

FAIRLEA ESTATES - SECTION ONE

227166

PROTECTIVE COVENANTS AND RESTRICTIONS ~

numbered lots in this subdivision shall be known as single family, single  
 residential homesites. No tract shall be resubdivided into smaller  
 lots for additional residences.  
 residence building having less than twelve hundred (1200) square feet of  
 space shall be erected on any tract in this subdivision. All buildings shall be of  
 traditional design with the exterior surface seventy (70) percent brick or stone.  
 residences shall have an attached one (1) car garage, either directly attach-  
 ed by a connecting breezeway, and shall be of like design and material as  
 main residence.  
 buildings shall be placed back of building set-back lines as shown on the  
 plat (porches and bay windows excepted) and no nearer than ten (10) feet to  
 the property line. No fence shall be erected any nearer the road than the  
 rear set-back line unless same shall be a hedge or shrub growth not to exceed  
 (4) feet in height. No garden shall be planted any nearer the road than the set-  
 back line.  
 trailer, defense cabin, tent or shack is permitted on this land, nor is any base-  
 garage or other outbuilding at any time to be used as a temporary or  
 permanent residence.  
 until such time as a public water supply and sanitary sewerage system are  
 available, each dwelling erected in this subdivision shall have a well and a  
 septic disposal system, the location and construction of which shall be  
 approved by the proper health authorities. No outside toilets permitted.  
 noxious or offensive trade shall be carried on upon this land, nor shall  
 anything be done thereon which may be or become an annoyance to the  
 neighborhood. No business is permitted.  
 sod, earth, gravel, stone or trees shall be removed from any tract  
 sold or to the injury of the value or appearance of the tract.  
 unused building material, junk or rubbish shall be left exposed on  
 the tract except during actual building operations.  
 worn out or discarded automobiles, machinery or vehicles or parts  
 thereof shall be stored on any tract and no portion thereof shall be used  
 for automobile junk piles or the storage of any kind of junk or waste material.  
 poultry, pigs, cows, goats or horses may be kept on any tract.  
 plans, specifications and plot plan for all houses or structures shall be  
 submitted for their written approval to Thomas L. Bartley or his designated  
 agent before construction is started on any lot in this subdivision. If such  
 approval or disapproval is not received within thirty days of the  
 acknowledged receipt of such plans, said plans shall be automatically approv-  
 ed. Conventional framing shall be used throughout construction.  
 these covenants and restrictions are to run with the land and shall be binding  
 on all parties and all persons claiming under them until January 1, 1964 at which  
 time said covenants shall be automatically extended for successive periods of  
 (2) years. At any time these covenants may be amended by written consent  
 of a majority (60) per cent of the owners of tracts, each owner having one vote for  
 each separate tract owned by him.  
 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 development or  
 subdivision described herein to prosecute any proceedings at law or in equity  
 against the person or persons violating or attempting to violate such covenants  
 either to prevent him or them from so doing or to recover damages or  
 costs due for such violation.  
 no validation of any one of the covenants by judgement or court orders shall  
 in any wise affect any of the other provisions which shall remain in full force  
 and effect.

We, the undersigned, being all those owning any interest in the land described in  
 the within plat and all lienholders thereon do hereby voluntarily consent to the  
 execution of said plat into lots numbered 1 thru 17 inclusive, and do voluntarily  
 dedicate the streets and roads shown on said plat to the public use forever.  
 We, the owners of said real estate, further agree, covenant and bind ourselves  
 to the Greene County Commissioners that in consideration for their acceptance of  
 said plat and its approval by said commissioners, to grade and gravel all streets  
 as shown on said plat, 27 feet back to back of curbs, with approximately 8 inches  
 of gravel in two compacted courses of 4 inches each, and to provide an adequate  
 T-31 asphalt emulsion surface treatment course properly applied, to install all  
 necessary water drainage to the specifications of the Greene County Engineer;  
 further to provide the necessary sanitary drainage in accordance with County  
 and state regulations, and that none shall drain on to any street right-of-way, and  
 we covenant and hold ourselves personally obligated for completion of the above  
 specified construction and duties on our part to be performed by the  
 day of February, 1964.

Utility easements are for the construction, operation, maintenance, repair, replace-  
 ment or removal of water, sewer, gas, electric, telephone or 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.

Signed and acknowledged  
 in the presence of:  
 \_\_\_\_\_  
 David L. Puckroff  
 \_\_\_\_\_  
 Lou Puckroff  
 \_\_\_\_\_  
 David Puckroff

Thomas L. Bartley  
 Thomas L. Bartley Owner  
 Helen M. Bartley  
 Helen M. Bartley Owner  
 Perry Pottle  
 Perry Pottle Mortgagee  
 Alma Marie Pottle  
 Alma Marie Pottle Mortgagee

State of Ohio, County of Greene, s.s.  
 Be it remembered, that on this 22 day of Feb, 1964, before me, the  
 undersigned, a Notary Public in and for said county and state, personally  
 came Thomas L. Bartley and Helen M. Bartley, as owners and Perry Pottle  
 and Alma Marie Pottle, as Mortgagee, to me known, and acknowledged the  
 signing and execution of the within plat to be their voluntary act and deed.  
 In testimony whereof, I have hereunto set my hand and notary seal on  
 the day and date above written.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires Nov 22 1966

State of Ohio, County of Greene, s.s.  
 Thomas L. Bartley, being duly sworn, says that all persons and corporations  
 to the best of his knowledge, interested in this dedication, either as owners or  
 lienholders, have united in its execution.

\_\_\_\_\_  
 Thomas L. Bartley

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

\_\_\_\_\_  
 Notary Public  
 My Commission Expires Nov 22 1966

We hereby approve and accept this plat and  
 recommend that the same be recorded subject  
 to the above agreement.  
 Signed this 4 day of Feb, 1964.

Accepted by the Greene County  
 Commissioners this 9  
 day of March, 1964.

Board of Greene  
 County Planning  
 Commission

\_\_\_\_\_  
 Arthur Babcock  
 \_\_\_\_\_  
 Perry Pottle

REC'D MAR 9 1964  
 INDEXED MAR 9 1964  
 BOOK 10, Pages 52 & 53  
 \$5.00  
 Enoch O. Beatty  
 Greene County Recorder

Transferred on the 9 day of MARCH, 1964.

Richard C. Dabney  
 GREENE COUNTY AUDITOR

RICHARD C. DABNEY  
 GREENE CO. AUDITOR

E.G.W. # 5188

1968