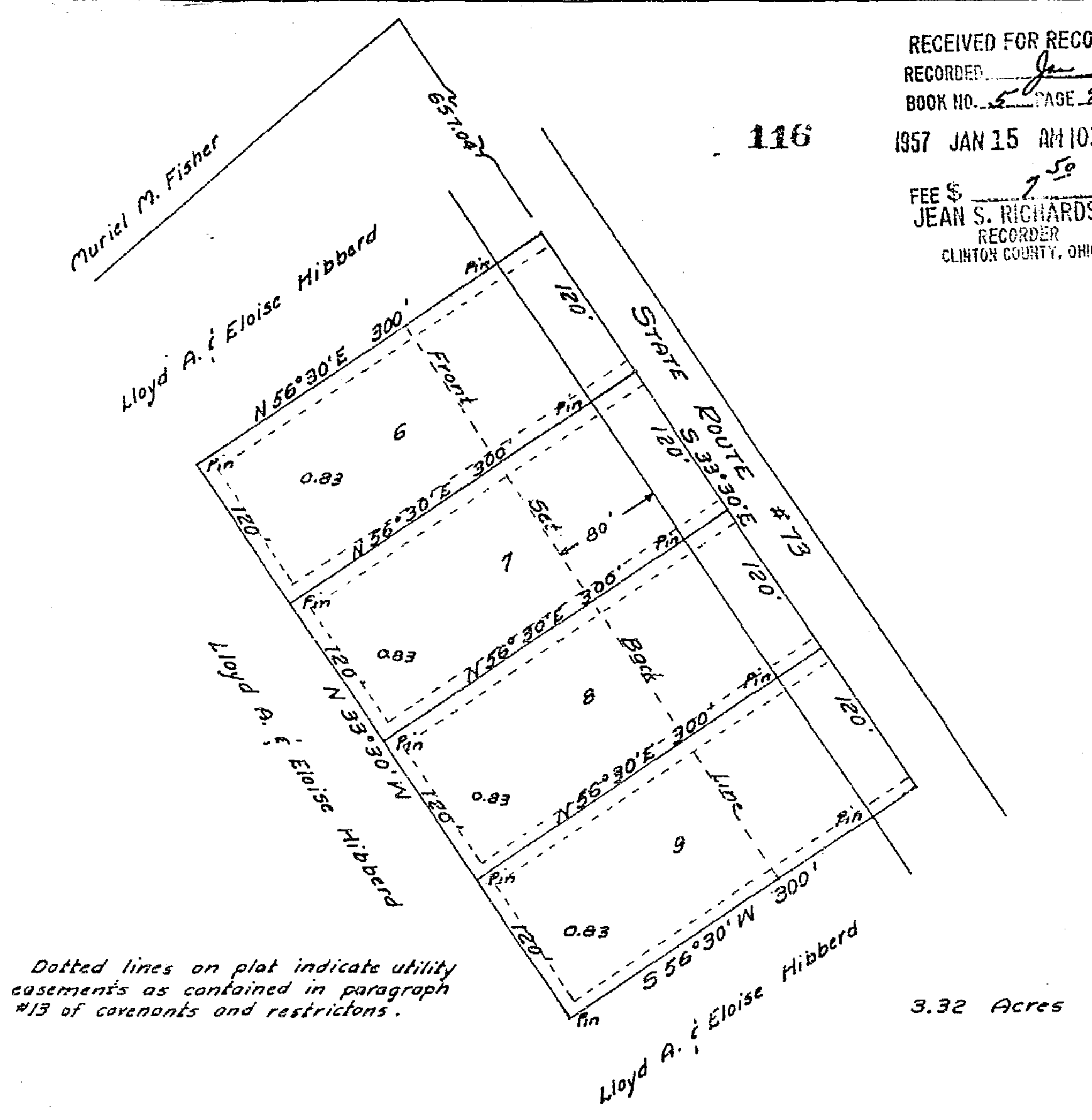


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RECEIVED FOR RECORD  
RECORDED: Jan 15 1957  
BOOK NO. 5 PAGE 25-26-97  
1957 JAN 15 AM 10:27  
FEE \$ 7.50  
JEAN S. RICHARDSON  
RECORDER  
CLINTON COUNTY, OHIO

### COVENANTS & RESTRICTIONS



LLOYD A. & ELOISE HIBBERD'S  
SNOW HILL MEADOWS SUBDIVISION  
(MILITARY SURVEY #1192)  
GREEN TOWNSHIP  
CLINTON COUNTY, OHIO  
1" = 100'

I hereby certify this to be a correct plot of a survey made by me on October 10, 1956.  
Maynard Barton  
Registered Surveyor No. 3966

Received by the Board of Commissioners of Clinton County, Ohio, January 14, 1957.

Ruby Reder  
Clerk

Approved by the Board of Commissioners of Clinton County, Ohio, January 14, 1957.

Ralph S. Horner  
Will H. Vest  
Arthur H. Fisher  
Clinton County Commissioners

1. All lots in this tract shall be known and described as residential lots, and shall be used exclusively for residence purposes.
2. There shall not be erected on any lot any building or structure whatever other than one private dwelling house, designed and intended for the occupancy of one family only, with garage and/or other outbuildings appurtenant thereto, all to be constructed in accordance with restrictions herein.
3. No residential tract or lot shall be resubdivided into smaller tracts or lots for the purpose of additional residences. Only one residence may be built or placed on any tract or lot.
4. If a one floor plan residence, or split-level plan residence is erected on any lot, same shall contain not less than one thousand (1000) square feet by outside measurement, exclusive of garage and/or breezeway.
5. Should a story and one-half, or two story residence be erected on any lot, the combined floor space of first and second floor shall not be less than one thousand one hundred (1,100) square feet, exclusive of garage and/or breezeway.
6. All houses and other structures placed upon any lot or tract must be of conventional design of the particular period when construction is proposed.
7. Any residence built upon any tract or lot herein shall be on a solid stone, brick, block, or concrete foundation. The exterior shall be covered with drop siding, wood or cement, stone, stucco, rock, or brick. No composition or asphalt shingle siding is permitted. All roofs shall be covered with wood, composition, or asphalt shingles. Rubberoid and roll roofing is not permitted. All frame exteriors shall be painted with at least two (2) coats of top quality paint. Any residence or building shall be fully completed within a period of one (1) year from the time of beginning.
8. Any outbuilding, garage, breezeway, or the like shall have the same quality finish and roof as that prescribed for residences in restrictions above. No such buildings can be made of unsightly material or boxes or similar lumber or building materials.
9. On a corner tract or lot any garage or other outbuilding shall not be less than twenty-five (25) feet from the side street line.
10. No trailer, basement, tent, shack, garage, barn, breezeway, or other outbuildings erected upon or moved upon any lot or tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
11. No dwelling house, garage, or other outbuilding shall be erected or placed on any said lot or tract unless and until the plans and specifications, and grades therefore shall have been approved in writing. All plans must be submitted to seller, or his agent, executor, administrator, assigns, or those at anytime owning the title in fee simple, or to a committee duly appointed by said seller, executor, administrator, assigns, or those at anytime owning the title in fee simple, for written approval. At any particular time, the one to whom said plans shall be referred, shall be made known by the seller or his broker. The one to whom said plans are referred shall use as ascertainable standards, this particular restriction, and the balance of the restrictions, herein, and shall further use reasonable rules of building, architecture and engineering. Complete copies of plot plans, grades, and complete house and outbuilding plans, specifications, and material lists are to be left with the seller or any of those entitled to same as above mentioned, for reference and possession.
12. This entire sub-division is subject to a certain electric line easement contained in Clinton County, Ohio, Deed Records, Volume 137 at Page 314. This said sub-division is also subject to a certain State of Ohio easement, for public highways, contained in the office of the Clinton County, Ohio, Recorder, in Highway Easement Volume 2 at Page 55.
13. No building, or any part thereof, shall be located nearer to the front set-back line or nearer to any side street line than said building set-back as shown on this recorded plat. All buildings, and parts thereof, erected for dwelling purposes, shall provide a total of not less than twenty (20) feet of side yard space. No portion of any building shall be erected closer than ten (10) feet to any lot line. Easements herein reserved to the seller, his heirs, representatives, and assigns, over, upon, and in the rear eight (8) feet of all said lots, and over, upon, and in a ten (10) foot strip along each side line of each tract or lot, as fully shown upon this plat, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone or any other utility lines or services and for the express privilege of removing any or all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

14. Until such time as a public water supply and a public sanitary sewerage system are available, each residence erected in this sub-division shall have a private water supply, and a private sewerage disposal system, the location and construction of which shall be approved by the proper health and sanitary authorities. No outside toilets are permitted at any time.
15. No portion of any lot or tract lying between the edge of any street and the building set back line as shown herein shall be used for any purpose other than that of a lawn, provided, however, this restriction shall not be construed to prohibit walks, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains, and similar ornamentations, but no vegetables or grains shall be grown or suffered to remain thereon. Further, no weeds, underbrush, or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.
16. No junk or rubbish shall be left exposed on any lot or tract except during actual building operations; 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 that they are not kept, bred, or maintained for any commercial purpose; no noxious or offensive trade shall be carried upon this land nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood; billboards will not be permitted on any lot or tract in this sub-division; signs not exceeding twenty-four (24) inches by thirty-six (36) inches shall be permitted on any lot in this sub-division. Save and except reasonable sign or signs to be maintained upon vacant lots by the seller or sub-divider, advertising building sites and homes.
17. The seller reserves the right to enter upon said premises for the purpose of cutting grass, removing debris, or filling in for any purpose to improve the appearance of said premises as it may deem necessary in the opinion of the seller until the land is conveyed in fee simple; reasonableness and the entire spirit of this general comprehensive plan to be the basis for the judgement of the seller.
18. The covenants and restrictions herein are to run with the land and shall be binding on all parties and persons claiming under them until January 1, one thousand nine hundred eighty-three (1983), at which time said covenants and restrictions are automatically extended for successive ten (10) year periods, unless by a vote of a majority of the property owners in this plat, these covenants and restrictions are amended or terminated. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said sub-division described herein, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violations.
19. Invalidity of any one of the covenants by judgement, or court order, shall in no wise affect any of the provisions which shall remain in full force.

We, the undersigned, Lloyd A. Hibberd and Eloise Hibberd, being all the owners and leaseholders of lands herein platted, do voluntarily consent to the execution of this said plat, and for its filing and recording as a part of the public records of Clinton County, Ohio.  
This plat shall be known and designated as Snow Hill Meadows Subdivision, a sub-division of lands in Green Township, Clinton County, Ohio.

Lloyd A. Hibberd  
Eloise Hibberd  
Walter C. Hornell  
Witnesses

On this 12th day of January 1957, before me a Notary Public, in and for Clinton County, Ohio, personally appeared Lloyd A. Hibberd and Eloise Hibberd, and each separately and severally acknowledged the execution of this plat as his or her free and voluntary act and deed for the uses and purposes therein expressed.  
In witness whereof I have hereunto set my hand and affixed my official seal on the day and date above written.

Maynard Barton  
Notary Public, Clinton County, Ohio  
My Commission Expires May 4, 1957.