

6-352

# BEECHWOLD SUB-DIVISION

SECTION 1 BLOCK #B7  
A SUBDIVISION OF 7.11 ACRES IN THE CITY OF WILMINGTON, CLINTON CO., O.

RECEIVED FOR RECORD

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We, the Undersigned, being all the Owners and Lienholders of lands herein platted, do voluntarily consent to the execution of the said plat and to Dedicate the streets as shown hereon to the Public Use forever.

Easements shown on this Plat are reserved for the use of Public Utilities for the installation of water, gas and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the Public Utilities.



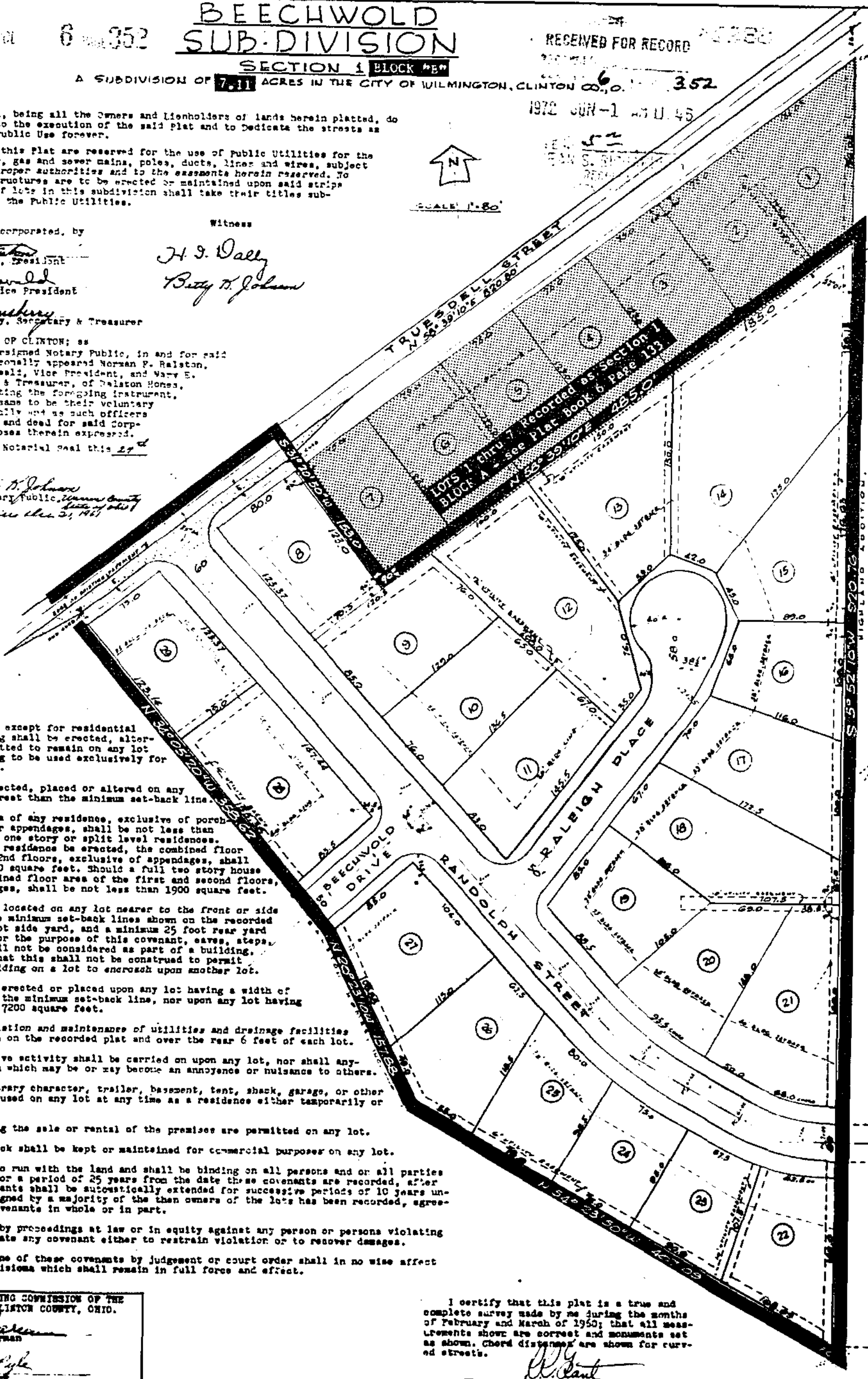
SCALE 1"=80'

Signed  
 Relston Homes, Incorporated, by  
*Norman F. Ralston*  
 Norman F. Ralston, President  
*John W. Oswald*  
 John W. Oswald, Vice President  
*Mary E. Stansberry*  
 Mary E. Stansberry, Secretary & Treasurer

Witness  
*H. J. Dally*  
*Betty K. Johnson*

STATE OF OHIO, COUNTY OF CLINTON; ss  
 Before me, the undersigned Notary Public, in and for said County and State, personally appeared Norman F. Ralston, President, John W. Oswald, Vice President, and Mary E. Stansberry, Secretary & Treasurer, of Relston Homes, the Corporation executing the foregoing instrument, and acknowledged the same to be their voluntary act and deed individually and as such officers and the corporate act and deed for said Corporation, for the purposes therein expressed.  
 Witness my Hand and Notarial Seal this 27 day of March 1960.

*Betty K. Johnson*  
 Notary Public, Clinton County  
 My Commission expires Dec. 31, 1961



- No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a dwelling to be used exclusively for residential purposes.
- No fence shall be erected, placed or altered on any lot nearer to any street than the minimum set-back line.
- The ground floor area of any residence, exclusive of porches, garages, or other appendages, shall be not less than 1000 square feet for one story or split level residences. Should a 1-1/2 story residence be erected, the combined floor area of the 1st and 2nd floors, exclusive of appendages, shall be not less than 1500 square feet. Should a full two story house be erected, the combined floor area of the first and second floors, exclusive of appendages, shall be not less than 1900 square feet.
- No building shall be located on any lot nearer to the front or side street lines than the minimum set-back lines shown on the recorded plat. A minimum 5 foot side yard, and a minimum 25 foot rear yard shall be provided. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building. provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- No dwelling shall be erected or placed upon any lot having a width of less than 60 feet at the minimum set-back line, nor upon any lot having an area of less than 7200 square feet.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 6 feet of each lot.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to others.
- No structure of temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- Only signs advertising the sale or rental of the premises are permitted on any lot.
- No animals or livestock shall be kept or maintained for commercial purposes on any lot.
- These covenants are to run with the land and shall be binding on all persons and on all parties claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WILMINGTON, CLINTON COUNTY, OHIO.  
*Dorothy Halcom*  
 Chairman  
*Jeanette Blythe*  
 Clerk  
 Date May 12, 1960

I certify that this plat is a true and complete survey made by me during the months of February and March of 1960; that all measurements shown are correct and monuments set as shown. Chord distances are shown for curved streets.  
*R. J. Sant*  
 Registered Civil Engineer & Surveyor  
 Wilmington, Ohio