In requiring the submission of plans and specifications as herein set forth to the Superintendent of Banks or a committee appointed for that purpose in mind the development of Wentworth I, II, and III, as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any plans and specifications as submitted, the Superintendent of Banks or said committee may consider the appropriateness of the improvements contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot upon which it is proposed to be erected or modified, and such other matters and considerations as the Superintendent of Banks or said committee deems to be to the interest and benefit of the owners of lots in Wentworth I, II, and III, as a whole with reference to said plan of development, and any determination made by the Superintendent of Banks or said committee in good faith shall be binding upon all parties in interest.

(f) No basement, garage nor any structure other than as permitted hereinafter, shall at any time be used as a residence temporarily or permanently, nor shall any resident of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lot for any purpose whatever.

(g) There shall not be erected, permitted or maintained on said lot any stable, cattle yard, hog pen, foal yard or house, cowshed, privy vault or any form of privy; nor shall any live poultry, hogs, cattle or other live stock or any noxious, dangerous or offensive thing, whether of the character of those heretofore enumerated or not, be permitted or maintained thereon.

(h) No signs of any character shall be erected, posted, posted or otherwise displayed on or about any lot, without the written permission of the Superintendent of Banks, his successors or assigns, who shall have the right in his discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

(i) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(j) No dwelling costing less than $5,000.00 shall be permitted on any lot in Wentworth I, II, and III, and the ground floor area thereof shall not be less than 700 square feet in the case of a one-story structure nor less than 900 square feet in the case of a one-and-one-half or two-story structure, and no building shall have a width of more than 12 feet on any residential lot within this described area having a frontage of 40 feet or less.

(k) Concrete side walks not less than 1 foot in width shall be installed to serve each residential property before being occupied, and are to be installed at the expense of the builder or purchaser.

(l) No wine, liquors, beer or other intoxicants shall be manufactured or sold on any lot herein known and described as a residential lot.

(m) The covenants and restrictions herein above shall run with the land and shall be binding on each and every person who shall thereafter become the owner of any interest in and to the premises described hereinabove at any time or any part thereof until June 30, 1975, at which time said covenants and restrictions herein contained or any portion thereof may be extended for a further ten year period and for successive ten year periods thereafter or any period or periods thereafter as the Board of Directors of said Wentworth I, II, and III, may determine.

(1) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lots in said Wentworth I, II, and III, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(p) If any of the covenants or restrictions hereinafore are held invalid by judgment or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the said S. M. Squire, Superintendent of Banks of the State of Ohio, in charge of liquidation of The Ohio Savings Bank & Trust Company, by Newman R. Thurston, its specially appointed Deputy, has hereto executed this Declaration of Restrictions this 14th day of March, 1939.

S. M. SQUIRE, Superintendent of Banks of the State of Ohio, in charge of liquidation of The Ohio Savings Bank & Trust Company.

Signed, sealed, acknowledged and delivered in the presence of:

Special Deputy Superintendent