Bentbrook Farms Plat Three
Lots 64 - 97

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DECLARATION OF RESTRICTIONS

as to

BENTBROOK FARMS PLAT THREE

A Subdivision in Sylvania Township,

Lucas County, Ohio.

This declaration made and entered into by the BERESKY DEVELOPMENT CO., an Ohio corporation this 20th day of April, 1966.

WHEREAS, Beresky Development Co. holds title in fee simple to a certain parcel of land, situated in Sylvania Township, Lucas County, Ohio, hereinafter referred to as "Bentbrook Farms Plat Three" and described as follows:

Lots numbered sixty-four (64) through ninety-seven (97), inclusive, in BENTBROOK FARMS PLAT THREE, a Subdivision in Sylvania Township, Lucas County, Ohio, and

WHEREAS, Beresky Development Co. has caused a plat of the above described land to be prepared which plat provides for:

1) the subdivision of said land into thirty-four (34) lots numbered consecutively from sixty-four (64) through ninety-seven (97), which subdivision, when the plat thereof is filed for record, will be known as "Bentbrook Farms Plat Three"

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.

WHEREAS, Beresky Development Co. desires to establish, for its own benefit and for the benefit of all future owners and occupants of all or any part of Bentbrook Farms Plat Three, certain easements and rights in, over and to Bentbrook Farms Plat Three and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Bentbrook Farms Plat Three and do impose hereby certain restrictions on such lots in said Bentbrook Farms Plat Three.

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 Bentbrook Farms Plat Three as an architecturally harmonious, artistic and desirable residence district, Bereisky Development Co., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Bentbrook Farms Plat Three 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 Bentbrook Farms Plat Three shall be known and described as residential lots and hereafter no structure shall be erected on any such residential lot other than one single family, private, residence purpose dwelling, including garage. Such garage shall be an integral part of the dwelling, except that the Architectural Control Committee may in its sole discretion approve an unattached garage. Said dwelling shall be used and occupied solely and exclusively for private residence purposes by a single family, including such family's servants.

Section 2. No dwelling, garage, driveway, basement, swimming pool, or other structure shall be erected or maintained on said lots, nor shall any change, addition to or alteration therein affecting the outward appearance thereof be made unless erected, maintained, changed added to or altered in accordance with detailed plans and specifications therefore 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 the lot, which detailed plans and specifications shall have been first approved in writing by the Architectural Control Committee, and a true copy thereof permanently lodged with the Architectural Control Committee. All plans and specifications for such structures must be prepared by a competent architect. No such dwelling, including garage, shall be erected, reconstructed, placed or suffered to remain upon said lot, having a cost and fair value (based on 1960 construction costs) exclusive of land, of less than $45,000.00.

Section 3. No structure or any part thereof shall be erected or maintained 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 or nearer to any side line or rear line than shall be determined by the Architectural Control Committee, 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, portes cochere, and other similar projections of said dwelling. 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 Bentbrook Farms Plat Three, but only with the written consent of the Architectural Control Committee.

Section 4. No portion of the within described premises nearer to any street than the building set-back 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 anywhere thereon. Small vegetable gardens may be maintained upon the premises only with the written approval of the Architectural Control Committee. No tree, whose diameter exceeds ten inches, measured three feet from the ground, shall be removed without the prior written consent of the Architectural Control Committee, 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. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed, or suffered to remain upon said premises until the written consent of the Architectural Control Committee shall having been first obtained therefor, 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.

Section 5. Beresky Development Co. 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 6. Beresky Development Co. 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, 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.

Section 7. Beresky Development Co. 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 Bentbrook Farms Plat Three, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for 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 Bentbrook Farms Plat Three, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at 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, water, oil or other substance, 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 without the written consent of the Beresky Development Co. first having been obtained. No pole, lamp post, antenna tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises, or upon or visible from the outside of said dwelling without the written consent of the Beresky Development Co. first having
been obtained. The right is reserved by the Beresky Development Co. to erect small
structures and place signs on any unsold lots or improvements thereon.

Section 9. No animals, rabbits or poultry, or any kind, character or species of fowl
or livestock, shall be kept upon or maintained on any part of any lot or tract. The
Beresky Development Co. reserves the right to adopt reasonable regulations governing the
keeping within any dwelling house of domestic dogs, cats, or other household pets,
calculated not to become and not becoming a nuisance to the owners or inhabitants of
Bentbrook Farms Plat Three.

Section 10. No clothes, sheets, blankets or other articles shall be hung out or
exposed on any part of said premises, except in the rear yards and only on portable
laundry dryers of a revolving type not higher than seven feet from the ground. No laundry
shall be hung for drying on Sundays or other legal holidays. No laundry of any kind, or
other articles, shall be exposed or hung for drying at anytime on any front porch or in
the front of any building. No power yard equipment, such as power mowers and power shears,
shall be used by anyone on Sundays or legal holidays from May 1st to October 1st of each
year.

Section 11. All rubbish, and debris, combustible and non-combustible, and all garbage
shall be stored in underground containers, or stored and maintained in containers, entirely
within the garage or basement. Additional regulations for the storage, maintenance and
disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by
the Beresky Development Co.

Section 12. Beresky Development Co. reserves and hereby is 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 Beresky
Development Co., and Beresky Development Co. shall not, by reason thereof, be deemed
guilty of any manner of trespass for such entry, abatement or removal. A failure of
Beresky Development Co. to enforce any of the restrictions, rights, reservations, limita-
tions, 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 Beresky Development Co. shall at
any and all times have the right to enforce the same.

Section 13. No boat, boat trailer, house trailer or truck of any type shall be parked, kept or stored on any lot in Bentbrook Farms Flat Three unless completely within the closed garage. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or out-building of any type will be permitted on any lot in Bentbrook Farms Flat Three except with the prior written approval of the Beresky Development Co.

Section 14. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless and until the size, location, type, style or architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by the Architectural Control Committee, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Architectural Control Committee, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 15. No dwelling erected in said Bentbrook Farms Flat Three shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications thereof. All approved structures must be completed by an owner within one year following the date of the 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 in said 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 Beresky Development Co.

Section 16. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Beresky Development Co.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto 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. The Architectural Control Committee shall be composed of Nicholas G. Beresky and Shirley B. Beresky or their designated representatives until such time as Beresky Development Co. has conveyed to others all of the lots in Bentbrook Farms Plat Three, after which time said committee will be composed of three lot owners to be appointed by the then record owners of a majority of said lots. 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 in the absence of action by the lot owners. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for service performed pursuant to this covenant.

Section 2. Beresky Development Co. may, by an instrument in writing, in the nature of an assignment, vest the Architectural Control Committee, if and when formed, with the rights, privileges and powers herein retained by the said Beresky Development Co., which said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee 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 the Architectural Control Committee and the Beresky Development Co., created or reserved by this Declaration or by plat or 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, and inure to the benefit of such owner, in like manner though the provisions of the 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 the Beresky Development Co. the right (i) to enter upon the land upon which, or as to which, such violation or 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, and the Beresky Development Co. or its agents, shall not thereby be deemed guilty of any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with all the land to said Bentbrook Farms Lot Three, 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 Bentbrook Farms Lot Three regardless of how or in what manner said interest is acquired.

Section 3. 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.

Section 4. 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, forcibility or affect the rest of such restrictions and provisions.

Section 5. The rights, privileges and powers herein retained by Beresky Development Co. shall be assignable and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Beresky Development Co. has caused this declaration to be signed by its President and Secretary, on the day and year first written above.

Signed by Beresky Development Co., Nicholas G. Beresky, President, Ann W. Cordill, secretary.

Two witnesses.

Acknowledged April 20, 1966, by said Corporation, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record April 20, 1966 at 1:34 P.M., and recorded in Volume 2181 of Mortgages, page 1.
ASSIGNMENT

20575

WHEREAS, Beresky Development Co., an Ohio corporation, developed Bentbrook Farms Plat III in Sylvania Township, Lucas County, Ohio, and imposed a Declaration of Restrictions thereon on April 20th, 1966, recorded April 20th, 1966 in Volume 2181 of Mortgages, Page 1, Lucas County, Ohio, Records and as amended thereafter;

WHEREAS, more than ninety percent (90%) of lots in Bentbrook Farms Plat III have been developed and the lot owners have organized an Architectural Control Committee;

WHEREAS, Beresky Development Co. desires to transfer and assign all of its powers and duties under the Declaration of Restrictions to said Committee;

NOW, THEREFORE, Beresky Development Co. does hereby assign all of its powers and duties to the Architectural Control Committee elected by the lot owners, so that they may act in its place and stead to continue to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said subdivision known as Bentbrook Farms Plat III in the future.

IN WITNESS WHEREOF, The Beresky Development Co. does hereto set its hand by Nicholas G. Beresky, its President, and Shirley Beresky, its Secretary this 2nd day of August, 1985.

Signed, Acknowledged and Delivered in the Presence of:

[Signature]

Beresky Development Co.

By

[Signature]

Nicholas G. Beresky, President

Shirley Beresky, Secretary

STATE OF OHIO ) ) ss.
COUNTY OF LUCAS )

Before me, a notary public in and for said County, personally appeared Nicholas G. Beresky, President, and Shirley Beresky, Secretary, of Beresky Development Co., who acknowledged that they did sign said instrument on behalf of said Beresky Development Co. and by authority of its Board of Directors; that said instrument is the voluntary act and deed of the aforesaid officers of said corporation, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 2nd day of August, 1985.

[Notary Seal]

Notary Public

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