Woodstream West
Plat 14

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DECLARATION OF RESTRICTIONS
AS TO
WOODSTREAM WEST Plat 14
LUCAS COUNTY, OHIO

20051005-0074675
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Anita Lopez
Lucas County Recorder REST

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

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

NOW, THEREFORE, in consideration of these premises and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of said property, and for the mutual benefit and protection of each and every person who now is, or shall hereafter become, an owner thereof, Trustee, for its successors and assigns, does hereby declare and stipulate that the subject property, and every part thereof sold, conveyed, or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land, to-wit: All of the lots in the Plat of WoodStream West Plat 14, a subdivision in Sylvania Township, Lucas County, Ohio, in accordance with Volume ____, Pages ____ thru ____ of the Lucas County Plat Records.

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ARTICLE I

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 or architecture, use, the materials of construction thereof, and the exterior color scheme therefor, the landscape plan, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon any lot and the plans, specifications and details of said dwelling 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 West," Plat 14, 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, or nearer to any front line, side line, or rear line than shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and include porches, verandas, porte-cochere, and other similar projections of said dwelling.

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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 West," Plat 14, but only with 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 therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Developer, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Developer, and no garage except as conforms to said plans, specifications, and details shall be erected, reconstructed, placed or suffered to remain upon any lot. Such garage, in the case of a single family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. No above ground swimming pool shall be installed on any lot nor shall any other swimming pool be installed in "WoodStream West," Plat 14, until the plans, specifications and a plot plan showing the location of such addition or swimming pool shall have been approved in writing by Developer.

Section 6. The location of any and all driveways shall remain as now established upon any lot, or, if not now established, shall be determined by Developer in writing at the time of approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon any lot in "WoodStream West," Plat 14, 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 West," Plat 14, nearer to the front or street line or lines than the building set back lines as shown on the recorded plat. Said portion of any lot shall not be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks (and drive, if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown on such portion thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon any lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 8. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon any lot, nor shall a hedge be erected, placed or suffered to remain upon any lot until the written consent of Developer shall have been first obtained therefor and shall be subject to the terms and conditions of said consent as to its type,

height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

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

Section 9. No basketball backboard shall be erected or attached to any front of any dwelling or garage. All basketball backboards wherever erected shall be approved by Developer before installation. The only basketball backboard acceptable must have a clear glass backboard with a pole and brackets painted the same color as the residence and no pads of bright colors will be allowed on the pole.

Section 10. In connection with the provisions contained in Section 6 above, it is hereby provided that if, in the opinion of the Developer, by reason of the shape, dimensions or topography of any lot herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said Restrictions would work a 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 11. Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities together with the
necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of any lot may now or hereafter front or abut.

Section 12. Developer reserves to itself, its successors and assigns, the exclusive and perpetual right to grant easements in, through, under, on and/or over those areas designated on the plat of "WoodStream West," Plat 14, as easement, utility easement, drainage easement, sanitary sewer easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary or storm sewer pipelines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in "WoodStream West," Plat 14, over or upon which easements for the installation and maintenance of such public private utilities will be or have been granted. No owner of any lot in "WoodStream West," Plat 14, shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the lots without the prior written consent of the Developer, its successors and assigns.

Section 13 No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon any lot; no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any lot. No well for gas, water, oil or other substance, (except water wells for underground sprinkling systems which shall have all parts, including but not limited to, well points, well casings, all pumps, wires, conduits and pipes, shall be totally concealed underground; the location of said lawn sprinkler

wells shall be approved by Developer) shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon any lot; nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonable 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 sales or rental of a dwelling located on said lot on which such sign is located, shall be erect, placed or posted or otherwise displayed on or about any lot without the written permission of Developer. The Developer shall have the right and discretion to prohibit, restrict or control the size, construction, materials, location and height of all such signs. The right is reserved by Developer to erect and place signs on any unsold lots in "WoodStream West," Plat 14.

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

Section 15. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot, except in the rear yards and then on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays and holidays. No laundry or any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front or side of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

Section 16. If any commercial vehicle, boat, house, car, trailer or other similar housing device is stored on any lot in "WoodStream West," Plat 14, it shall be housed within a garage.

Section 17. Said lots shall not be used for the storage of automobiles, trailers, scrap, scrap iron, wood, building materials, paper, glass or any reclamation product or material, except that during the period the building is being erected upon such lot, building materials may be stored thereon. However, any building materials not incorporated in said building within ninety (90) days after it is delivered to said lot shall be removed therefrom. Structures must be completed by an owner within six (6) months of the date of the beginning construction.

Section 18. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time be established by Developer.

Section 19. Developer, its successors and assigns reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Developer, and Developer shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or

held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

Section 20. Developer, for itself, its successors and assigns, hereby reserves the right for and during the term of the foregoing restrictions and any renewal thereof, to file for record in the Recorder's Office of Lucas County, Ohio, an affidavit evidencing notice(s) given by Developer (by certified mail - return receipt requested) to an owner or owners of any lot within "WoodStream West," Plat 14, that restrictions violations) may exist upon said lot. The within reservation of right (and all other rights of Developer under this Declaration of Restrictions) shall inure to the benefit of the Homeowners' Association of said "WoodStream West," Plat 14, upon an assignment of said right(s) by Developer to said Association duly filed in the Recorder's Office of Lucas County, Ohio.

Section 21. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of the Developer.

Section 22. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 23. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for approval, designation, determination, modification, consent or any other action by developer, any such approval, designation, modification, consent or any other such action by any attorney-in-fact authorized to sign deeds on behalf of Developer shall be sufficient pursuant to a recorded power of attorney.

Section 24. The Developer shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of all mail and paper delivery boxes, and the location, size, type and species of trees and/or shrubbery planted between the sidewalk and street curb in order that all such areas of "WoodStream West," Plat 14, be strictly uniform in appearance with respect thereto. The owner of a residential lot shall maintain the designated street tree or trees and the mailbox and/or paper delivery box and replace when necessary the designated street tree or trees and or the mailbox and/or paper delivery box of similar type, size, caliper, look and quality.

Section 25. On every non-corner lot within the subdivision, there shall be a minimum of five (5) trees located between the street and the front of the dwelling. Corner lots shall have a minimum of six (6) trees. If needed, such trees shall be planted at the lot owners' expense and if not paid within 30 days after invoicing a lien shall be filed on the property. Trees shall be a minimum of six (6) feet in height. The front yard shall be sodded or hydro-seeded and in the case of corner lots, the front yard and side yard facing the street shall be sodded or hydro-seeded

Section 26. No satellite dishes (or similar receiving or transmitting devices) of greater than 18" diameter shall be permitted on any residential lot. All satellite dish locations shall be approved in writing by the developer prior to installation. All satellite dishes must be placed behind the ridge line of the home.

Section 27. All the lots in Countrytyme (WoodStream West Plat 14) are platted with an 8 foot porch variance which may or may not be used by lot owner for a porch.
Section 28. All the lots in Countrytyme (WoodStream West Plat 14) may install a picket fence on the backside of the sidewalk if homeowner chooses to install such fence.

Section 29. Each and every lot in "WoodStream West," Plat 12, shall be subject to a maintenance charge in the amount of One hundred seventy-five dollars ($175.00) annually or an amount that is equal to the amount of the current WoodStream West Home Owners Association, (such allotment shall be on a per lot basis) and payment to be made in one installment on the first day of May, each calendar year for such calendar year. The annual assessments shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provides however, that the annual assessment for residential lots owned by the developer or the Trustee upon which no construction has commenced shall be one-half (1/2) of the amount of the annual assessment for all other residential lots.

The association shall have a lien perpetually upon lots in "WoodStream West," Plat 12, to secure the payment of the annual maintenance charge. If in default of the payment of such maintenance charge, within sixty (60) days of its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio:

"Notice of Lien"

Notice is hereby given that
"WoodStream West," Plat 12,
claims a lien for unpaid annual
assessments for the year(s)
in the amount of $
against the following described
premises:_____
(Insert legal description)
"WoodStream West," Plat 12

By:
President-Mill-West Ltd. Development Co.

STATE OF OHIO)
SS:
COUNTY OF)

The foregoing instrument was acknowledged before me on this_____ day of , 20__ , President of Mill-West Ltd. Development Co., an Ohio corporation, on behalf of the corporation.

_____
Notary Public

ARTICLE TWO

Section 1. Upon the sale of two-thirds (2/3) or more of the lots in the various plats of "WoodStream West," Plat 14, Developer may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called "WoodStream West" 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 total members may adopt such reasonable rules, regulations and by-laws as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Developer shall by an instrument in writing, in the nature of an assignment, vest the Association, and when formed, with rights, privileges and powers herein retained by the Developer, which said assignment shall be recorded in the office of the Recorder of Deeds, Lucas County, Ohio.

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

ARTICLE THREE

Section 1. Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of Developer and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, its successors or assigns, or the Association, the right (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said 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.

In the event that Developer or its successors and assigns, or the Association or its successors and assigns, shall exercise any enforcement rights or remedies under this Article

Three, Section 1, each Grantee of Developer shall be liable for the costs and expenses of said enforcement activities and/or actions, including but not limited to attorney fees and costs; and expenses immediately upon demand therefor by Developer or the Association or their respective successors and assigns.

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 lst day of January, 2006, 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, 2006 with written approval of the then owners of not less than two-thirds (2/3) of the lots in "WoodStream West,", 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, 2006, 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 West,", 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 restrictions hereby imposed or of a provision shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.

Section 5. Violation of any of the rules and regulations adopted by the association acquiring the rights and benefits of Developer shall be deemed a violation of this Declaration and may be enjoyed 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.

Section 6. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the developer, its successors or assigns. Notwithstanding any other provisions of this Declaration, the rights reserved to the developer shall survive any conveyance or transfer of the Developer's rights to the Association or to any other transferee or assignee.

Section 7. "Any dispute arising out of the enforcement or the interpretation of this covenant or any dispute in any way relating to this covenant shall be submitted to binding arbitration at Toledo, Ohio, in accordance with the Rules and Regulations promulgated by the American Arbitration Association or in accordance with the Rules and Regulations promulgated by the Toledo Bar Association's Arbitration and Mediation Service. The decision of the Arbitrator/Arbitrators shall be final and binding. The award of the Arbitrator/Arbitrators may be enforced in any court of competent jurisdiction. The Arbitrator/Arbitrators shall award to the prevailing party reasonable attorneys fees and costs."

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the as of the 4th day of October, 2005.

WITNESSES:

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

By: _____
John W. Martin, President

By: _____
Vicki L. Feit, Vice-President

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me on this 4th day of October, 2005, by John W. Martin, President and Vicki L. Feit, Vice Pres. of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio Corporation, on behalf of the corporation

_____
Notary Public

MARY E. WILKINS
Notary Public, State of Ohio
Commission Expires 1/6/08

MILLSTREAM DEVELOPMENT COMPANY

By: _____
Ryan E. Wamsher

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 4th day of October, 2005, by Ryan E. Wamsher, Vice President of MillStream Development Company, an Ohio Corporation, on behalf of the Corporation.

_____
Notary Public

MARY E. WILKINS
Notary Public, State of Ohio
Commission Expires 1/6/08