

ST. JAMES WOOD PLAT 10

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.

These restrictions being rerecorded to correct page 7, article 10, and legal description for well easement. ~~27000~~

SECOND RECORD 30005
DECLARATION OF RESTRICTIONS

FOR

ST. JAMES WOOD,
PLAT 10 SUBDIVISION
SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO

THIS DECLARATION OF RESTRICTIONS ("Declaration"), made and entered into by RICHARD G. MOSES, d/b/a St. James Wood Development Company, hereinafter called "Owner", as of this 30th day of June, 1987.

W I T N E S S E T H:

WHEREAS, Owner holds beneficial title in fee simple to a certain parcel of land situated in the Township of Sylvania, Lucas County, Ohio, hereinafter referred to as "St. James Plat 10" and legally described as follows:

Lots Numbers 565 through 586, both inclusive, St. James Wood Plat 10, a Subdivision in Sylvania Township, Lucas County, Ohio (sometimes when taken together called "the subdivision");

and

WHEREAS, Owner has caused a plat ("the plat") of the above described land to be prepared and recorded, which plat provides for:

1. The subdivision of said land into twenty-two (22) lots numbered consecutively from 565 through 586 (sometimes referred to herein as "lots" or "lot"); and
2. The dedication to public use of certain streets and ways therein; and
3. The reservation of certain easements therein for the installation and maintenance of public utility service; and

WHEREAS, Owner has established for its own benefit and for the benefit of all future owners and occupants of all or any part of St. James Plat 10 certain easements and rights in, over and to St. James Plat 10 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in St. James Plat 10 and has imposed certain restrictions on such lots in said St. James Plat 10.

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and

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to afford purchasers protection in the use and occupancy thereof, for the purposes for which the same are designated and to provide a uniform general plan for the improvement, development, use, occupancy, and enjoyment of said St. James Plat 10 as an architecturally harmonious, artistic, and desirable residence district, Owner, for himself, his heirs, and assigns, does hereby declare and stipulation that each lot in said St. James Plat 10 hereafter will be sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to-wit:

ARTICLE ONE

Section 1. An Architectural Control Committee consisting initially (until three (3) are appointed by the Association formed pursuant to these Articles) of one (1) individual is hereby established by the Owner (the "Committee"). The initial member of the Committee shall be Owner (sometimes hereinafter also called "Initial Member"). The Initial Member has been appointed by the Owner and shall not be replaced or substituted for until all of the lots in the subdivision have been conveyed to third parties and improved with approved buildings or until the Initial Member himself resigns or becomes incapacitated and a successor is appointed.

Section 2. The Committee shall continue to consist of the Initial Member until construction on all lots in St. James Plat 10 has been completed and title to all such lots has been conveyed from Owner to other parties. Upon such completion of construction and conveyance of title the Initial Member, or his successor(s) chosen in accordance with Section 1, shall be deemed to have resigned. The Cloister Court Homeowners' Association Inc., as hereinafter created (Section 9 of this Article), shall then in such event appoint three new members to the Committee and may thereafter replace from time to time any member of such Committee. All members of the Committee so appointed must be record or beneficial owners of a lot or dwelling unit (as hereafter defined) in the subdivision. Provided, however, that at any time prior to such completion of construction on and conveyance of title to all lots in the subdivision the Initial Member may voluntarily resign and turn control of the Committee over to said Association by a letter in writing to said Association.

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Section 3. No building, driveway, swimming pool, fence, wall or other structure or building of any kind shall be erected or maintained on any lot or parcel, nor shall any change, addition to or alteration therein substantially affecting the outward appearance thereof be made, including, but not limited to, any exterior color change, unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications showing the location of such structure or buildings or nature of such change or alteration on said lot, which plans and specifications have first been approved in writing both as to conformity to external design and as to location on the lot by the Committee; nor shall there be any subdivision, platting, re-platting or change in the grade or location of roads, public walkways of a parcel or lot without prior written approval of the Committee in writing; nor shall any landscaping plan for any lot be implemented unless and until same has been completed in accordance with detailed plans for same, which plans have first been approved in writing by the Committee as being in conformity with the Committee's master plan for landscaping for the subdivision which is on file with the Committee.

In approving or withholding approval of any detailed plans and specifications submitted to it, the 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 Committee in good faith shall be binding on all parties in interest.

Section 4. Owner reserves to himself, his heirs and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the plat of St. James Wood Plat 10 designated as utility easements, for the construction, operation and maintenance of electric power and communication lines and conduits, and for water, gas, and sewer lines and conduits, or any other public utility facilities, together with the necessary incidents and appurtenances. Owner further reserves to himself, his heirs and assigns, a perpetual easement in, through, under and/or over those portions of each lot designated as drainage easements and access easements. No building or other structure or any part thereof

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shall be erected or maintained upon any part of the property in St. James Plat 10, over or upon which any of the above-mentioned easements will be or have been granted.

Owner 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 trees and shrubbery which may interfere with the successful and convenient operation of such equipment.

Section 5. Owner reserves the exclusive right to grant consents for the construction, operation, and maintenance of electric light, telephone and other utility poles, lines and conduits, and for water, gas and sewer 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 streets and ways, now existing or hereafter established, upon which any part of said premises may now or hereafter front or abut.

Section 6. Owner reserves the sole and exclusive right to establish grades and slopes on the residential lots in said subdivision, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan.

Section 7. No structure or any part thereof shall be erected, reconstructed, placed or suffered to remain on any part of said lots nearer the front or street line or lines than the building set-back line or lines shown upon the recorded plat of the subdivision nor nearer to any side line or rear line than shall be determined by the Committee in writing at the time of the approval of the plans and specifications for such structure. This restriction as to the distances at which said structure shall be placed from the front, side or rear lines of said premises shall apply to and include covered porches, verandas, portes-cochere, and other similar projections therefrom.

Section 8. No portion of the within described premises nearer to any street than the building set-back line or lines shown upon the recorded plat of the subdivision shall be used for any purpose other than that of lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if

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otherwise permitted), the planting of trees or shrubbery, and the growing of flowers or ornamental plants for the purpose of beautifying said premises, but no unsightly objects shall be allowed, placed or suffered to remain thereon. No living tree shall be removed without the prior written consent of the Committee, providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction of any dwelling, driveway, or walk whose plans have been approved by the Committee, or removal ordered by any state or local governmental agency having jurisdiction thereof.

Section 9. Owner hereby creates the Cloister Court Homeowners' Association, Inc. which Owner shall incorporate as a non-profit corporation of the same or a similar name (the "Association"). The Association shall be responsible for maintenance of the grounds of the subdivision and for maintaining architectural control over the subdivision after completion of construction and conveyance of title to all lots within the subdivision. Each owner of a dwelling unit (a single family dwelling or a condominium or apartment unit intended as a residence for a single family) shall be a member of the Association and shall be entitled to one vote for each such dwelling unit owned. There will therefore be a maximum total of forty-four (44) votes within the Association inasmuch as each of the twenty-two (22) lots that make up the subdivision is zoned to permit a two-family dwelling to be located thereon. Such vote or votes shall be exercised only as set forth hereinafter.

The Association shall have the sole responsibility for maintenance of the grounds of the subdivision. The Association shall have the power to levy reasonable assessments for the following:

- a. Ground care for all non-building areas within the subdivision (sometimes "the grounds"). "Ground care" is defined as watering, cutting and trimming all lawns, watering and trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and

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generally maintaining a high quality appearance and condition of the grounds.

b. Maintenance and repair of all driveways, sidewalks, and parking lots.

c. Miscellaneous items such as cleaning the eavestroughs and sweeping and removing snow from sidewalks, driveways and parking lots.

d. Legal and accounting services for the Association.

e. Such other activities and services as the members of the Association deem appropriate for the maintenance, conservation and beautification of the subdivision and for the health, comfort, safety and general welfare of the residents of the subdivision.

Such assessments shall be apportioned equally among the owners of all of the dwelling units of the Association and shall be paid to the Association as and when dictated herein. If a dwelling unit owner refuses to pay any such assessment, the condominium association of the condominium in which he resides (if he resides in a condominium) shall pay such assessment. The portion of any such assessment remaining unpaid for at least thirty (30) days after it is due shall be secured by a lien on the dwelling unit (or lot if same is not covered by a condominium regime) involved when a notice claiming the lien has been recorded by the Association in the public records of Lucas County. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Such notice claiming lien shall contain a description of the dwelling unit, or lot, as the case may be, the name or names of the owner or owners thereof, and the amount of such unpaid portion of assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless renewed by the Association, or unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of a judgment lien on real property, or until discharged by the final judgment or order of a Court in an action brought to discharge such lien. The

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Association, at its option, may enforce collection of delinquent assessments by suit at law, or by foreclosure of the lien securing the assessment.

The owners of each lot (the condominium association, if a condominium is located on a lot) shall be responsible for the maintenance and repair of the structures on each lot (including, but not limited to, antennas, air conditioning units or heat pumps, pipes, wires or the like serving such structures located on any lot). Provided, however, any changes in the external decor of the structures, including, but not limited to, any color change, any additions to the structures and any new construction on any lot must be approved by the Committee as provided for herein. Provided, further, the Association is empowered to require, upon a vote of three-quarters (3/4) of the votes of the Association, that a particular lot owner (condominium association, if a condominium is involved) within St. James Plat 10 perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the structures involved. If such lot owner (condominium association, in the case of a condominium) refuses to perform such repairs, the Association may cause the performance of such repairs, may levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth above to collect such assessments.

Section 10. Owner reserves to himself, and his heirs and assigns, a perpetual non-exclusive easement over, under and across a certain portion of Lot 567 in the subdivision legally described on Exhibit "A" attached hereto for the sole and exclusive purpose of placing a water well on said easement premises ("Easement Area"), which shall be used by the Association in the performance of its Ground Care obligations as set forth above earlier in this Article. Owner further reserves to himself, his heirs and assigns, a perpetual non-exclusive easement over, across and under all those portions of all of the lots where the sprinkler system apparatus and equipment for the subdivision may be located or relocated from time to time by Owner, or his heirs and assigns.

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ARTICLE TWO

The following restrictions shall apply to all lots in St. James Plat 10:

Section 1. Each lot in St. James Plat 10 is designated as a residential lot. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity 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.

Section 2. No dwelling erected in said St. James Plat 10 shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. The design for all mail boxes must be approved by the Committee to assure uniformity. All approved structures must be completed by an owner within one (1) year following the date of commencement of the construction thereof. Building materials to be used in the construction of any structure to be erected on any residential lot may be stored thereon, but if not incorporated within the structure within ninety (90) days after their delivery to such lot, shall be removed therefrom. No sod, dirt or gravel, other than incident to construction of approved structures, shall be removed from the lots without the prior written approval of the Committee.

Section 3. No boat, boat trailer, house trailer, motor home, recreational vehicle, motor coach or truck (except pick-up trucks or vans not exceeding one (1) ton) shall be parked, stored or suffered to remain within St. James Plat 10 whether on a lot or in a street, unless parked or stored within a garage and out of view. No trailer, tent, shack, barn, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in St. James Plat 10, except upon the prior written approval of the Committee.

Section 4. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either at wholesale or at retail, upon said premises, nor shall any industry, business or trade, occupation or profession of any kind be conducted, maintained or permitted upon said premises. Except for the water well referenced in Section 10, Article One, no well for gas, oil or water shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain

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upon said premises; nor shall the premises 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 land. No advertising sign, billboard or other advertising device (including signs advertising the sale and/or lease of a residence or lot) shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of the Committee first having been obtained; provided, however, permission is hereby granted to the temporary placement of standard real estate signs not exceeding six square feet on each side advertising the sale and/or lease of a residence. The right is reserved by Owner to erect advertising signs and displays at entrances to the subdivision until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling on any lot may place one identification sign on the lot during the construction period.

Section 5. Except for normal household pets, no animals, rabbits, or poultry of any kind, character or species shall be kept upon or maintained, nor shall any dog kennel be kept upon or maintained on any part of any lots or tract. A dwelling unit owner may keep no more than one dog (which must weigh 30 pounds or less) or no more than one cat within his dwelling unit. The Association shall have the right to adopt reasonable regulations governing the keeping with any dwelling of domestic dogs, cats, or other household pets calculated not to become a nuisance to the owners or inhabitants of St. James Plat 10.

Section 6. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of the subdivision. No power yard equipment, such as power mowers or power shears, shall be used by anyone on Sundays or legal holidays until after 10:00 a.m.

Section 7. All rubbish, debris and garbage shall be stored in enclosed containers not visible from the street, or stored and maintained in containers entirely within the garage or basement. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within ten (10) feet of any adjoining lot line. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage, may from time to time, be established by the Association.

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ARTICLE THREE

Section 1. Each grantee of Owner by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Owner created or reserved by this Declaration or by plat or by 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 of any interest therein, regardless of how acquired, and inure to the benefit of such owner, in like manner as though the provisions of this 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 Owner, his heirs or assigns, 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(s) of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Owner, and Owner or his heirs or assigns, or his agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any such breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased

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or acquired subject to all the restrictions, covenants, conditions, agree-
ments and other provisions of this Declaration.

Section 3. None of the restrictions imposed hereby shall be
subrogated or waived by any failure to enforce the provisions hereof, no
matter how many violations or breaches may occur.

Section 4. The invalidity of any restrictions hereby imposed, or
of any provisions hereof, or of any part of such restriction or provision,
shall not impair or affect in any manner the validity, enforceability or
effect of the rest of this Declaration.

Section 5. Owner reserves the right to change, modify, alter or
rescind any of the restrictions and covenants herein contained until com-
pletion of construction upon, and conveyance of title of, all of the lots
within St. James Plat 10.

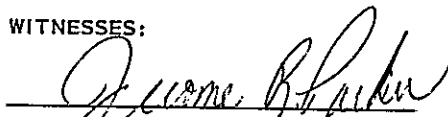
Section 6. A violation of any of the rules and regulations
adopted by Owner or by the Association formed pursuant to Article One
hereof shall be deemed a violation of this Declaration and may be enjoined
as herein provided.

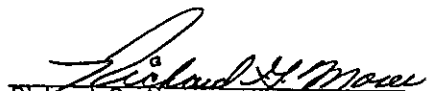
Section 7. The rights, privileges and powers herein retained by
Owner shall run with the land and shall be binding upon and inure to the
benefit of the Owner and his heirs and assigns.

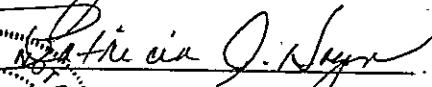
Section 8. Owner shall have the right to construe and interpret
these restrictions and its construction or interpretation made in good faith
shall be conclusive and binding as to all persons and property benefitted
or bound by these restrictions.

IN WITNESS WHEREOF, Richard G. Moses, d/b/a St. James Wood
Development Company, has caused this Declaration of Restrictions to be
duly executed as of the day and year first above written.

WITNESSES:




Richard G. Moses, d/b/a
St. James Wood Development Company





STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing Instrument was acknowledged before me this 29th

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day of June, 1987, by Richard G. Moses, d/b/a St. James Wood Development Company.

Jerome R. Parker
Notary Public
Jerome R. Parker, Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration Date

ADOPTION OF DECLARATION OF RESTRICTIONS BY TRUSTEE

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee, which is acting as Trustee for Richard G. Moses and holds legal title to all of the lots in St. James Wood, Plat 10, hereby adopts the foregoing Declaration of Restrictions and by the execution hereof, imposes said Declaration of Restrictions upon St. James Wood, Plat 10 as of the date first above written.

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

Jaya Smay
Naomi E. Andzjelczak

By: Kenneth I. White, Sr.
Kenneth I. White, Sr., Executive Vice President
By: John W. Martin
John W. Martin, Executive Vice President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 29th day of June, 1987, by Kenneth I. White, Sr. and John W. Martin, the Executive Vice President and Executive Vice President of Louisville Title Agency for N. W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of said corporation.

Naomi E. Andzjelczak
Notary Public
NACMI E. ANDZJELCZAK
Notary Public, State of Ohio
My Commission Expires 07/01/91

CONSENT TO ADOPTION OF DECLARATION OF RESTRICTIONS BY MORTGAGEE

The undersigned, The Toledo Trust Company, Mortgagee of the lots in St. James Wood, Plat 10, a Subdivision in Sylvania Township, Lucas County, Ohio, hereby consents to the adoption of the foregoing Declaration of Restrictions for St. James Wood, Plat 10, a Subdivision in Sylvania Township, Lucas County, Ohio, as of the date first above written.

THE TOLEDO TRUST COMPANY,
an Ohio banking corporation

Jerome R. Parker
Betania J. Boyer

By: R. N. Fields
Richard N. Fields
Its: Vice President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 29th day of June, 1987 by Richard N. Fields, Vice President of The Toledo Trust Company, an Ohio banking corporation, on behalf of said corporation.

Jerome R. Parker
Notary Public
Jerome R. Parker, Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration Date
Section 147.03 O.R.C.

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin, Parker & Frederickson
1600 Toledo Trust Building
Toledo, Ohio 43604

87 1448E02

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R. C. Twining & Associates

Surveyors & Engineers

474-6664

5333 SECOR ROAD UNIT ONE TOLEDO, OHIO 43623

474-2405

July 7, 1987

LEGAL DESCRIPTION

FOR

WELL EASEMENT

Part of Lot 567 St. James Woods Plat 10, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the Southwest corner of said Lot 567; thence N00°59'55"W along the West line of said Lot 567 a distance of 27.50 feet to a point; thence N89°00'05"E a distance of 3.50 feet to the point of BEGINNING; thence N00°59'55"-W a distance of 5.00 feet to a point; thence N89°-00'05"E a distance of 5.00 feet to a point; thence S-00°59'55"E a distance of 5.00 feet to a point; thence S-89°00'05"W a distance of 5.00 feet to the point of BEGINNING; containing 25.0 square feet of land more or less

Robert C. Twining
Reg. Sur. #5576
Order No. 9573

SECOND RECORD

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RECORDER, LUCAS COUNTY, OHIO

LOUISVILLE BOX

LOUISVILLE BOX

John Martin

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... and to St. James Plat 10 and
certain restrictions upon the manner of use, improvement and enjoyment of

PARTIAL RESCISSION
OF
DECLARATION OF RESTRICTIONS
FOR
ST. JAMES WOOD, PLAT 10,
A SUBDIVISION IN SYLVANIA TOWNSHIP,
LUCAS COUNTY, OHIO

WHEREAS, RICHARD G. MOSES, d/b/a St. James Wood Development Company, hereinafter called "Owner", imposed a certain DECLARATION OF RESTRICTIONS FOR ST. JAMES WOOD, PLAT 10 SUBDIVISION SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO by instrument dated the 29th day of June, 1987, filed for record with the Lucas County, Ohio Recorder as Microfiche 87 1306C02 and filed for Second Record as Microfiche 87 1448D03; and,

WHEREAS, Owner is still the owner of lots numbers 571 through 586, both inclusive, in St. James Wood Plat 10, a subdivision in Sylvania Township, Lucas County, Ohio; and,

WHEREAS, Owner reserved the right to change, modify, alter or rescind any of the Restrictions and Covenants in ARTICLE THREE, Section 5. of the above referenced DECLARATION OF RESTRICTIONS; and,

WHEREAS, Owner wishes to rescind the aforementioned restrictions and covenants as they apply to the lots still owned by Owner.

NOW THEREFORE, pursuant to ARTICLE THREE, Section 5. of the above referenced DECLARATION OF RESTRICTIONS, Owner hereby rescinds the DECLARATION OF RESTRICTIONS FOR ST. JAMES WOOD, PLAT 10 SUBDIVISION SYLVANIA TOWNSHIP, LUCAS COUNTY, OHIO recorded in the office of the Lucas County, Ohio Recorder as Microfiche 87 1306C02 and 87 1448D03 as they relate to lots numbers 571 through 586, both inclusive in St. James Wood Plat 10 a Subdivision in Sylvania Township, Lucas County, Ohio and such lots shall be free from any of the restrictions or covenants contained therein.

The aforementioned DECLARATION OF RESTRICTIONS, as they apply to lots numbers 565 through 570, both inclusive, in St. James Wood Plat 10, a Subdivision in Sylvania Township, Lucas County, Ohio are hereby ratified approved and confirmed and this document is not intended to act as a rescission of those restrictions and covenants as to said lots numbers 565 through 570, both inclusive.

IN WITNESS WHEREOF, RICHARD G. MOSES, d/b/a St. James Wood Development Company, has caused this Rescission of Declaration of Restrictions to be duly executed this 7th day of January, 1991.

WITNESSES:
Patricia R. Schuster
Sham E. Brown

Richard G. Moses
RICHARD G. MOSES, d/b/a
St. James Wood Development Company

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 9th day of January, 1991, by RICHARD G. MOSES, d/b/a St. James Wood Development Company.

Sham E. Brown
NOTARY PUBLIC DAVID E. BROWN
Notary Public, State of Ohio
My Commission Expires Feb. 12, 1994

ADOPTION OF RESCISSION OF DECLARATION OF RESTRICTIONS BY TRUSTEE

The undersigned, Louisville Title Agency for N.W. Ohio, Inc., Trustee, which is acting as Trustee for RICHARD G. MOSES and holds legal title to lots numbers 571 through 586, both inclusive, in St. James Wood, Plat 10, hereby adopts the foregoing Rescission of Declaration of Restrictions.

WITNESSES:

LOUISVILLE TITLE AGENCY
FOR N.W. OHIO, INC., TRUSTEE
Kenneth I. White, Sr.
Kenneth I. White, Sr.,
Executive Vice President
John W. Martin
John W. Martin,
Executive Vice President

W. L. Feit
Sherril B. Martin

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 14th day of January, 1991, by Kenneth I. White, Sr. and John W. Martin, the Executive Vice President and Executive Vice President of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of said corporation.

W. L. Feit
NOTARY PUBLIC
VICKI L. FEIT
Notary Public, State of Ohio
My Commission Expires 4-15-91

THIS INSTRUMENT PREPARED BY:
Richard G. Moses
6802 Cloister Court
Toledo, Ohio 43617

RF

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JAN 14 1991 3:58 PM

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

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ADOPTION OF "ST JAMES WOODS, PLAT 10"

AND

DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by James C. Moses and David J. Rush, d/b/a Moses/Rush Builders, an Ohio partnership, hereinafter referred to as "DEVELOPER", this 23rd day of April, 1991.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio, viz:

Lots Numbers Five Hundred Seventy One (31 through Five Hundred Seventy Five (575), both inclusive, and Lot Numbers Five Hundred Seventy Eight (578) through Five Hundred Eighty Six (586), both inclusive, in St. James Wood, Plat 10 a Subdivision in Sylvania Township, Lucas County, Ohio.

which real estate is hereinafter for convenience referred to as "ST. JAMES WOOD, PLAT 10"; and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of St. James Wood, Plat 10, certain easements and rights in, over and to St. James Wood, Plat 10 and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

PARTNERSHIP CLERICAL IN COMPLIANCE WITH SEC. 1777.02 MICROFICHE NO. 89
0302 E 11, FILED 3-9-89
SUE RIOUX, RECORDER, BY DS

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by Developer, his heirs or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback lines, or lines shown upon the Plat of said subdivision, 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 distance at which said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. 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 St. James Wood, Plat 10, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, 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 the 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 said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on said premises.

SECTION 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said Subdivision shall 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 said premises 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 said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lot in St. James Wood, Plat 10, the front yard of said lot shall be seeded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be seeded from the front of the single family residence to the curb line and the side yard facing the dedicated public

street shall be seeded from the single family residence to the curb line. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefore, 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.

SECTION 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason, satisfactory to it, the endorsement of the provisions of said Section 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 8. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone, telegraph and cable television poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under, over and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

SECTION 9. Developer reserves to himself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot, as shown on the Plat of St. James Wood, Plat 10 designated as "Utility Easement" for the construction, operation and maintenance of electric lights, telephone, telegraph and cable television poles, lines and conduits, and for water, gas and sewer lines 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 St. James Wood, Plat 10, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

SECTION 10. No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises 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 land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to becoming a nuisance to the owners or inhabitants of St. James Wood Plat 10.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks [except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called] shall be parked, stored or suffered to remain upon said premises or in the streets within St. James Wood Plat 10 unless parked or stored within a garage on said premises out of view. No vehicles shall be stored other than on paved driveways or in garages.

SECTION 13. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

SECTION 14. All dwellings shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service. In addition, each dwelling must have sidewalks constructed as prescribed by the Lucas County Ohio Engineer. Furthermore, Each builder of dwellings on any lots in St. James Wood Plat 10 shall comply with the site grading plan prescribed by the Lucas County Ohio Engineer. Said Lucas County Ohio Engineer may determine that certain lots may required retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County Ohio engineer and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 15. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 16. Developer, subject to Section 14 above, reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

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 dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling. 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 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 removed, 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 as 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 Developer.

SECTION 20. In all instances where plans and specifications are required to be submitted to and are approved by Developer, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

SECTION 21. Whenever any of the foregoing covenants, reservation, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or his assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of all lots in said St. James Wood, Plat 10, Developer may cause to be incorporated as a nonprofit corporation under the laws of the State of Ohio, to be called the "St. James Wood, Plat 10, Property Owners Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member thereof, 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; 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. Until such Association is formed, Developer shall retain all the rights, privileges and powers as are herein provided. Developer reserves the right to incorporate one (1) nonprofit corporation under the laws of the State of Ohio for a Property Owners Association made up of all single family homeowners in the entire St. James Wood Development. In such event the membership and voting rules set forth above and below in Article Two shall apply to all single family Plats of St. James Wood which exist at the time the Association is formed and also to future single family Plats in St. James Wood Development.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, 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, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with the rights privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

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 jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions 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 of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this 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 or 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 its successors and/or assigns, or the Association, or its agents shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

SECTION 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

SECTION 4. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

SECTION 5. Developer reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the property owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. 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, James C. Moses and David J. Rush, d/b/a Moses/Rush Builders, an Ohio partnership, has caused this Declaration to be signed on the day and year first above written.

WITNESSES:

Virginia M. Fahrer
Gay Shaw
Virginia M. Fahrer
Gay Shaw

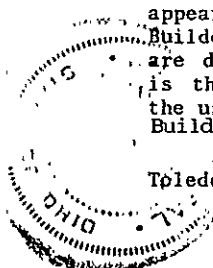
BY: MOSES/RUSH BUILDERS, AN OHIO PARTNERSHIP

James C. Moses
JAMES C. MOSES,
d/b/a Moses/Rush Builders
David J. Rush
DAVID J. RUSH,
d/b/a Moses/Rush Builders

STATE OF OHIO, COUNTY OF Lucas, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named James C. Moses and David J. Rush, d/b/a Moses/Rush Builders, who acknowledged that they did sign said instrument and that they are duly authorized in the premises and that the execution of said instrument is the voluntary act and deed of said James C. Moses and David J. Rush for the uses and purposes therein mentioned, and as partners on behalf of Moses/Rush Builders, an Ohio Partnership

IN TESTIMONY WHEREOF, I have, hereunto set my hand and official seal at Toledo, Lucas County, Ohio this 23 day of April, 1991.



Virginia M. Fahrer
NOTARY PUBLIC

VIRGINIA M. FAHRER
Notary Public - State of Ohio
My Commission Expires 1/4/96

2000

RECEIVED & RECORDED

APR 24 1991 10:50 AM

SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

LOUISVILLE BCX

20056

PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02 MICROFICHE NO. 541
FILED
SUE RIOUX, RECORDER, BY

ADOPTION OF "ST JAMES WOODS, PLAT 10"
AND
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by James C. Moses and David J. Rush, d/b/a Moses/Rush Builders, an Ohio partnership, hereinafter referred to as "DEVELOPER", this 27th day of July, 1991.

WITNESSETH THAT:

WHEREAS, Developer is the owner of the following described real estate, situated in the Township of Sylvania, Lucas County, Ohio, viz:

Lot Number Five Hundred Seventy Six (576) and
Lot Number Five Hundred Seventy Seven (577),
both inclusive, in St. James Wood, Plat 10 a
Subdivision in Sylvania Township, Lucas County,
Ohio.

which real estate is hereinafter for convenience referred to as "ST. JAMES WOOD, PLAT 10"; and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of St. James Wood, Plat 10, certain easements and rights in, over and to St. James Wood, Plat 10 and certain restrictions with respect to the use thereof.

NOW THEREFORE, Developer, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

SECTION 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by Developer, his heirs or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with Developer, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

SECTION 2. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

SECTION 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building setback lines, or lines shown upon the Plat of said subdivision, 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 distance at which said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. 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 St. James Wood, Plat 10, but only with the written consent of Developer. Developer may require dwellings to be erected farther from the street than the building set-back line or lines.

SECTION 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, 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 the 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 said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or any type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on said premises.

SECTION 5. The location of any and all driveways shall be determined by Developer in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by Developer. Complete specifications for construction of driveways shall be submitted to Developer and its approval thereof endorsed thereon in writing.

SECTION 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said Subdivision shall 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 said premises 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 said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lot in St. James Wood, Plat 10, the front yard of said lot shall be seeded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be seeded from the front of the single family residence to the curb line and the side yard facing the dedicated public

street shall be seeded from the single family residence to the curb line. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of Developer shall having been first obtained therefore, 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.

SECTION 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Developer, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason, satisfactory to it, the endorsement of the provisions of said Section 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 8. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric light, telephone, telegraph and cable television poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under, over and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

SECTION 9. Developer reserves to himself, its successors and assigns a perpetual easement in, through, under and/or over those portions of each lot, as shown on the Plat of St. James Wood, Plat 10 designated as "Utility Easement" for the construction, operation and maintenance of electric lights, telephone, telegraph and cable television poles, lines and conduits, and for water, gas and sewer lines 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 St. James Wood, Plat 10, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted. All electrical service to homes shall be underground from the main electrical supply lines.

SECTION 10. No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance; shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing); nor shall the premises 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 land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

SECTION 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock shall be kept upon or maintained on any part of any lot or tract. Developer reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats, or other household pets, calculated not to becoming a nuisance to the owners or inhabitants of St. James Wood Plat 10.

SECTION 12. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks [except pick-up trucks not exceeding one (1) ton and window and panel vans not exceeding one (1) ton, so-called] shall be parked, stored or suffered to remain upon said premises or in the streets within St. James Wood Plat 10 unless parked or stored within a garage on said premises out of view. No vehicles shall be stored other than on paved driveways or in garages.

SECTION 13. No clothes lines, clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises.

SECTION 14. All dwellings shall be equipped with a "rustic cedar" mailbox (so-called) approved by the United States Postal Service. In addition, each dwelling must have sidewalks constructed as prescribed by the Lucas County Ohio Engineer. Furthermore, Each builder of dwellings on any lots in St. James Wood Plat 10 shall comply with the site grading plan prescribed by the Lucas County Ohio Engineer. Said Lucas County Ohio Engineer may determine that certain lots may required retaining walls in order to preserve trees presently located on said lots. If said retaining walls are necessary and if the owner of said lots desires to preserve said trees, then said retaining walls will be constructed only after the plans have been approved by the Lucas County Ohio engineer and the Developer as herein provided. If the owner of any of said lots does not wish to construct retaining walls which may be necessary, then in that event the site grading plan prescribed by the Lucas County Ohio Engineer shall be complied with including grading to accomplish the required slope along the public road right-of-ways.

SECTION 15. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have a total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

SECTION 16. Developer, subject to Section 14 above, reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

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 dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling. 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 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 removed, 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 as 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.

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SECTION 21. Whenever any of the foregoing covenants, reservation, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or his assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

ARTICLE TWO

SECTION 1. Upon the completion, sale and occupancy of all lots in said St. James Wood, Plat 10, Developer may cause to be incorporated as a nonprofit corporation under the laws of the State of Ohio, to be called the "St. James Wood, Plat 10, Property Owners Association" or a name similar thereto, and upon the formation of such Association, every owner (meaning a full building site) shall become a member thereof, 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; 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. Until such Association is formed, Developer shall retain all the rights, privileges and powers as are herein provided. Developer reserves the right to incorporate one (1) nonprofit corporation under the laws of the State of Ohio for a Property Owners Association made up of all single family homeowners in the entire St. James Wood Development. In such event the membership and voting rules set forth above and below in Article Two shall apply to all single family Plats of St. James Wood which exist at the time the Association is formed and also to future single family Plats in St. James Wood Development.

SECTION 2. The Association, by vote of two-thirds (2/3) of its members may adopt such reasonable rules and regulations, including the right to levy reasonable assessments for the maintenance of common areas or other activities undertaken by the Association as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, 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, by an instrument in writing in the nature of an assignment, shall vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Deeds of Lucas County, Ohio.

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 jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions 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 of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this 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 or 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 its successors and/or assigns, or the Association, or its agents shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

SECTION 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property it purchased or acquired subject to all of the restrictions, covenants, agreements, conditions and other provisions of this Declaration.

SECTION 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

SECTION 4. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

SECTION 5. Developer reserve the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

SECTION 6. A violation of any of the rules and regulations adopted by Developer or by the property owners shall be deemed a violation of this Declaration and may be enjoined as herein provided.

SECTION 7. 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, James C. Moses and David J. Rush, d/b/a Moses/Rush Builders, an Ohio partnership, has caused this Declaration to be signed on the day and year first above written.

WITNESSES:

Sharon E. Brown
Patricia G. Schneider
Virginia C. Moore

James C. Moses
JAMES C. MOSES,
d/b/a Moses/Rush Builders
David J. Rush
DAVID J. RUSH,
d/b/a Moses/Rush Builders

STATE OF OHIO, COUNTY OF Lucas, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named James C. Moses and David J. Rush, d/b/a Moses/Rush Builders, who acknowledged that they did sign said instrument and that they are duly authorized in the premises and that the execution of said instrument is the voluntary act and deed of said James C. Moses and David J. Rush for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Toledo, Lucas County, Ohio this 29th day of July, 1991.

Sharon E. Brown
NOTARY PUBLIC
DAVID E. BROWN
Notary Public, State of Ohio
My Commission Expires Feb. 12, 1994

RECEIVED & RECORDED
JUL 29 1991
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO