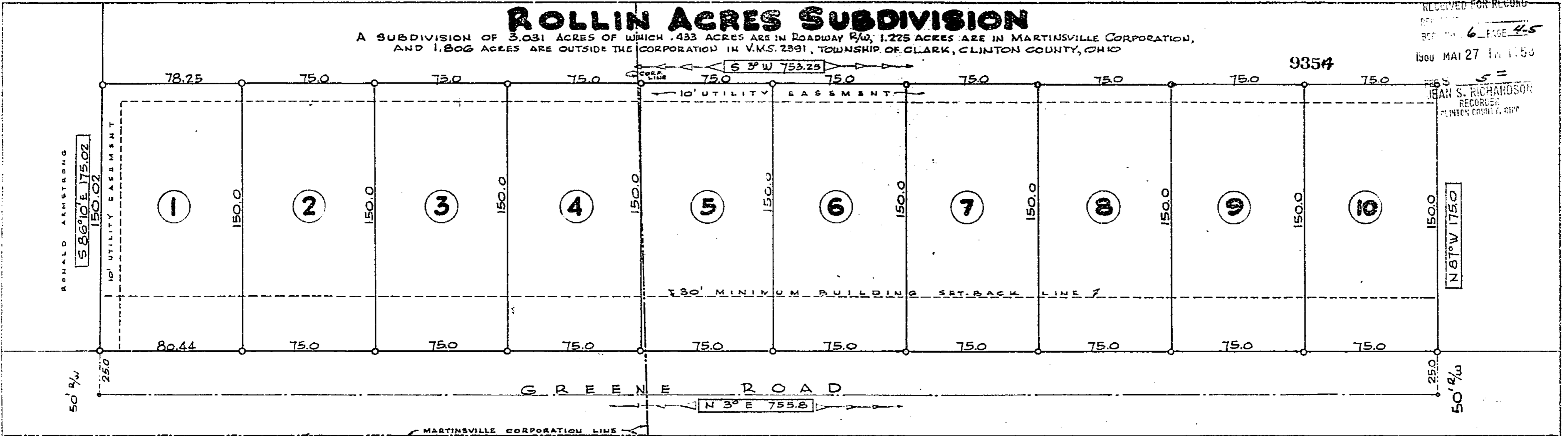


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1960 MAY 27 11:15 AM
JEAN S. RICHARDSON
RECORDER
CLINTON COUNTY, OHIO

DEDICATION

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 street 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.

Signed Hubert M. Morton Witness Emile Turigialta
Hubert M. Morton
Myrl L. Morton Rita Turigialta
Myrl L. Morton

STATE OF OHIO, COUNTY OF CLINTON, ss
Before me, the undersigned Notary Public, in and for said County and State, personally appeared Hubert M. Morton, husband, and Myrl L. Morton, his wife, and acknowledged the signing and execution of the foregoing plat to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have set my hand and affixed my Notarial Seal on the day of April, 1960.

Harry Moon
Notary Public, in and for Clinton County, Ohio
My commission expires Nov. 24th 1962

APPROVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF MARTINSVILLE, OHIO

Ed Smith Chairman
Mildred West Clerk

Date April 20-60

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS CLINTON COUNTY, OHIO

Will A. West
Arthur H. ...
James E. ...
Spitz ...

Date April 18, 1960

COVENANTS & RESTRICTIONS

1. 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 single family dwelling to be used exclusively for residential purposes.
2. No fence shall be erected, placed or altered on any lot nearer to the front property line than 25 feet.
3. The ground floor area of any residence, exclusive of porches, garages, or other appendages, shall be not less than 975 square feet for a one story or split-level residence, 900 square feet for a one and one-half story residence, or 800 square feet for a full two story residence.
4. No residence shall be erected on any lot nearer to the front property line than the minimum set-back line shown on the recorded Plat. A minimum 7 foot side yard, and a minimum 50 feet rear yard shall be provided. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the residence, provided, however, that this shall not be construed to permit any portion of a residence on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed upon any lot having a width of less than 75 feet at the minimum set-back line, nor upon any lot having an area of less than 11250 square feet.
6. Easements for installation and maintenance of utilities are reserved as shown on the recorded Plat.
7. 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.
8. 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.
9. Only signs advertising the sale or rental of the premises are permitted on any lot.
10. No animals or livestock shall be kept or maintained for commercial purposes on any lot.
11. These covenants are to run with the land and shall be binding on all persons and/or 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 same in whole or part.
12. 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.
13. Invalidation of any one of these covenants by judgement or court order shall in wise affect any of the other provisions which shall remain in full force and effect.

I HEREBY CERTIFY THAT DURING THE MONTH OF APRIL 1960, I MADE A VISIT TO THE PLAT SHOWED HEREON AND THAT THE DEGREE WAS MADE IN ACCORDANCE WITH THE FIELD NOTES ON SAID SURVEY.
Harry Moon
Notary Public, in and for Clinton County, Ohio