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DECLARATION OF RESTRICTIONS

as to

FORESTVIEW PLAT 2

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 28th day of September, 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 Plac 2" and described as follows:

LOT NUMBER Four (4) through Nineteen (19) inclusive, in FORESTVIEW PLAT 2, 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:

The Subdivision of said land into sixteen (16) lots numbered consecutively from four (4) through nineteen (19) inclusive, which subdivision, when the plat thereof is filed for record, will be known as "Forestview Plat 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 2, certain easements and rights in, over and to Forestview Plat 2 and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Forestview Plat 2 and to impose hereby certain restrictions on such lots in said Forestview Plat 2.

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 2 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 2 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 2 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 front porch, 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.

The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, fences, 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.

1. 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 shall appoint all members. The Mayor of the Village Council shall have the sole right to appoint all two members of the Architectural Control Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns:

- The right and privilege to assign its appointment rights under paragraph 3 to any successor to its interest in Developer of the subdivision; and
- 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 is 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 to the 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 all 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 cochere, 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
thereof may include one lot or part of one, two or more lots delineated
on the recorded plat of Forestview Plat 2, but only with the written
consent of the Developer.

6. Nothing herein contained shall be construed to require
the alteration or removal of any existing, non-conforming structures,
and the residence and structure now located on lot 15 may be altered,
remodeled or repaired, and sidewalks and drives necessary to their use
may be constructed by the then owner of said lot 15 provided however, that
any alteration, remodelling or repairing of the existing residence and
structure now located on lot 15 shall not alter the use and occupancy
thereof solely and exclusively for private residential purposes by a single
family, including such single family's servants in accordance with the
provisions of paragraph 1 hereof. In addition to the foregoing, no structure
of any kind whatsoever shall be erected, placed or maintained upon that
portion of lot 15 which is situated westerly of a line extended from the
northwest corner of lot 16 to the southwest corner of lot 16 without the
prior written consent of Developer and the Village of Octavia Hills.

7. 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.

8. 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.

9. No portion of the within described premises nearer to any highway then 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 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 for statuary fountains and similar ornamentations, 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 to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain thereon. Small vegetable gardens may be maintained on the premises but only with the prior written consent of the Developer. No tree whose diameter exceeds ten inches measured three feet from the ground, shall be removed without the prior written consent of the Developer, provided nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, garage, driveway or walks, whose plans have been approved by the Architectural Control Committee or removal ordered by any State or local governmental authority having jurisdiction thereof.

10. 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.

11. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water,
p.as, 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.

12. 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 2 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 any easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

13. 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.

14. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said Forestview Plat 2. No dwelling erected in said Forestview Plat 2 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.

15. Air conditioning units and accessories shall be erected, placed or maintained in and 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 ornamentalations for the purpose of beautification and also as a sound barrier.

16. 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.

17. 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.

18. 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.

19. 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.
20. 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.

21. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land to and upon said Forestview Plat 2, 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 2 regardless of how or in what manner said interest is acquired.

22. No restriction imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no manner of violations or breaches may occur.

23. 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.

24. The rights, privileges and powers herein retained by Developer shall be assignable and shall inure to the benefit of its successors and assigns.
27. 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 esthetically harmonious with the manner of use, improvement and enjoyment of any lot in Forestview Plat 2.

26. 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 2. 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 affect 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, Forestview Investment, Inc. has caused this declaration to be signed by its President and Vice President, on the day and year first above written.

Witnesses:

[Signatures]

Robert C. McHarg, President

Ronald N. Miller, Vice President
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this

day of November, 1982 by Robert C. Mehring, President,

and Kerwick N. Miller, Vice President, of Forestview Investment, Inc.,
an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

[Seal]

RECEIVED & RECORDED
- NOV 29 1982 874109

SANDY ELIZABETH
RECORDS, LUCAS COUNTY, OHIO

[Stamp]

- 82 874109
ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, The Overland Investment Corporation is an Ohio corporation having its principal place of business in the City of Toledo, Lucas County, Ohio, and for convenience is hereinafter designated by "The Company"; and

WHEREAS, The Company by instruments called Assignments dated May 18, 1977 and September 29, 1977 received for record September 1, 1977 and September 30, 1977 in Mortgage Record 77-1006605 and 77-1140101 Lucas County, Ohio Records received and assumed all rights and powers, maintenance charges, titles, easements, trust, and estates in and to severalty instruments called Deed and Agreements establishing Plats One, Two, Three, Four, Five, Six and Seven of Ottawa Hills, located in Lucas County, Ohio and more recently in the Village of Ottawa Hills from The Ottawa Hills Company; and

WHEREAS, each of the aforesaid Deed and Agreements assigned to The Company provided therein that any or all of the rights and powers, maintenance charges, titles, easements, trusts and estates reserved or given to The Ottawa Hills Company and assigned to The Company may be assigned to any one or more corporations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same; and

WHEREAS, The Company, pursuant to said rights of assignment now desires to assign said rights and powers, maintenance charges, titles, easements, trusts and estates as contained in said Deed and Agreements of said Plats to The Village of Ottawa Hills, an Ohio Municipal Corporation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby agree by and between the parties hereto as follows:

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1. All of the rights and powers, maintenance charges, titles, easements, trusts and estates reserved, given, or assigned to The Overland Investment Corporation by the deeds and agreements establishing Plats One, Two, Three, Four, Five, Six and Seven of Ottawa Hills, in Lucas County, Ohio and as assigned and recorded in the land records of said county, are hereby transferred and assigned to The Village of Ottawa Hills, an Ohio Municipal Corporation, located in Lucas County, Ohio, whose tax-assessing address is Municipal Bldg. Richards Rd., Toledo, OH 43604, and pursuant to the right to assign reserved and granted by the said deed and agreement establishing each of said Plats and as assigned to The Overland Investment Corporation by The Ottawa Hills Company.

2. The Village of Ottawa Hills hereby agrees to assume said rights, powers, duties and obligations and carry out and perform same.

IN WITNESS WHEREOF, The Overland Investment Corporation and The Village of Ottawa Hills have caused their respective names to be subscribed to these presents by Elmore S. Riddle, President and Vice President, Secretary of The Overland Investment Corporation and S. Stewart Cochran, Mayor and Donald L. Pennell, Clerk of The Village of Ottawa Hills, a Municipal Corporation of the State of Ohio who acknowledged that they did sign said instrument as such officers of said respective corporations on behalf of said respective corporations and by authority of their respective Board of Directors and Village Council; and that said instrument is their voluntary act and deed for the uses and purposes herein contained.

Dated this 17th day of December, 1979.

WITNESSES:

\[signature\]

By: Elmore S. Riddle
President

By: S. Stewart Cochran
Secretary

THE OVERLAND INVESTMENT CORPORATION
WITNESSES:

THE VILLAGE OF OTTAWA HILLS

STANLEY P. SIEFFERT

MAYOR

Geo. R. P. SCHOLZ

CLERK

COUNTY OF LUCAS

Before me a Notary Public in and for said County, personally

Elmore J. McKechnie, President and Ivo Robins

Secretary of the said Overland Investment Corporation, who acknowledged

that the seal affixed to said instrument is the corporate seal of

said corporation, that they did sign and seal said instrument as such

officers of said corporation on behalf of said corporation and by

authority of its Board of Directors, and that said instrument is the

voluntary act and deed of the said Elmore J. McKechnie, President and

Ivo Robins, Secretary of the said Overland Investment Corporation, as such officers, and the voluntary act and deed of said

corporation for the uses and purposes therein expressed.

IN TESTIMONY THEREOF, I have heretofore subscribed my name and

affixed my official seal this 17th day of December, 1979.

Notary Public

STATE OF OHIO ) SS:

COUNTY OF LUCAS )

Before me, a Notary Public in and for said County, personally

appeared S. J. Critchlow, Mayor, and Donald F. Donnell, Clerk of said Village

of Ottawa Hills, a municipal corporation of the State of Ohio, which

executed the foregoing instrument, who acknowledged that the seal affixed

to said instrument is the corporate seal of said municipal corporation.

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that they did sign and seal said instrument as such Mayor and Clerk
in behalf of said corporation and by authority of its Village Council;
and that said instrument is their free act and deed individually and
as such officers and the free act and deed of said municipal corporation
for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
attired my official seal this 17th day of December 1979.

[Signature]
Sara J. Sullivan
Village Clerk

RECEIVED &Recorded
DEC 20 1979
SANDY ISenberg
RECORder, LUCAS COUNTY, OHIO

RETURN TO:
William S. McCready
610 United Savings Bldg
Toledo Ohio 43614