BENNETT PARK

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DECLARATION OF RESTRICTIONS FOR BENNETT PARK, a
SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

WHEREAS, The Title Guarantee and Trust Company, Trustee, a
corporation duly organized and existing under and by virtue of the
laws of the State of Ohio, hereinafter called "Trust Company" is the
owner in fee simple of the following described real estate, viz:

Lots #1 and #5 to #115 inclusive in Bennett Park, a Sub-
division in Washington Township, Lucas County, Ohio, and

WHEREAS, Mark L. Maidment and Vivian S. Maidment are the
owners in fee of the following described real estate, viz:

Lot #2 and the south 1/2 of lot #3 in Bennett Park, a Sub-
division in Washington Township, Lucas County, Ohio, and

WHEREAS, Herbert J. Haunenstein and Marjorie L. Haunenstein
are the owners in fee of the following described real estate, viz:

The north 1/2 of lot #3 and Lot #4 in Bennett Park, a Sub-
division in Washington Township, Lucas County, Ohio, and

WHEREAS, the said Trust Company and the said Maidments and
Hauensteins desire to make known the restrictions, conditions,
covenants, charges and agreements, subject to which all of said
property hereinafore described is now owned by them, and subject to
which the lots aforesaid are to be conveyed by them, respectively.

NOW THEREFORE, in consideration of the mutual execution
hereof, and of the enhancement of value of said property to the re-
spective owners thereof, and to afford purchasers of all of said
property due and ample protection in the uses and occupancies thereof
for the purposes for which it is designed, the said Trust Company
and the said Maidments and Hauensteins hereby declare that said real
estate is held by them and shall be conveyed by them subject to all of the restrictions, conditions, covenants, charges and agreements hereinafter set forth:

1. Until January 1, 1975, no lot in herein described Subdivision shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Bennett Park Improvements Committee, hereinafter described, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less than $6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 695
square feet for a one or one and one-half story dwelling.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 7 feet to any side street line, collateral and arterial streets. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 44 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 5,280 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. The architectural control committee is composed of Joseph
Ach, 5115 Bennett Road, Toledo, Ohio; Clifford C. Loss, 241 16th St., Toledo, Ohio; Arthur P. Ach, 4005 Douglas Road, Toledo, Ohio. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity
against any person or persons violating or attempting to violate any
covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or
court order shall in no wise affect any of the other provisions which
shall remain in full force and effect.

IN WITNESS WHEREOF, The Title Guarantee and Trust Company,
Trustee, by its vice-president and secretary thereunto duly authorized,
has hereunto set its name and corporate seal; and the Home Building
and Savings Company by its vice-president and assistant secretary as
mortgagee on lots 2, 3 and 4 in Bennett Park, a Subdivision in
Washington Township, Lucas County, Ohio; and the said Mark L. Maidment
and Vivian S. Maidment, husband and wife; and the said Herbert J.
Hauenstein and Marjorie L. Hauenstein, husband and wife, have hereunto
set their hands this 1st day of March, 1950.

THE TITLE GUARANTEE & TRUST COMPANY, TRUSTEE

By John F. Landwehr, Vice-President

By Clem H. Barsch, Secretary

(corporate seal)

THE HOME BUILDING AND SAVINGS COMPANY

By A. A. Gottshall, Vice-President
By A. R. Simpson, Assistant Secretary

Mark L. Maidment
Vivian S. Maidment
Herbert J. Hauenstein
Marjorie L. Hauenstein

Two witnesses.

Acknowledged March 1, 1950 by John F. Landwehr and Clem H.
Barsch, Vice-President and Secretary respectively of The Title
Guarantee and Trust Company, Trustee, by A. A. Gottshall and A. R. Simpson, Vice-President and Assistant Secretary respectively of The Home Building and Savings Company, by Mark L. Maidment and Vivian S. Maidment and Herbert J. Hauenstein and Marjorie L. Hauenstein, before a Notary Public, Lucas County, Ohio (seal).

Received for record March 2, 1950 and recorded in Volume 1456 of Mortgages, page 40.