

RECORD PLAN
SUMMERFIELD-SECTION ONE

DEDICATION OF OFFSITE SANITARY SEWER, WATER MAIN, STORM SEWER & UTILITY EASEMENT

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We the undersigned, being all the owners do hereby dedicate the offsite water main, sanitary sewer, storm sewer and utility easements as shown on the within plat to the public use forever.

PROTECTIVE COVENANTS & RESTRICTIONS:

- All lots in the subdivision shall be known and described as residential lots, excepting Lots 10A & 10B. (See Covenant No. 11)
- No trailer, basement, tent, shack, garage, barn or other out-building 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.
- No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- No building shall be located nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.
- 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 purposes.
- No sign or billboard shall be erected on any lot in this subdivision except a professional sign of not more than one (1) square foot, "For Sale" or "For Rent" signs and advertising signs during the construction period.
- Drainage channels, swales and slopes in this subdivision have been established for the conveyance of surface drainage to the public streets or storm sewers and shall be maintained continuously for such purposes by the lot owners. No materials shall be removed from or placed upon any lot which obstructs, retards or changes the direction of flow of water through these drainage channels, swales or slopes.
- No lot shall be used as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. Equipment for the storage of such material shall be kept in a clean and sanitary condition.
- These covenants and restrictions are for the benefit of all lot owners and are to run with the land and shall be binding on all parties and all persons claiming under them until August 30, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
- These covenants and restrictions shall be enforceable by injunction and otherwise by the grantor, its successors and assigns. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- Houses on lots 1 thru 9 shall face interior streets and not Orange Hall Road and no vehicular access shall be permitted from these lots to Orange Hall Road.
- Owners of lots 9 & 10 shall be responsible for mowing and normal yard maintenance of the storm drainage easement area within their respective lots. No structures shall be permitted within said easement area, which shall be used as green space only.
The City of Beavercreek shall be responsible for the maintenance and repair of storm sewers and detention pond facilities (except mowing & normal yard maintenance) within said storm drainage easement area on lots 9 & 10.

DEDICATION

We the undersigned, being all the owners of lands herein platted, do hereby voluntarily consent to the execution of said plat and dedicate the streets, sanitary sewers, water mains, and storm sewers to the public use forever. Streets and easements shown on the plat are for the construction, operation, maintenance, repair, replacement, or removal of water, gas, sewer, electric, telephone or other utility mains, lines or services, public or privately owned, to the free use of said utilities, and for providing of ingress and egress to the property for said purposes, and are to be maintained as such forever.

OWNER

Edward Rose Homes, Inc.

Witness

Witness

Ronald Parsons, President

STATE OF OHIO, COUNTY OF MONTGOMERY SS.

Be it remembered that on this 12 day of January 19 19 , before me the undersigned, a Notary Public in and for said County and state, personally came Edward Rose Homes, Inc. by Ronald Parsons, its 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

DATE: 19 19

STATE OF OHIO, COUNTY OF MONTGOMERY SS.

Ronald Parsons, 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.

Ronald Parsons

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

Notary Public

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MIAMI ASSOCIATES
ENGINEERS & SURVEYORS
14 W. FIRST ST., DAYTON, OHIO

DRWN. R.H.	CHKD. R.D.A.
DATE: 8/30/15	JOB NO: M.A. 83-327