio and shall be effective from the date such Certificate or notice of intent, as the case may be, is deposited with the U.S. Postal Service, postage pre-paid addressed to such owner.

2.9 In the event the option to purchase is exercised as set forth above, closing of the purchase and sale of such second adjoining lot shall take place within thirty (30) days after notice of intent to exercise such option as set forth above, with seller furnishing a current Sasamaned Certificate of Title and conveyance by properly executed Warranty Deed of good and merchantable title, free and clear of all liens and encumbrances except taxes and assessments due and payable after date of closing to be pro-rated in accordance with the payment date method used in the City of Sylvania, Ohio and subject to all easements and restrictions applicable to all residential lots in the Subdivision.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 No structure or other improvement including, but not limited to, homes, garages, basements, driveways, fences, walls, bridges, patios, decks, hedges or other enclosures shall be erected, improved, changed or altered on any lot or area in the Subdivision until detailed plans and specifications therefore have been approved in writing by the architectural control committee.

3.2 Such detailed plans and specifications shall show the size, location, type, architectural design, quality, use, material construction, color scheme and grading plan for the lot or area and the finished grade.
elevation thereof and must be prepared by a competent architect or drafter.

3.3 Such plans and specifications shall be furnished to the committee in sufficient numbers so that the committee can retain a true copy thereof with its records.

3.4 All residential dwellings and accessory structures must be erected wholly within the residential lot lines and no closer to any of the roadways than the building lines of the residential lots as shown on the recorded plat.

3.5 If approved by the architectural control committee, patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery may extend into the common area immediately adjacent to dwellings which have been erected wholly within the residential lot lines.

3.6 Protective boards from the ground to at least a six-foot height are to be placed around all trees of 3" diameter or greater during the construction period for each residential dwelling.

3.7 The maximum height of all new residential dwellings erected within the Subdivision shall be two and one-half (2 1/2) stories or thirty-five (35) feet.

3.8 Should a residential dwelling or any part thereof be built less than two (2) feet from a side property line then the owner of said residential dwelling may use that side yard space for maintaining and draining his dwelling and yard, but the owner of that lot adjacent to that property line shall have an easement giving him the nonexclusive right to landscape and use that space so long as the adjacent owner properly and regularly maintains said space, the adjacent owner's use of it does not become a nuisance to the owner of that space and the adjacent owner does not prevent the owner of that space from having reasonable access to service his residential dwelling.

3.9 The purpose of requiring detailed plans and specifications as herein set forth is to develop the Subdivision as an architecturally harmonious artistic and desirable residential subdivision having a parklike atmosphere.
with residences located in an apparent random and casual manner following a precise landscape plan.

3.10 Developer shall establish a master plan for landscaping of the entire Subdivision which master plan shall take priority over individual landscaping plans with individual fences or hedges being allowed only with committee approval. Such master plan for landscaping shall be filed with the Association.

3.11 Developer shall establish a general architectural theme for roof design and material, trim colors, brick specifications and window detail and reserves the sole and exclusive right to establish grades and slopes of lots and to fix the grade at which any building or structure shall hereafter be erected or placed thereon so that the same may conform to the master plan for the development and use of the Subdivision.

3.12 In approving or withholding approval of any detailed plans and specifications submitted to it, the architectural control committee may consider the appropriateness of the improvement contemplated with relation to the improvements on contiguous or adjacent lots, its adaptability to the lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the owners of lots in the Subdivision as a whole. Any determination made by the architectural control committee in good faith shall be binding on all parties in interest.

3.13 Members of the architectural control committee shall be appointed by the Developer until such time as Developer has conveyed to others all of the residential lots in the Subdivision and residential structures have been erected on each of such residential lots. Thereafter members of the architectural control committee shall be appointed by The Woodforest Parkway Homeowner's Association. Developer reserves the right, prior to conveyance of all lots in the Subdivision to others and erection of structures thereon, to relinquish its power to appoint the members of the architectural control committee by written instrument delivered to the Association whereupon the right to appoint members of the architectural control committee shall thereafter be exercised by the Association.
3.14 No structures or any part thereof shall be erected or maintained over any part of the area designated as easement, utility easement, drainage easement or words of similar import on the recorded plat of the Subdivision. The term structures for this purpose shall include houses, garages, other buildings and similar structures but shall not include driveways, walkways, patios, fences, decks and similar improvements.

3.15 Until such time as Developer has conveyed to others all residential lots and dwellings owned by it, in the Subdivision, then notwithstanding any of the provisions contained in this Declaration of Restrictions, the Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the lots in the Subdivision and maintain a large temporary sign on Brunt Road advertising the sale of property in the Subdivision.

ARTICLE IV
THE WOODFOREST PARKWAY HOMEOWNER'S ASSOCIATION

4.1 All owners of residential lots in the Subdivision and all persons who hereafter acquire title to a residential lot in the Subdivision shall automatically become a member of The Woodforest Parkway Homeowner's Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the recorded plat, this Declaration of Restrictions and the Articles and Code of Regulations of such Association.

4.2 Each member of the Association, in common with all other members as owners of residential lots in the Subdivision, shall have the right to use the common areas and facilities in the Subdivision for all purposes incidental to the use and occupancy of his residential lot as a place of residence and other incidental uses including the non-exclusive easement together with other lot owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from each residential lot.

4.3 All members shall use the common areas and facilities in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association and their respective families, guests.
invites, and servants except to the extent that the architectural control committee has approved the extension into the common area immediately adjacent to dwellings erected on a residential lot of patios, open porches, decks, walkways, driveways, decorative walls, privacy screens and shrubbery.

4.4 The Association shall collect and disburse funds for all purposes which the Board of Trustees determines from time to time to be for the general benefit of the owners of all residential lots in the Subdivision.

4.5 The Association shall enforce all provisions of the recorded plat, these restrictions and regulations promulgated by it with respect to the use and occupancy of residential lots and common areas in the Subdivision.

ARTICLE V

ASSESSMENTS

5.1 Commencing July 1, 1985 and thereafter each residential lot in the Subdivision and the owners thereof shall be subject to an annual assessment for each fiscal year thereafter in amounts as determined by the members of the Association prior to the end of the preceding fiscal year.

5.2 The annual assessment shall be payable in equal monthly installments on or before the first day of each month during the fiscal year for which the assessment is levied.

5.3 Each assessment as aforesaid shall become a lien against each residential lot on the first day of the fiscal year in which it becomes due and payable.

5.4 A Notice of Lien may be recorded in the Lien Records of the Recorder of Lucas County, Ohio if any monthly installment of an annual assessment is in arrears for more than sixty (60) days from the date it is due and payable.

5.5 Such Notice of Lien shall identify the residential lot, the year and amount of the annual assessment, and be
executed by the president of the Association with the
formalities then required to record a lien against real
estate in Lucas County, Ohio.

5.6 The Association's Lien shall be subordinate to the lien
of any real estate mortgage on any residential lot
recorded prior to recording of the aforesaid Notice of
Lien.

5.7 The sale or transfer of any residential lot pursuant to
judicial foreclosure proceedings of a mortgage thereon
shall extinguish such lien with respect to payments
which become due and payable prior thereto but shall
not relieve such lot from liability for assessments
thereafter becoming due or payable or from the lien
thereof.

ARTICLE VI

USE AND ACTIVITIES

6.1 No portion of any residential lot or structure thereon
shall be used or permitted to be used for any business
purposes whatsoever and no noxious, offensive or
unreasonably disturbing activities shall be carried on
upon any part of the Subdivision, nor shall anything be
done thereon which may be or become an annoyance or
nuisance in the Subdivision.

6.2 No well for gas, water, oil or other substance shall at
any time be erected, placed or maintained on any of
such residential lots other than a well for water for
recreation or maintenance purposes which shall first
have been approved by the architectural control commit-
tee.

6.3 No residential lot shall be used for the storage of
automobiles, trailers, scrap, scrap iron, water, paper,
glass, or any reclamation products or material except
that during the period while the structure is being
erected, upon any such lot, building materials to be
used on the construction of such structure may be
stored thereon, provided however, any building material
not incorporated in said structure within ninety (90)
days after its delivery to such lot, shall be removed
therefrom.
6.4 All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from said lots without the approval of the architectural control committee.

6.5 No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence temporarily or permanently in the Subdivision. No dwellings erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the architectural control committee.

6.6 Any truck, boat, bus, tent, mobile home, trailer or other similar housing device, if stored on any lot, shall be suitably housed within a garage building.

6.7 Dogs, cats or other household pets suitably maintained and housed within the residential dwelling may be kept subject to rules and regulations adopted by the Woodforest Parkway Homeowner's Association, provided, however, no animal of any sort may be kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with rules and regulations adopted by the Association.

6.8 All rubbish, debris and garbage shall be stored in underground containers or entirely within the dwelling structure.

6.9 No signs of any character other than small signs of not more than ten (10) square feet advertising the sale of the lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any lot without the written consent of the Association and the Association shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

6.10 Any owner who leases his residential dwelling shall be required to provide in his lease that the term of the
lease shall be subject in all respects to the prov-
visions of these Restrictions, and the Association's
Articles of Incorporation and Code of Regulations, and
that any failure by the lessee to comply with the terms
of such documents shall be a default under the lease.
All leases are required to be in writing and shall be
for a minimum term of thirty (30) days, provided,
however, that the minimum initial term of any such
lease shall be six (6) months.

ARTICLE VEE

DEVELOPER

7.1 Developer shall have the exclusive right to consent and
grant easements and rights of way for the construction,
operation and maintenance of electric light, telephone,
telegraph and other public or quasi-public utilities,
lines, poles, wires and conduits including underground
facilities on, over, below or under the common areas
designated on the recorded plat and along and upon all
highways now existing or hereafter established and
shutting the Subdivision. Developer may amend the plat
if additional land shutting the Subdivision on the east
is acquired to expand the planned development to such
shutting land.

7.2 Developer also reserves the right to go upon or permit
any public or quasi-public utility company to go upon
the lots in the Subdivision from time to time to
install, maintain and remove such equipment and to trim
tress and shrubbery which may interfere with the
successful and convenient operation of such equipment.

7.3 Developer reserves the right to relinquish its powers
with respect to easements as set forth in this Article
by written instrument delivered to the Association
whereupon all rights with respect to easements as set
forth in this Article shall thereafter be exercised by
the Association.

7.4 Developer shall have the right to construe and inter-
pret these restrictions and its construction or inter-
pretation made in good faith shall be conclusive and
binding as to all persons and property benefited or
bound by these restrictions.
7.5 Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association, whereupon all rights with respect thereto shall thereafter be exercised by the Association.

ARTICLE VII

GENERAL

8.1 Any lot owner may request and upon payment of the reasonable expenses therefore shall receive from the secretary of the Association a Certificate setting forth whether all assessments have been paid for such owner's lot and the total amount of unpaid assessments, if any. Such Certificate shall be conclusive evidence of such payment and of the amount of any unpaid assessments.

8.2 In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property shall automatically thereupon be transferred to the then owners of the residential lots in the Subdivision with each owner having an equal undivided interest in the common areas for each residential lot owned, provided, however, that in no event and under no circumstances shall there be any partition of the common areas and facilities through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3) of the residential lots in the Subdivision.

8.3 Until June 30, 1985, Developer shall maintain the common areas with each residential lot owned by others assessed $75.00 per month for each month a dwelling is erected thereon and $37.50 per month for each month prior to completion of a dwelling thereon. Such assessment shall be payable and be a lien in the same manner as assessments as set forth in Article V hereof.

IN WITNESS WHEREOF, Wood Stream Development Co., an Ohio corporation, Louisville Title Agency for W.W. Ohio, Inc., Trustees, and The Woodforest Parkway Homeowner's Association, an Ohio nonprofit corporation, have executed this Declaration of

-14-
Restrictions in the City of Sylvania, Lucas County, Ohio, this
10th day of September, 1944.

WITNESSES:

J. Brown
As to Wood Stream Development Co.

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

J. Brown
As to Louisville Title Agency for F.W. Ohio, Inc.

THE WOODFOREST PARKWAY HOMEOWNER'S
ASSOCIATION

Vivian M. Barnes
As to The Woodforest Parkway
Homeowner's Association

WOOD STREAM DEVELOPMENT CO.
By: Douglas C. Warren
By: ________________________

By: ________________________

By: ________________________

84 1150004
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 20th day of September, 1984, by DOUGLAS C. WHITE
as P.R.S. and
of Wood Stream Development Co., an Ohio corporation, on behalf of the corporation.

J. J. Brough
Notary Public

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 20th day of September, 1984, by KEVIN R. WHITE
as Sec. v.p. and D.B. Manager, as vice president
of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an an Ohio corporation, on behalf of the corporation.

Linda L. Justice
Notary Public

84 1150005
STATE OF OHIO, COUNTY OF LOCAS, ss:

The foregoing instrument was acknowledged before me
this 20th day of September 1984, by D.C. WAMSER,
as PRES. and DONALD L. BURKE, SECY-TREAS,
of The Woodforest Parkway Homeowner's Association, an Ohio
corporation, on behalf of the corporation.

Notary Public

This instrument prepared by:
John F. McCarthy, Esq.
Fuller & Barry
P.O. Box 2088
Toledo, Ohio 43603
CONSENT OF MORTGAGEE TO ADOPTION OF RESTRICTIONS

WHEREAS, The Sylvania Savings Bank is the mortgagee of all land as shown on the recorded plat of Wood Stream Farms Plat III, a Subdivision in the City of Sylvania, Lucas County, Ohio, by virtue of mortgage from the owner thereof, dated September 11, 1967, recorded in Book No. 87-1111-C of Mortgages, Lucas County Recorder’s Office.

NOW, THEREFORE, The Sylvania Savings Bank, Mortgagee, in consideration of the enhancement in the value of the aforesaid land in such subdivision by reason of the adoption of the restrictions by the Developer and in further consideration of and on the condition that in the event The Sylvania Savings Bank succeeds to the interest of the Developer in the aforesaid land, it shall have all the rights and obligations of the Developer set forth in such restrictions does for itself, its successors and assigns hereby consent to and join with the Developer in the adoption of the aforesaid Declaration of Restrictions in its entirety to run with the land as to each residential lot in the subdivision.

IN WITNESS WHEREOF, said The Sylvania Savings Bank has caused its name to be subscribed hereto by its duly authorized officers at the City of Sylvania, Lucas County, Ohio, this 17th day of September, 1984.

84 1150007
STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 19th day of September, 1984, by Frederick B. Fisher, II, Executive Vice President and Richard N. Sands, Assistant Vice President of The Sylvania Savings Bank, an Ohio banking corporation, on behalf of the corporation.

This instrument prepared by:
John F. McCarthy, Esq.
Fulmer & Henry
P.O. Box 2038
Toledo, Ohio 43603
EXHIBIT "A"

All of Woodstream Farms Plat Three, a Subdivision in the City of Sylvania, Lucas County, Ohio, as per plat thereof recorded in Volume 104 of Plats, pages 1 and 2.
AFFIDAVIT AND NOTICE OF AMENDMENT TO RESTRICTIONS
For Summer Breeze Estates and Woodstream Farms

State of Ohio  
County of Lucas  

The undersigned John P. Darcy, 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 newly enacted Amended Basketball Backboard Restriction:

The heretofore existing Basketball Backboard Restriction is hereby repealed. As of May 1, 1994 all existing basketball backboards shall be removed, and 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.

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84 M/130 C. 09
104 P 1
84 M/150 C. 02
125 P 26
125 P 57
105 P 53
85 M 938 A 12

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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;

94 2005D11
(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:

[Signatures]

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.

[Signature]

Notary Public

My Commission Expires:

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

RECEIVED & RECORDED
AUG 03 1994 9:20 AM
SUE RIQUX
RECORDER LUCAS COUNTY, OHIO
94 2005D12
AFFIDAVIT REGARDING REAL ESTATE
(Summer Breeze Estates Plat I and various Plats in Woodstream Farms, Sylvania, Ohio)

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

(i) Declaration of Restrictions for Summer Breeze Estates Plat I and Woodstream Farms Plat 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;

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

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

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

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

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

David L. Honold

WITNESSES:

Ken Shim Moby

Stacey Stalker

The foregoing Affidavit was sworn to before me and subscribed and acknowledged by David L. Honold in my presence this 19th day of October, 1995.

Stacey L. Stalker
Notary Public
My commission expires:

Stacey L. Stalker
Notary Public, State of Ohio
Commission Expires 5-3-2000

This instrument prepared by:
David L. Honold, Attorney
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