Bentbrook Farms Plat Four
Lots 98 - 127

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DECLARATION OF RESTRICTIONS
as to
BENTBROOK FARMS PLAT FOUR
A Subdivision in Sylvania Township,
Lucas County, Ohio

This declaration made and entered into by the BERESKY DEVELOPMENT CO., an Ohio Corporation this 29th day of September, 1967.

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 Four" and described as follows:

Lots numbered 98 through 127 inclusive, in BENTBROOK FARMS PLAT FOUR, 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 30 lots Numbered consecutively from 98 through 127, which subdivision, when the plat thereof is filed for record, will be known as "Bentbrook Farms Plat Four"

(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 Four, certain easements and rights in, over and to Bentbrook Farms Plat Four and certain restrictions upon the manner of use, improvement and enjoyment of the aforementioned lots in Bentbrook Farms Plat Four and do impose hereby certain restrictions on such lots in said Bentbrook Farms Plat Four.
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 same are designated and to provide a uniform general plan for the improvement, development, use, occupancy and enjoyment of said Bentbrook Farms Plat Four as an architecturally harmonious, artistic and desirable residence district, Beresky Development Co., the owner, for itself, its successors and assigns, does hereby declare and stipulate that each lot in said Bentbrook Farms Plat Four 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 Four 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 therefor showing the size, location, grade elevations, type, style of
architecture, cost, use, and materials of construction thereof, the
color scheme therefor, and the grading plan for 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 1965 construction costs) exclusive of
land, of less than $50,000.00.

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. 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 Bentbrook Farms
Plat Four, 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 constructed 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 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.

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 pipe lines, 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 Four, 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 structure, or any part thereof, shall be erected or maintained upon any part of the property in Bentbrook Farms Plat Four, 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 devise, 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 or 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 Four.

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 then 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,
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, be 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, 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 Beresky Development Co. shall at any time 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 Plat Four unless completely within the closed garage. No trailer, tent, shack, barn, housecar, playhouse, greenhouse, tree house, or outbuilding of any type will be permitted on any lot in Bentbrook Farms Plat Four 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 therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have first been 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 Plat Four shall be used as a residence until the exterior thereof has been completed as specified and called for in the detailed plans and specifications therefor. 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 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 Four, 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 (1) 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 Plat Four, 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 Plat Four 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, forciability 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., by Nicholas G. Beresky, President and by Ann W. Cordill, Secretary.

Two witnesses.

Acknowledged September 29th 1967 by said corporation, by said officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record October 2nd 1967 at 1:11 P.M., and recorded in Volume 2225 of Mortgages, page 624.