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DECLARATION OF RESTRICTIONS
AS TO
FORESTVIEW PLAT 1
A Subdivision in the Village of Ottawa Hills,
Lucas County, Ohio.

This Declaration made and entered into by FORESTVIEW INVESTMENT,
INC., an Ohio corporation, hereinafter sometimes referred to as "Developer",
this 23rd day of December, 1982.

WITNESSETH THAT:

WHEREAS, Forestview Investment, Inc. holds title in fee simple
to a certain parcel of land, situated in the Village of Ottawa Hills,
Lucas County, Ohio hereinafter referred to as "Forestview Plat A", and
described as follows:
Lots Number One (1) through Three (3), inclusive, in FORESTVIEW
PLAT A, a Subdivision in the Village of Ottawa Hills, Lucas County,
Ohio, and

WHEREAS, Forestview Investment, Inc., has caused a plat of the
above described land to be prepared which plat provides for:
1. The Subdivision of said land into three (3) lots numbered
   consecutively from one (1) through three (3), which subdivision, when
   the plat thereof is filed for record, will be known as "Forestview Plat
   1."

2. A reservation of certain easements therein for the installation
   and maintenance of public utility service.

WHEREAS, Forestview Investment, Inc. desires to establish for
its own benefit and for the benefit of all future owners and occupants
of all or any part of Forestview Plat 1, certain easements and rights
in, over and to Forestview Plat 1 and certain restrictions upon the
manner of use, improvement and enjoyment of the aforementioned lots in
Forestview Plat 1 and to impose hereby certain restrictions on such lots
in said Forestview Plat 1.

NOW, THEREFORE, in consideration of the premises and in
consideration of the enhancement in value of the above described land,
and to afford purchaser's 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 Forestview Plat 1 as an architecturally harmonious,
artistic and desirable residence district, Forestview Investment, Inc.,
the owner, for itself, its successors and assigns, does hereby declare
and stipulate that each lot in said Forestview Plat 1 hereafter sold,
conveyed or transferred by it, including transfers by operation of law,
shall be deemed sold, conveyed or transferred subject to the following
covenants, conditions, agreements and restrictions, to-wit:

1. All lots in Forestview Plat 1 shall be known and described
as residential lots; no structure shall be erected, placed or maintained
on any such residential lot other than one single-family residence
dwelling of not less than two thousand seven hundred square feet (2700
sq. ft.) measured from the outside walls excluding basement, garage and
attic, a private side or rear loading garage of not more than three (3)
car capacity which shall be an integral part of the dwelling, an attractive-
appearing garden house, a swimming pool and a tennis court. However,
the Developer may, at its sole discretion, approve an unattached garage.
Said dwelling shall be used and occupied solely and exclusively for
private residential purposes by a single family, including such family’s
servants.

2. The plans and specifications for all buildings and other
improvements and structures (including, but not limited to, signs,
froncs, walls, driveways, hedges, garages, basements, swimming pools,
tennis courts and other enclosures) to be constructed within the subdivision
shall be submitted for examination to the Architectural Control Committee
(hereinafter described) and written approval of the Architectural Control
Committee to such plans and specifications shall be obtained before any
such building, structure or improvement shall be constructed or placed
upon any residential lot and before any addition, change or alteration
may be made to any building or other structure situated on a residential
lot. The Architectural Control Committee shall approve, reject or
approve with modifications all submissions within twenty (20) days after
submission of the plans and specifications required hereunder to the
Committee. Failure to so respond within such period shall be deemed to be (disapproval) of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and shall be furnished to the Architectural Control Committee in sufficient numbers so that the Committee may retain a true copy thereof with its records.

3. The Architectural Control Committee shall be composed of four members, two of whom shall be residents of the Village of Ottawa Hills appointed by the Mayor of Ottawa Hills with approval of the Village Council and two of whom shall be appointed by the Developer. At such time as the Developer shall have sold and conveyed all of the residential lots in the subdivision to others and residences shall have been erected on all of the residential lots in the subdivision, the right of the Developer to appoint two members of the Architectural Control Committee shall terminate and thereafter the Mayor of the Village of Ottawa Hills with approval of the Village Council shall have the sole right to appoint such two members of the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns; (i) the right and privilege to assign its appointment rights under this paragraph 3 to any successor to its interest as Developer of the subdivision; and, (ii) the right and privilege to relinquish to the Village of Ottawa Hills its said appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Lucas County, Ohio Recorder.
4. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Forestview as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Control Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built, its building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of Forestview as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in Forestview as a whole. Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

5. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot or rear lot line than the building setback line or lines shown on the recorded plat of said subdivision where applicable, or if no such setback line is shown with respect to any such lot, then such setback line shall be determined by the Developer, or its successors and assigns, in writing, at the time of the approval of the plans and specifications for such
structure. This restriction as to the distances from the front, side and rear lines of said premises shall apply to and include porches, verandas, porte-cochères, and other similar projections of said dwelling. A 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 Forestview Plat 1, but only with the written consent of the Developer.

6. Any truck, boat, bus, tent, housecar, trailer, or other similar housing device, if stored on any said lot, shall be housed within a garage building.

7. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by the Architectural Control Committee 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 now located or determined in writing by the Architectural Control Committee. Complete specifications for construction of driveway shall be submitted to the Architectural Control Committee and its approval thereof endorsed thereon in writing in accordance with the provisions of paragraph 2 hereof.

8. No portion of the within described premises nearer to any highway than the building setback line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing hereinafter 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 for statuary fountains and similar ornaments, for the purpose of beautifying said premises, but no grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted
9. The Developer 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.

10. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all streets and ways, now existing or hereafter established, upon which any parties of said premises may now or hereafter front or abut.

11. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and side of each lot, as shown on Plat 1 of Forestview, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for the 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 structures, or any part thereof, shall be erected or maintained upon any part of the property in Forestview, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.
12. No well for gas, water, oil, or other substance shall, at any time be erected, placed or maintained on any of such residential lots other than a well for water or recreation or maintenance purposes which shall first have been approved as provided above.

13. No trailer, basement, tent, shed, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Foresview Plat 1. No dwelling erected in said Foresview Plat 1 shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided above.

14. Air conditioning units and accessories shall be erected, placed or maintained behind each residence dwelling constructed in the subdivision and in the rear yard only. The air conditioning units and accessories shall be screened by shrubbery, ornamental plants or similar ornaments for the purpose of beautification and also as a sound barrier.

15. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products, or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such lot, shall be removed therefrom.

All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereof. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

16. Other than two (2) dogs, two (2) housecats, and birds maintained within the dwelling, the maintenance or harboring of any other animal, bird or fowl is expressly prohibited in said subdivision.
17. No sign of any character shall be erected, placed, posted or otherwise displayed on or about any lot without written permission of the Developer, or its successors and assigns; and Developer, or its successors and assigns, shall have the right, and discretion to prohibit, restrict and control the size, construction, material, working location and height of all such signs.

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

19. The 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 remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal.

A failure of the 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 thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and the Developer shall at any and all times have the right to enforce the same.
20. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land to said Forestview Plat 1, and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Forestview Plat 1 regardless of how or in what manner said interest is acquired.

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

22. The invalidity of any restriction hereby imposed or of any provisions hereof, or of any part of said restriction or provisions, shall not impair or affect in any manner the validity, enforceability or affect the rest of such restrictions and provisions.

23. The rights, privileges and powers herein retained by Developer shall be assignable and shall inure to the benefit of its successors and assigns.

24. The Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained where the Developer in its sole and exclusive discretion determines that such change, modification, alteration or rescission will be beneficial, compatible and aesthetically harmonious with the manner of use, improvement and enjoyment of any lot in Forestview Plat 1.

25. These covenants and restrictions are to run with the land and shall be binding upon said Owner, and all persons claiming under or through Owner until the 1st day of January, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said restrictions and covenants in whole or in part by the then owners of at least two-thirds (2/3) of the lots in said Forestview Plat 1. Such changes shall be by instrument setting forth said changes and acknowledged by the then owners of at least two-thirds (2/3) of said lots, which instrument shall be filed for record with the Recorder of Lucas County, Ohio, previous to the termination of the successive periods mentioned herein and shall be
effective and operative to effect such change from and after the termination
of such successive period as follows the date of the filing thereof for
record with the Recorder of Lucas County, Ohio.

IN WITNESS WHEREOF, Foreseview Investment, Inc. has caused
this declaration to be signed by its President and Vice President, on
the day and year first above written.

Witnesses:

STATE OF OHIO )
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this

day of , 1982 by Robert C. Mahring, President,

and Kenneth R. Miller, Vice President, of Foreseview Investment, Inc.,
an Ohio corporation, on behalf of the corporation.

RECEIVED & RECORDED
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