

## ~ PROTECTIVE COVENANTS AND RESTRICTIONS ~

1. All numbered lots in this subdivision shall be known as single family, single residence residential homesites. No tract shall be resubdivided into smaller tracts for additional residences.
2. No residence building having less than twelve hundred fifty (1250) square feet of floor space shall be erected on any tract in this subdivision. All buildings shall be of conventional design.
3. All residences shall have an attached garage, for not more than three (3) cars, either directly attached or by a connecting breezeway, and shall be of like design and material as the main residence. No dwelling is to exceed two (2) stories in height.
4. All buildings shall be placed back of building set-back lines as shown on the within plat (porches and bay windows excepted) and no nearer than ten (10) feet to any side lot line. No fence shall be erected any nearer the road than the building set-back line unless same shall be a hedge or shrub growth not to exceed three (3) feet in height. No garden shall be planted any nearer the road than the building set-back line.
5. No trailer, defense cabin, tent 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. 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 to the neighborhood. No business is permitted.
7. No sod, earth, 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.
8. No unused building material, junk or rubbish shall be left exposed on any tract except during actual building operations.
9. No 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.
10. 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 purposes.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designated for the natural flow of surface water shall at all times be kept free from any obstructions to the natural flow of surface water, and any improvements made on or under an easement by the property owner are at the risk of the property owner.
12. 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, 1993, 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) percent of the owners of tracts, each owner having one vote for each separate tract owned by him.
13. 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation.
14. Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
15. 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 the construction and sales period.
16. Easements for surface water drainage are reserved over the rear ten (10) feet of each lot.

We, the undersigned, being all those owning any interest in the land described in the within plat and all lienholders hereon do hereby voluntarily consent to the execution of said plat into lots numbered 53 thru 142 inclusive, and do voluntarily dedicate the streets, sanitary and water lines in 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 10 inches of gravel in two compacted courses of 5 inches each, and to provide an adequate T-31 asphaltic emulsion surface treatment course properly applied, to install all necessary water drainage in compliance with Greene County Subdivision Regulations; further to provide the necessary sanitary and water lines in compliance 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 \_\_\_\_\_, 1972.

Utility easements are for the construction, operation, maintenance, repair, replacement 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:

MS NAB, INC.

Richard S. Rutmann  
WITNESS

Richard S. Rutmann  
Richard S. Rutmann President

Burman G. Copher  
WITNESS

Burman G. Copher  
Burman G. Copher Vice-President

State of Ohio, County of Montgomery, ss.

Be it remembered, that on this 2<sup>nd</sup> day of \_\_\_\_\_, 1972, before me, the undersigned, a Notary Public in and for said county and state, personally came MS NAB, Inc. by Richard S. Rutmann, its president, and Burman G. Copher, its vice-president, 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 in and for Montgomery County, Ohio  
My Commission Expires: \_\_\_\_\_ 16, 1977

State of Ohio, County of Montgomery, ss.

Richard S. Rutmann, 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.

Richard S. Rutmann

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

Notary Public in and for Montgomery County,  
Ohio My Commission Expires: \_\_\_\_\_