

ST. JAMES WOOD PLAT 3

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DECLARATION OF RESTRICTIONS

As To

COURT OF ST. JAMES

This Declaration, made and entered into by AVERY-HEINL CO., INC., an Ohio corporation, hereinafter called "Owner", this 17th day of July, 1980.

WITNESSETH:

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

lots Numbers 170 through 184 both inclusive and Lot A, St. James Wood Plat 3, a Subdivision in Sylvania Township, Lucas County, Ohio.

and

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

1. The subdivision of said land into fifteen (15) lots numbered consecutively from 170 through 184;
2. The dedication to public use of certain streets and ways therein; and
3. The reservation of certain easements thereon 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 Court of St. James certain easements and : lots in, over and to Court of St. James and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Court of St. James and has imposed certain restrictions on such lots in said Court of St. James;

NOW, THEREFORE, in consideration of these premises and in consideration of the enhancement in value of the above described land, and 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 Court of St. James as an architecturally harmonious, artistic, and desirable residence, district, Owner, for itself, its successors and assigns, does hereby declare, and stipulate that each lot in said Court of St. James 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 of three (3) individuals is hereby established (the "Committee"). The initial members of the committee shall be BERNARD J. HEINL, PAUL T. AVERY and PAUL E. JACKEY. The initial members are appointed by the Owner, and may be replaced by it from time to time.

Section 2. The committee described in Section 1 shall continue to function until construction on all lots in Court of St. James 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 individuals specified in Section 1, or their successors chosen in accordance with Section 1, shall be deemed to have resigned. The Court of St. James Association, as hereinafter created, shall then appoint all three members of the committee and may thereafter replace from time to time any member of such committee. Provided, however, that at any time prior to such completion of construction and conveyance of title for all lots the individuals named in Section 1 may voluntarily resign and turn control of the committee over to the Court of St. James Association by a letter in writing to the Association.

Section 3. No building, driveway, swimming pool, fence, wall or other structure 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 unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications showing the location of such structure on said lot and grading plans, 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 location of roads, public walkways of any parcel or lot without approval of the Committee in writing.

Section 4. Owner reserves to itself, 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 Flat 3 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 itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot designated as drain easements and access ways. No building or other structure or any part thereof shall be erected or maintained upon any part of the property in Court of St. James, over which any of the above-mentioned easements will be or have been granted.

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 said 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 said 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 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. Developer hereby creates Court of St. James Association, which Developer 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. Such vote shall be exercised only as set forth hereinafter. The owners of Dwelling Units located on each individual lot within Court of St. James (including owner, if it owns one or more Dwelling Units on such lot) shall elect from among themselves one unit to represent them at Association meetings. There will be fifteen (15) such lot representatives, one for each lot in Court of St. James. A lot representative shall have one vote for each Dwelling Unit located on the lot he represents. He shall not be required to consult with the Dwelling Unit Owners of such lot, but shall be entitled to cast such votes in accordance with his own will. He may be replaced at any time by the Dwelling Unit Owners of such lot.

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 outside areas within the subdivision. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking of leaves and 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 eavestrough 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 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 all of the dwelling units of the Association. 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 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, 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 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 (including, but not limited to, antennas, air conditioning units or heat pumps, pipes, wires or the like serving such buildings). Provided, however, any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved by the Committee. 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 owner (Condominium Association, if a condominium is involved) within Court of St. James perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the buildings involved. If such 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.

ARTICLE TWO

The following restrictions shall apply to all lots in Court of St. James:

Section 1. Each lot in Court of St. James 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 said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

Section 2. No dwelling erected in said Court of St. James 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 said lots without the 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 Court of St. James whether on a lot or in a street, unless parked or stored within a garage out of view. No trailer, tent, shack, barn, house, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted in Court of St. James, except with the 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. No well for gas or oil shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain 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 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. The right is reserved by Owner to erect advertising signs and displays at entrances to the development until all lots are sold and to erect small structures and place signs on any unsold lots or improvements thereon. Builders erecting a dwelling may place one identification sign on the property 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 (which must weigh 10 pounds or less) within his dwelling unit. The Association shall have the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats, or other household pets calculated not to become a nuisance to the owners or inhabitants of Court of St. James.

Section 6. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises. 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 twenty (20) 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.

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, its successors 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 owners 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

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Owner, and Owner or its successors or assigns, 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 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 or acquired subject to all the restrictions, covenants, conditions, agreements 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 completion of construction upon, and conveyance of title of, all of the lots within Court St. James.

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 be assignable and shall inure to the benefit of its successors and assigns.

Section A. Owner reserves to itself, its successors and assigns, the right to grant an easement through all of Lot A as shown on the Plat of St. James Wood, Plat 3, for the benefit of adjacent lot owners and dwelling unit owners, said easement to be for the following purposes:

1. Allowing owners of dwelling units adjacent to Lot A to drive vehicles over the north one-half (1/2) of Lot A to their garages. Said easement shall be for driveway purposes and shall be a perpetual easement.
2. Allowing owners of dwelling units adjacent to Lot A to walk over the north portion of Lot A to their garages.

IN WITNESS WHEREOF, AVERY-HEINL CO., INC., an Ohio corporation, has caused this Declaration to be signed by its President and Vice President on the day and year first above written.

WITNESSED:

AVERY-HEINL CO., INC. an Ohio corporation

By: Bernard J. Heintz
 Bernard J. Heintz, President

By: Paul T. Avery
 Paul T. Avery, Vice President & Secretary

STATE OF OHIO)
) SS
 COUNTY OF LUCAS)

Before me, a Notary Public in and for said county, personally appeared AVERY-HEINL CO., INC., an Ohio corporation, by Bernard J. Heintz, President and Paul T. Avery, Vice President and Secretary, who executed the foregoing instrument on behalf of said corporation and who acknowledged that they did sign said instrument as all of the officers of said corporation, and that the same is their free act and deed and the free act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of July, 1980.

Notary Public

MARIE MAKOS, Lucas County
 Notary Public, State of Ohio
 My Commission Expires Jan. 20, 1983

This Instrument Prepared By:

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RECEIVED & RECORDED

JUL 17 1980 2:14 PM

SHIRLEY ISENBERG
 RECORDER, LUCAS COUNTY, OHIO

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