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PAGE 265-266-267-268  
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JEAN S. RICHARDSON  
RECORDER  
CLINTON COUNTY, OHIO

# CENTER CREST MANOR PLAT BLOCK "A"

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The land comprising the complete plat of Center Crest Acres (Block "A", Block "B", Block "C") being all of the property conveyed to Lucille M. Hackney by warranty deed of Lavina K. Morrow Both for 55.91 Acres, being part of Military Survey # 1559 and located in Union Township, Clinton County, Ohio. The aforesaid deed being recorded in Volume 149, Page 27 of the deed records of said county. (Block "A" contains 20.927 Acres.)

### DEDICATION

We, the undersigned, being all of the owners and lien holders of the lands herein platted, do hereby voluntarily consent to the execution of the said plat and to dedicate the streets as shown hereon to the public use forever.

We also dedicate easements, with the right of Ingress and Egress and the right to trim such trees and shrubs as may be necessary to maintain proper service, to run with the land, for water, sewer, gas, electric, telephone, or other public utility lines or services under, on or over those certain strips of land designated hereon as "Utility Easements."

WITNESS Vieta Hopkins

Lucille M. Hackney  
LUCILLE M. HACKNEY

WITNESS Russie Jean Thatcher

Howard S. Hackney  
HOWARD S. HACKNEY

### STATE OF OHIO, CLINTON COUNTY, S.S.:

Be it remembered that on 31<sup>st</sup> day of June 1959, before me the undersigned, a notary public in and for said county and state, personally came Lucille M. Hackney and Howard S. Hackney and acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.

In testimony whereof, I have set my hand and notary seal on the date above written.

Nelie Edgington  
NOTARY PUBLIC IN AND FOR CLINTON COUNTY, O.

### ACCEPTANCE

Dedication of the land shown on this Plat for streets proposed, is hereby accepted as of June 1, 1959.

Samuel C. Williams  
COMMISSIONER  
Will H. West  
COMMISSIONER

Arthur H. Fisher  
COMMISSIONER

Approved by Planning Commission of the City of Wilmington, Ohio this 21 day of May 1959

Thomas W. ...  
CHAIRMAN

Jeannette ...  
Acting CLERK

### PROTECTIVE COVENANTS AND RESTRICTIONS

1. All numbered homesites or building tracts in this subdivision shall be known and used as single residential homesites. (No tract shall be resubdivided into smaller tracts for the purpose of additional residences.) Only one residence may be built or placed on any tract.
2. No residence building with less than 1000 sq. ft. of first floor space, in the case of a one story structure, or less than 800 sq. ft. of first floor space, in the case of a one and one-half or two story structure, shall be erected or placed on any tract in this subdivision, such building shall be on a solid stone, brick, block, or concrete foundation. The exterior shall be covered with drop siding, stone, or brick. No concrete or cinder block house are permitted. No asphalt base exterior siding or asbestos siding is permitted. Roof shall be covered with wood composition or asphalt shingles or approved built up roofing. Frame exterior shall be painted with two coats of approved lead or oil paint. Stain may be used in protected areas. Any building shall be fully completed within a period of one year from the time of beginning, must be of conventional design, and in harmony with the neighborhood. All construction must be performed in a workman like manner and follow standard carpentry practices. No used building or lumber to be used except by written permission of the subdivider.
3. Any outbuilding shall have same quality finish and roof as that prescribed for residence in restriction Two (2) hereon. No such building can be made of unsightly material or similar lumber.
4. All buildings shall be placed back of the building set-back line as shown in the within plat (porches and bay windows excepted) and no nearer than 15 feet of any side lot line or a total of 30 feet for both. No fence shall be erected any nearer to the road than the set-back line unless same shall be a hedge or shrub not to exceed four (4) feet in height. No garden may be planted any nearer to the road than the set-back line.

5. No trailer, cabin or shack is permitted on this land nor is any basement, garage or other outbuilding at any time to be used as a temporary or permanent residence.
6. Until such time as a public water supply and sanitary sewer system are available, each dwelling erected in this subdivision shall have a well and a private sewage disposal system, the location and construction of which shall be approved by the proper health authorities. No outside toilets permitted.
7. No noxious or offensive trade shall be carried on upon this land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business is permitted.
8. No soil, earth, sand, gravel, stone or trees shall be removed from any tract to be sold or to the injury of the value or appearance of the tract other than by the developer for the purpose of development.
9. No unused building material, junk, rubbish or trash, shall be left exposed on any tract except during actual building operations.
10. No wornout or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any tract in addition and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk, or waste materials.
11. The premises must be kept neat and clean, the buildings well painted and weeds and under brush must be kept under control at all times.
12. The seller reserves the right to enter upon said premises for the purposes of cutting grass, removing debris or filling in, or for any purpose to improve the appearance of said premises as it may seem necessary in the opinion of the seller, until the land is conveyed in free simple.
13. The privilege and easement is hereby reserved to the seller, his heirs, representatives and assigns to erect light and telephone poles and suitable equipment for any other utilities and to lay water mains in or in the rear (5) five feet, or as shown on each tract herein platted.
14. All storage tanks fuel, etc., shall be concealed to the satisfaction of the developer.
15. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until Mar. 1, 1979. At which time said covenants shall be automatically extended for successive periods of ten (10) years. At any time these covenants may be amended by written consent of sixty (60) per cent of the then owners of the tracts. Each owner having one vote for each separate tract owned by him.
16. The parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants hereon, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, described herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
17. Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. Buildings to be erected, placed or altered on any lot in this subdivision shall conform to the general style, color and location on any lot or lots, but no building shall be erected, placed or altered on any said lot until the plans, specifications, plat and grading plans have been approved in writing by the subdivider, or his heirs or assigns or by their designated agent. If the aforesaid subdivider or his designated agent fails to approve or disapprove such design and location within 30 days after such plans have been submitted to him in writing, such permission shall not be required. If no action is taken application shall be made to the governing body concerning such matters in this area.
19. The above covenants and restrictions apply specifically to the tracts described herein.
20. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.
21. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
22. Either grass seed or sod shall be placed in the front and side yards within a period of one year after the first day of occupancy.
23. A minimum of 6 shrubs shall be placed in each front yard within one year after the first day of occupancy.
24. All structures erected on this tract shall conform to the satisfaction of the developer or to the zoning regulations of this area.

TRANSFERRED  
Transferred on the \_\_\_\_\_ day of \_\_\_\_\_ 1959.

RECORDED  
Received June 30, 1959  
Recorded \_\_\_\_\_  
Plot Book 5, Pages 265-266-267-268

CLINTON COUNTY AUDITOR

Jean Richardson  
CLINTON COUNTY RECORDER