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.
DECLARATION OF RESTRICTIONS

PARK FOREST PLATS III and IV

A Subdivision in the City of Toledo, Lucas County, Ohio.

THIS DECLARATION, made and entered into by DUNBAR INDUSTRIES, INC., an Ohio corporation, and RONALD and SUSAN KNOLL, this 12th day of January, 1972;

W I T N E S S E T H:

WHEREAS, Dunbar Industries, Inc. and Ronald and Susan Knoll hold title in fee simple to certain parcels of land situated in the City of Toledo, Lucas County, Ohio, hereinafter referred to as "PARK FOREST PLATS III and IV" and described as follows:

Lot Numbers 164 through 180 inclusive, Lot Numbers 129 through 148 inclusive, Lot Numbers 150 through 156 inclusive and Lot Numbers 181 through 243 inclusive, in PARK FOREST, a Subdivision in the City of Toledo, Lucas County, Ohio; and

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

1. The subdivision of said land known and hereafter referred to as PARK FOREST PLATS III and IV.
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, Dunbar Industries, Inc. and Ronald and Susan Knoll desire to establish, for their own benefit and for the benefit of all future owners and occupants of all or any part of Park Forest, certain easements and rights in, over and to Park Forest and certain
restrictions upon the manner of use, improvement and enjoyment of the aforementioned Lots in Park Forest and to impose hereby certain restrictions on such Lots in said Park Forest;

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 Park Forest as an architecturally harmonious, artistic, and desirable residence district, Dunbar Industries, Inc., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Park Forest hereafter sold, conveyed, or transferred by them, including transfers by operation of law, shall be deemed sold, conveyed, or transferred subject to the following covenants, conditions, agreements, and restrictions, to-wit:

ARTICLE ONE

Section 1. All lots in Park Forest shall be known and described as residential lots and shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants, and no other than one, single family, private residence purpose building, including attached garage (hereinafter for convenience called "dwelling") shall be erected, reconstructed, placed or suffered to remain thereon; and no part of any Lot in Park Forest shall be used for any non-residential purpose, except as otherwise provided herein, or as specifically permitted by the provisions of Section 10 hereof.

Section 2. Dunbar Industries, Inc. 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 the plat of Park Forest, designated as utility rights-of-way, for
the construction, operation and maintenance of electric power and communications 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; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Park Forest, over or upon which easements for the installation and maintenance of public utilities will be or have been granted.

Section 3. Dunbar Industries, Inc. 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. Dunbar Industries reserves for itself, an easement on Lots 32 to 33 for purposes of construction entryways.

Section 4. Dunbar Industries, Inc. 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 5. 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 Dunbar Industries, Inc. 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 and rear lines of said premises shall apply to and include porches,
verandas, portes cocheres, and other similar projections therefrom.

Section 6. No dwelling, attached garage, driveway, basement, swimming pool or other structure shall be erected, reconstructed, placed or suffered to remain on said lots, nor shall any change, addition to or alteration therein affecting outward appearance thereof be made unless erected, maintained, changed, added to or altered in accordance with detailed plans and specifications thereof showing the size, location, grade elevations, type, style of architecture, cost, use and materials of construction thereof, the color scheme thereof, and the grading plan of lot, which detailed plans and specifications shall have been first permanently lodged with and approved in writing by Dunbar Industries, Inc., its successors or assigns.

Section 7. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots having a floor area (excluding garage and basement) less than 1400 square feet, unless in the opinion of Dunbar Industries, Inc. the plan submitted is both of such design merit and sufficient cost to merit approval regardless of floor area; and no dwelling shall be erected, reconstructed, placed or suffered to remain upon said lots unless (in addition to the floor area above specified and required) said dwelling shall include an attached garage of not less than 100 square feet.

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 trees, whose diameter exceeds seven (7) inches, measuring three feet from the
ground shall be removed without the prior written consent of Dunbar Industries, Inc., providing nothing herein contained shall be construed as preventing the removal of trees necessitated by the construction site of any dwelling, driveway, or walks, whose plans have been approved by Dunbar Industries, Inc., or removal ordered by any state or local governmental agency having jurisdiction thereof. 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 Dunbar Industries, Inc. shall have been first obtained thereof, 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 so that the same may conform to the general plan.

Section 9. No spirituous, vinous or fermented liquor of any kind shall be manufactured or sold, either 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 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 pole, lamp post, antenna tower, recreational equipment such as basketball court backboard, or gas meter, whether for use in connection with radio, telephone, television, electric power or any other purpose, and no advertising sign, billboard or other advertising device, except for the purpose of advertising the sale of said premises, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the street without the written consent of Dunbar Industries, Inc., to erect small structures and place one identification sign on the property during the construction period.
therefor. 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 Dunbar Industries, Inc.

Section 15. No detached garage, tool house, or any other building of any type shall be erected, placed or suffered to remain on any part of said lots, except a dwelling including attached garage, plans for which shall have been submitted and approved and which shall be erected in conformity with each and all of the restrictions contained in this Declaration of Restrictions.

Section 16. 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 Park Forest, but only with the written consent of Dunbar Industries, Inc.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by Dunbar Industries, Inc., if subsequent thereeto 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.

ARTICLE TWO

Section 1. Upon the completion of sale of not less than eighty percent (80%) of the lots in Park Forest, Dunbar Industries, Inc. may cause a non-profit corporation to be incorporated under the laws of the State of Ohio, to be called "PARK FOREST PROPERTY OWNERS"
ASSOCIATION, INC."), or a name similar thereto, and upon such non-profit corporation being formed, every owner of a full building site in Park Forest shall become a member of such non-profit corporation, and each such member, including Dunbar Industries, Inc., shall be entitled to one vote for each lot owned by him or it on each matter submitted to a vote of the members; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. Upon said non-profit corporation being fully formed and officers and directors thereof elected, Dunbar Industries, Inc., by instrument in writing in the nature of an assignment shall transfer to said non-profit corporation the rights, privileges and powers herein retained with respect to the restrictions herein established, which said assignment shall be recorded in the Office of the Recorder of Deeds of Lucas County, Ohio.

Section 3. The said non-profit corporation, by vote of two thirds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety, and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

ARTICLE THREE

Section 1. Each grantee of Dunbar Industries, Inc., 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 Dunbar Industries, Inc., 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 Dunbar Industries, Inc., its successors or assigns, the right (a) to enter upon the land which, or as to which, such violation of 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, as interpreted by Dunbar Industries, Inc., and Dunbar Industries, Inc., 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 supercede 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. Dunbar Industries, Inc., reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained except those set forth in Section 3 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Dunbar Industries, Inc. or by the corporation formed pursuant to Article Two 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 Dunbar Industries, Inc., shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Dunbar Industries, Inc. and Ronald and Susan Knoll have caused this Declaration to be signed on the day and year first above written.

Four witnesses, two as to each signature.

Acknowledged January 12, 1972 by DUNBAR INDUSTRIES, INC.,
by Donald E. Burgoon and R. G. Dunbar, before a Notary Public, Lucas
County, Ohio, (Seal).

Acknowledged January 12, 1972 by Ronald Knoll and Susan Knoll,
before a Notary Public, Lucas County, Ohio, (Seal).

Received for record January 14, 1972 and recorded in Volume
2432 of Mortgages, page 172.

Received for record a second time on January 31, 1972 and
recorded in Volume 2438 of Mortgages, page 281.