WOODSTREAM FARMS - PLAT IV

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
WHEREAS, said Louisville Title Agency for N.W. Ohio, Inc., Trustee, is the owner in fee simple of the following described real estate:

WOODSTREAM FARMS PLAT FOUR OF WHICH THIS IS A CORRECT PLAT, is comprised of Lot 9 and the adjoining vacated right-of-way of SHADYWOOD LANE IN SUMMER BREEZE ESTATES PLAT 1 as recorded in Volume 83, Page 21 thru 24, Lucas County Book of Plats and part of the Southeast ¼ of Section 8, Town 9 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, bounded and described as follows:

Beginning at a point on the West line of the said Southeast ¼ of Section 8 which lies North 00 degrees 11 minutes 11 seconds East a distance of 1,054.44 feet from the South ¼ corner of said Section 8, said point being also the northwest corner of WOODSTREAM FARMS PLAT THREE as recorded in Volume 104, Pages 1 and 2, Lucas County Book of Plats; thence North 00 degrees 11 minutes 47 seconds East, along the said West line of the Southeast ¼ of Section 8, 877.97 feet to the Southwest corner of Lot 101 Woodstream Farms Plat One as recorded in Volume 100, Pages 6 thru 8, Lucas County Book of Plats; thence along the boundary of said Woodstream Farms Plat One the following six courses and distances:

South 89 degrees 48 minutes 13 seconds East, 193.00 feet;
South 77 degrees 56 minutes 58 seconds East, 142.25 feet;
North 82 degrees 11 minutes 30 seconds East, 149.41 feet;
North 46 degrees 07 minutes 11 seconds East, 60.00 feet;
South 43 degrees 52 minutes 49 seconds East, 200.00 feet and
North 68 degrees 07 minutes 11 seconds East, 35.00 feet
to a point on the Southwest line of Lot 19 in said Summer Breeze Estates Plat I, thence along the boundary of said Summer Breeze Estates Plat I the following two courses and distances:

South 43 degrees 57 minutes 49 seconds East, 266.97 feet and
South 12 degrees 15 minutes 00 seconds West, 476.20 feet.

to the Southwest corner of Lot 10 in said Summer Breeze Estates Plat I; thence along the Southwest line of said Lot 10, South 77 degrees 45 minutes 00 seconds East 119.00 feet to the Southwest corner of Lot 10 and the Northeast corner of Lot 9 in said Summer Breeze Estates Plat I; thence along the Southwest line of said Lot 10, South 12 degrees 15 minutes 00 seconds West, 120.00 feet to the Southwest corner of said Lot 9; thence a distance of 60.12 feet along a curve to the left having a radius of 540.00 feet, a delta of 6 degrees 22 minutes 46 seconds, a chord of 60.09 feet and a chord bearing South 09 degrees 03 minutes 37 seconds West to the Northeast corner of Lot 8 in said Summer Breeze Estates Plat I; thence North 77 degrees 45 minutes 00 seconds West, 137.97 feet to the Northwest corner of said Lot 8, thence along the West line of said Lot 8, South 78.57 feet;
thence West, 274.39 feet and thence North 22 degrees 45 minutes 00 seconds West, 474.33 feet to the Point of Beginning. Containing 15,012 acres, more or less.

and

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

NOW, THEREFORE, Developer, in consideration of the enhancement in the value of said property by reason of the adoption of the restrictions hereinafter set forth, duets, for itself and its successors and assigns, hereby declare, covenant
and stipulate that all lots that will be shown on the platted lots in the above-described real estate to be known as WoodStream Farms Plat IV in the City of Sylvania, Lucas County, Ohio, shall be conveyed by said Developer, its successors and assigns, 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 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 IV and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot, nearer the front or street line or lines than the building set back lines as shown on the recorded plat, nor nearer to any side line or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side, and rear lines of said lot, shall apply to all include porches, verandas, porte-cochere, and other similar projections of said dwelling.

Section 3. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of WoodStream Farms Plat IV 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.
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 IV 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 Devel-
op 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 IV 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 IV 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 grass 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 there-
on. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be
erected, placed or suffered to remain upon any lot, or 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, 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, Devel-
op er 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 IV designated 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 IV 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 spirituous, vinous or fermented liquors of any kind shall be manufactured, 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, etc. Pumps shall be totally concealed underground; the location of said lawn sprinkler wells shall be approved by Developer) shall at any time, whether intended to be 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 the Developer first having been obtained. No signs of any character, other than the sales or rental of a dwelling located on said lot on which such sign is located, shall be erected, placed, posted or otherwise displayed or on 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 IV.

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 keeping, breeding, or harboring of any other animals is expressly prohibited in WoodStream Farms Plat IV.
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 IV 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 addi-
tion, 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, determina-
tion, modification, consent or any other action by Developer, any such approval,
designation, modification, consent or any other such action by any attorney-in-
fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant
to a recorded power of attorney.

Section 22. The Developer shall have the exclusive right to determine the
location, color, size, design, lettering and standards and brackets of all mail
and paper delivery boxes, and the location, size, type and species of trees and/
or shrubbery planted between the sidewalk and street curb in order that all such
areas of WoodStream Farms Plat IV 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
tlines shown on the plat of this subdivision.

ARTICLE TWO

Section 1. Upon the sale of two-thirds (2/3) or more of the lots in the
various plats of WoodStream Farms, Developer may cause to be incorporated a non-
profit corporation under the laws of the State of Ohio to be called 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 sub-
mitted to a vote of members for each lot owned by him or its; provided, however, that
where title to a lot is in more than one person, such co-owners, acting jointly,
shall be entitled to but one vote.

Section 2. The Association, by vote of two-thirds (2/3) of its members may
adopt such reasonable rules, regulations and by-laws as it may deem advisable for
the maintenance, conservation and beautification of the property, and for the
health, comfort, safety and general welfare of residents on said property, and
all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 1. Developer shall by an instrument in writing, in the nature of
and assignment, vest the Association, and when formed, with rights, privileges
and powers herein retained by the Developer, which said assignment shall be re-

ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance of a deed of
conveyance, accepts the same subject to all restrictions, conditions, covenants,
reservations, easements, and the jurisdictional rights and powers of Developer
and the Association, created or reserved by this Declaration or by plat or deed
restrictions heretofore recorded, and all easements, rights, benefits and privi-
leges 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 IV, 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,
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 IV
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 an pro-
vision 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 vi-
olation of this Declaration and may be enjoined a. 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 23rd day of January, 1985.

WITNESSES:

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

___________________________
Louis J. Justus

By _______________________
Kenneth L. White, Sr. Exec. V. Pres.

___________________________
E. Anderson

By _______________________
John W. Martin, Vice President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 23rd
day of January, 1985, by Kenneth L. White, Sr. Exec. V. Pres
and John W. Martin, Vice President of Louisville Title Agency for N.W. Ohio,
Inc., Trustee, an Ohio corporation, on behalf of the corporation.

___________________________
Louis J. Justus
Notary Public
LUCAS, OHIO

WOODSTREAM DEVELOPMENT COMPANY

___________________________
Michelle R. Rostedt

By _______________________
Douglas C. Wamsher, President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 23rd
day of January, 1985, by Douglas C. Wamsher
of WoodStream Development Company, an Ohio corporation, on behalf of the corporation.

___________________________
Louis J. Justus
Notary Public
LUCAS, OHIO

RECEIVED & RECORDED
JAN 23 1985 10:39:19
SANDY LUNDBERG
RECEIVE LUCAS COUNTY, OHIO

WOODSTREAM, INC.
7667 ORIENT RD. #6
SAND 43160

85 079C10
Affiant further states that as such Notary Public, on July 26, 1985, she did take the acknowledgment of Louisville Title Agency for N.W. Ohio, Inc., Trustee (Owner), by and through its duly authorized officers Kenneth I. White, Sr., Executive Vice President and Doloris N. Hunt, Vice President, as to the following plats, to-wit: Woodstream Farms Plat Five, recorded in Volume 107 of Lucas County, Ohio Plats, page 47; Woodstream Farms Plat Six, recorded in Volume 107 of Lucas County, Ohio Plats, page 49; and Woodstream Farms Plat Seven, recorded in Volume 107 of Lucas County, Ohio Plats, page 52.

Affiant further states that through inadvertence, the Owner acknowledgment certificate on each of said aforementioned plats erroneously described John W. Martin, Vice President as one of the officers acting on behalf of Louisville Title Agency for N.W. Ohio, Inc., Trustee (Owner), whereas said acknowledgment should have shown the name of Doloris N. Hunt, Vice President, in the place of said John W. Martin, Vice President.

Affiant further states that the purpose of this Affidavit is to show that said plats were in fact properly acknowledged by Louisville Title Agency for N.W. Ohio, Inc., Trustee (Owner) by and through its duly authorized officers Kenneth I. White, Sr., Executive Vice President and Doloris N. Hunt, Vice President.

Further this Affiant sayeth not.

Sworn to and subscribed in my presence this 24th day of September, 1985.

[Signature]
Bernadine A. Anderson
Notary Public

On this 24th day of September, 1985, the undersigned Louisville Title Agency for N.W. Ohio, Inc., Trustee (Owner) acting by and through its duly authorized officers, Kenneth I. White, Sr., Executive Vice President and Doloris N. Hunt, Vice President does hereby fully ratify and confirm the execution of the following
Signed and acknowledged in the presence of:

Louisville Title Agency
for W.W. Ohio, Inc., Trustee
(Owner)

By: Kenneth I. White, Sr., Executive Vice President

Doloris M. Hunt, Vice President

State of Ohio
SS:
County of Lucas

The foregoing instrument was acknowledged before me this 24th day of September, 1985 by Kenneth I. White, Sr. and Doloris M. Hunt, Executive Vice President and Vice President respectively of Louisville Title, Inc., for W.W. Ohio, Inc., Trustee (Owner), an Ohio corporation, on behalf of said corporation.

Notary Public

RECEIVED & RECORDED
SEP 24 1985 12400

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

Louisville Box
ATTN: Ken White
85 1101009
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. Daneshy, 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;
(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 Dwyer
Cheryl Zychosky

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

Notary Public
My Commission Expires:

This instrument prepared by:
David L. Honold, Esq.
WASSERMAN, BRYAN, LANDKY & 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 00 AM
SUE RIOUX
RECORDELLUCAS COUNTY,OHIO
94 2005012
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
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,

Barbara K. Marquart
Notary Public

My Commission Expires:
BARBARA K. MARQUART
Notary Public, State of Ohio
My Commission Expires 2-3-97
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. 83-143A01, Woodstream, as the owner of Summerbrees 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 Plats 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. 86-539C12 and 86-652D10, 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;
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 Committees 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.

[Signature]

WOODSTREAM DEVELOPMENT COMPANY

By: Douglas C. Wamsher, President

STATE OF OHIO )
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.

[Signature]

Notary Public

This Instrument Prepared By:
FULLER & FULLER
One Beavete, 17th Floor
Toledo, Ohio 43604-2004

RECEIVED & RECORDED
AUG 09 1993
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