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.
KNOW ALL MEN BY THESE PRESENTS: THAT R. G. DUNBAR, INC., an Ohio corporation, who acquired title by instrument recorded in Volume 1790, page 341, Lucas County Deed Records, the GRANTOR, in consideration of ONE ($1.00) DOLLAR and other good and valuable considerations to it paid by DUNBAR INDUSTRIES, INC., an Ohio corporation, the GRANTEE, whose mailing address is 3810 Upton Avenue, Toledo 13, Ohio, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Dunbar Industries, Inc., and to its successors and assigns forever, the following described premises:

Lots Numbers One (1) through Twenty (20) inclusive, in WESTCHESTER VILLAGE PLAT I, a subdivision in Sylvania Township, Lucas County, Ohio, as recorded in Volume ____, page _____, Lucas County Plat Records; subject, however, to the following restrictions upon the use and occupancy of the above described premises:
WHEREAS, it is necessary and desirable and will be beneficial to the future owners of all of the lots in said PLAT I in WESTCHESTER VILLAGE to impose reasonable restrictions upon the use, occupancy, improvement and enjoyment of all of said properties which shall affect all of the properties and shall become binding upon all present and future owners of said properties and shall run with the land, all as more fully hereinafter stated;

NOW, THEREFORE, in order to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said WESTCHESTER VILLAGE PLAT I as an architecturally harmonious and desirable residential district and to continue, maintain and perpetuate said WESTCHESTER VILLAGE Subdivision in its entirety as originally planned for the maintenance of property values of residences to be hereafter constructed therein, in consideration of the premises the undersigned as owners of all the lots in said WESTCHESTER VILLAGE PLAT I, a Subdivision in the Township of Sylvania, Lucas County, Ohio, as now or hereafter constituted for themselves, their successors, heirs and assigns, for the regulation and protection of every person, his heirs, executors, administrators, legal representatives and/or assigns, who now is or shall in the future be, the owner, occupant or tenant of any interest in and to any lot, lots or part thereof in the improvements, development, use, occupancy and enjoyment of said property in WESTCHESTER VILLAGE PLAT I, being Lots 1 through 50, inclusive, by the execution and recording of this Indenture of restrictions, do hereby restrict the improvements, development, use, occupancy and enjoyment of all property in said PLAT I to the extent and in the manner following:

(a) These restrictions shall become effective upon the recording of this Indenture with the Recorder of Lucas County, Ohio.

(b) The restrictions hereinafter set forth shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until January 1, 1950, at which time said restrictions herein contained or any portion thereof may be extended and/or amended for a further ten (10) year period and for successive ten-year periods thereafter upon the written approval or written agreement of two-thirds (2/3) of the lot owners in WESTCHESTER VILLAGE PLAT I.

(c) No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a structure designed for a one-family dwelling. Each lot may also contain a private garage or carports, which shall be attached to said dwelling.

(d) No building (including porch and/or attached) shall be erected or maintained on any part of the block nearer to the front lot lines than the setback lines as shown on the recorded plat wherein such plot is situated, nor nearer than five (5) feet to any side of every plot built upon except for a garage or other permitted accessory building, which shall be located on or behind the minimum building setback line, subject to the provisions of Paragraph (i) hereof. For the purposes of this Declaration of Restrictions, a plot is defined as that parcel of land on which a dwelling is constructed and/or maintained, together with the land adjacent thereto and used in conjunction therewith, and may therefore include parts or all of two or more of the lots delineated on the recorded plan.

(e) Except as hereinafter provided, no dwelling shall be permitted on any lot unless the ground floor area of said dwelling, exclusive of one-story open porches and garages and carports, shall be not less than 1,120 square feet for a one-family dwelling, nor less than 576 square feet for a dwelling of more than one story.

(f) Except a dwelling erected upon a lot as delineated by the
recorded plat, the ownership of which lies in the owner at the time of the execution of said deed. A building shall be erected or placed on any lot having a frontage of less than 9000 square feet.

(g) No basement, garage, nor any other structure other than as above permitted, shall at any time be used, occupied or rented as a residence temporarily or permanently, on any lot. No trailer or tent shall be permitted on any lot for any purpose whatsoever.

(h) There shall not be erected, permitted or maintained on any lot stable, shed, cattle yard, hogpen, fowl house, coop or yard, cesspool, privy vault or any form of privy; nor shall any live poultry, hog, pigeons, sheep, raised, cattle or other livestock or noxious, dangerous or offensive thing, whether of the character of those hereinabove enumerated or otherwise, be permitted or maintained thereon.

(1) To assure a harmonious plan of development which will inure to the benefit of every property owner in said tract, no building, dwelling or other structure shall be erected, moved or maintained upon any lot unless so erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such building, dwelling or other structure, which shall be submitted to R. G. Dunbar, Inc., Toledo, Ohio, its successors or assigns, or to a committee to be selected as herein provided, and approval of such plans and specifications shall be endorsed thereon in writing prior to commencement of construction, moving or maintenance.

unless such plans and specifications of any part thereof shall have been disapproved in writing within thirty (30) days from the date of such submission, such plans and specifications shall be conclusively deemed to have been approved. The committee referred to herein shall be selected after R. G. Dunbar, Inc. has conveyed ninety percent (90%) of the lots in POLKINGTON VILLAGE PLAT 1, said committee to be selected by the owner of a majority of said lots in said subdivision. Said committee shall consist of three (3) members, each of whom shall be the owner in the simple of property in said Plat 1. Said committee shall serve without compensation and may act by a majority vote. The members shall serve at the pleasure of the majority of the members of the committee.

(1) To fence, wall or hedge shall be erected or maintained nearer to the dedicated street line than the building set-back line of any lot nor shall any fence or wall be erected on any lot without prior written approval being obtained in the manner provided in paragraph (1) hereof.

(b) No trade or business shall be permitted or conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

(1) A perpetual easement is reserved to the undersigned, its successors and assigns, over the rear five (5) feet of each lot and across other spaces designated on the recorded plat as an easement right-of-way for utility installation, removal, repair and maintenance. The said R. G. Dunbar, Inc., its successors or assigns designated in writing, shall have the right in such spaces wherein designated for utility installation to enter upon the same for utility installation, removal, repair and maintenance without notice to any owner.

(c) If any lot owner or tenant thereof, or any other occupant of any lot in said subdivision shall violate or threaten to attempt to violate any restriction herein contained, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law or in equity in any proper court or tribunal against the person or persons so violating, threatening or attempting to violate, to prevent him or them from so doing, or to correct any such violation, or to recover damages or other dues for such violations.

(n) If any restriction hereinafter set forth should be held invalid, unenforceable, or otherwise impermissible, in whole or in part by any court, the remainder of the restrictions shall not be affected thereby, but shall remain in full force and effect.
TO HAVE AND TO HOLD the same to the said Grantees, its successors
and assigns forever, the said R. G. DUNBAR, INC., hereby covenanting that
said Grantor, for itself and its successors, is the true and lawful owner of
said premises and is well seized of the same in fee simple, and has good
right and full power to Grant, Bargain, Sell and Convey the same in the
manner aforesaid, and that the premises so conveyed are clear, free and
unencumbered and that it will warrant and defend the same against all claims
and demands whatsoever, except taxes and assessments due and payable after
date and easements and restrictions of record.

The Grantor corporation has a corporate seal.

IN WITNESS WHEREOF, the said R. G. DUNBAR, INC. has hereto
caused its corporate name and seal to be signed and affixed by R. G. DUNBAR,
its President, and S. S. LEVIN, its Assistant Secretary, this day of September, 1966.

By: R. G. DUNBAR, INC., an Ohio corporation

By: R. G. DUNBAR, President

By: S. S. LEVIN, Assistant Secretary

In the Presence of:

Before me, a Notary Public in and for said County, personally
appeared R. G. DUNBAR, President, and S. S. LEVIN, Assistant Secretary, of
said R. G. DUNBAR, INC., the corporation which executed the foregoing instru-
ments, 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 President and Assistant Secretary in behalf of said Grantor corpora-
tion and by authority of its Board of Directors; and that said instrument is
their free act and deed individually and as such officers, and the free act
and deed of said corporation, for the uses and purposes therein expressed.

In Testimony Whereof, I have hereto subscribed my name and
affixed my official seal this Day of September, 1966.

Notary Public

This instrument prepared by:

RECEIVED and RECORDED at
SEP 23 1966

Sedalia, Lucas County, Ohio

J.T.