

1. Type of dwelling; use

Said real estate shall be used exclusively for single family, private dwelling house purposes and no such house shall be erected, placed or suffered to remain upon said premises being more than one and one-half (1½) stories in height, nor shall more than one (1) dwelling house be erected, placed or suffered to remain upon any building plot, which plot has an area of less than the area as shown on the recorded plat.

2. Minimum cost of building

No such dwelling shall be erected, placed or suffered to remain upon said premises of a cost of less than Fourteen Thousand and no/100 Dollars (\$14,000.00) based on the United States Department of Commerce Index of Building Cost for the year 1964.

3. Use of front lawn area

No portion of the within-described premises nearer to any highway than the building lines as hereinbefore fixed, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains and similar ornamentations for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion of the premises and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

4. Accessory buildings

No barn, shed, shop, or other outbuilding shall be erected, placed or suffered to remain upon the premises, except private automobile garages and except temporary warehouses, sheds, shops or other temporary buildings used by grantor or grantee, their respective successors, heirs, personal representatives and assigns, in connection with the improvement of the premises by installation of sewer or water lines, streets, sidewalks and other similar improvements or in connection with the erection of residences on the premises or used in connection with the construction of residences by grantor or by grantee, their successors or assigns, on any other premises in the vicinity.

5. Type of residence restricted

No place of public entertainment, apartment house, flat, boarding house nor building designated for the residence of more than one (1) family, and no hotel, tavern, dance hall or other resort shall be established, conducted, maintained or suffered to remain upon said premises.

6. Sale of liquor

No spirituous, vinous, or fermented liquors shall be manufactured or sold either at wholesale, or retail upon said premises.

7. Nuisances or advertising prohibited

No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. This provision shall not be construed to prevent the grantor or grantee, their respective successors and assigns, from maintaining on the premises an advertising sign or device relating to the sale or rental of the above-described premises.

8. Fence or wall restrictions

No fence or wall of any kind for any purpose shall be erected, placed or suffered to remain upon said premises nearer to any highway than the building lines hereinbefore established, except fences erected for ornamental purposes only and for which ornamental fences written approval or consent of grantor, or its designee, shall have first been obtained. No fence or wall herein permitted to be erected shall be more than five (5) feet in height.

9. Easements reserved in grantor

Grantor expressly reserves easements and rights of way in, over, under and across the rear five (5) feet of each lot in the subdivision for the installation and maintenance of telephone and electric poles lines or conduits, and/or sewers, swales and conduits for storm water and sanitary purposes, gas and/or water mains, or for any other similar facility or utility deemed convenient or necessary by grantor, or its designee, for the service of the premises hereby conveyed and for adjoining and adjacent property. Grantor hereby reserves easements and rights of way in, over, under and across a strip of land three (3) feet wide parallel to and adjacent to the side line of each lot in the subdivision for the installation and maintenance of electric pole lines or conduits and wires for the purpose of providing street lighting on any and all streets adjacent to any of the premises herein conveyed, and for the installation and maintenance of sewers, swales and conduits for storm water and sanitary purposes. Grantor hereby reserves the right to assign the use of any or all of said easements and rights of way to any person, firm or corporation furnishing any one (1) or more of the aforesaid facilities or utilities. Nothing herein contained shall obligate grantor to install or furnish any of the aforesaid facilities, utilities or services.

10. Installation of improvements

Grantor expressly reserves to and for itself and its designee the sole and exclusive right to petition the proper authorities for any and all street improvements and without intending to limit the generality of the foregoing, specifically to petition for grading, seeding, tree planting, sidewalks, paving, sewer and water installations, whether it be on the surface or subsurface, which in the sole opinion of the grantor are necessary or desirable in the subdivision of which the premises hereby conveyed are a part; and the grantee agrees to and does hereby consent to and affirm any agreements that may be entered into between the grantor and any public authorities with respect to the installation of said improvements; and the grantee hereby waives all notice with reference to said petitions, and hereby consents to all other acts and things that may be necessary in the matter and hereby authorized and agrees to affirm and ratify all such agreements and acts on the part of the grantor in regard thereto.

11. Grade of land

Grantor also expressly reserves to and for itself, or its designee, the sole and exclusive right to establish grades, slopes and swales on the land hereby conveyed and to fix the grade at which any dwelling shall be hereafter erected or placed thereon, so that the same may conform to a general plan, subject also, however, to local building code restrictions.

12. Violation of covenants.

If the grantee, or its successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant and either or prevent it or them from so doing, or to recover damages or other dues for such violation.

13. Term of covenants

The herein enumerated restrictions, rights reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the grantee, its successors and assigns, until the 1st day of January, 1990 at which time said covenants shall be automatically extended for successive periods of twenty (20) years, unless by a vote of a majority of the then owners of the lots in said subdivision no. one (1) it is agreed to change said covenants in whole or in part.

14. Incorporation into deed

The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises above described.

~~15. Designee defined~~

~~The word "designee" as used in the foregoing restrictions shall mean any person~~

15. Designee defined

The word "designee" as used in the foregoing restrictions shall mean any person, firm, or corporation expressly designated and nominated by grantor to act for it, or any successor of grantor who becomes such either by voluntary transfer and conveyance, or by operation of law. If grantor shall be out of existence or cease to function, any designee may designate or nominate a substitute or successor designee.

# FULLVIEW HTS. SUBDIVISION, UNIT I

Part of Lease Lot No. 1 & 3, Section 30, Township 8, Range 14 Ohio University Leasehold Land  
Alexander Township, Athens County, Ohio  
For Glen R. Burt

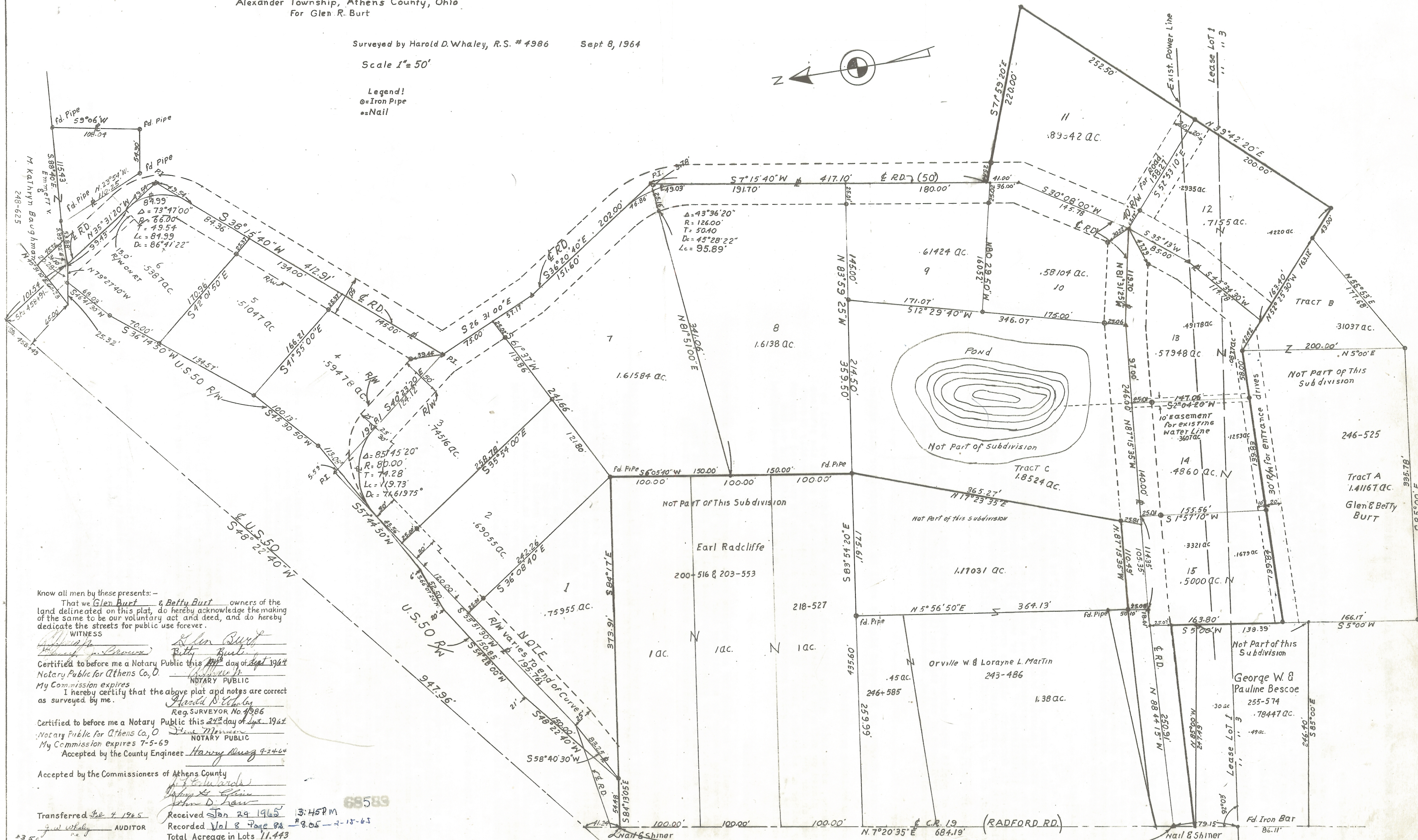
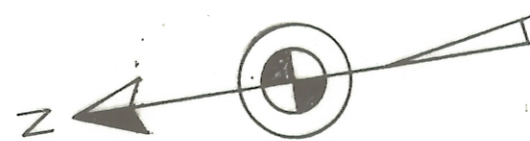
ENVELOPE: 378B

FULLVIEW HEIGHTS SUBDIVISION  
UNIT 1 -  
SECTION 30  
ALEXANDER TWP

Surveyed by Harold D. Whaley, R.S. # 4986 Sept 8, 1964

Scale 1" = 50'

Legend!  
o=Iron Pipe  
•=Nail



Know all men by these presents:-

That we Glen Burt & Betty Burt owners of the land delineated on this plat, do hereby acknowledge the making of the same to be our voluntary act and deed, and do hereby dedicate the streets for public use forever.

WITNESS

Glen Burt  
Betty Burt

Certified to before me a Notary Public this 11th day of Sept 1964

Notary Public for Athens Co., O. Harold D. Whaley

My Commission expires \_\_\_\_\_ NOTARY PUBLIC

I hereby certify that the above plat and notes are correct as surveyed by me.

Harold D. Whaley  
Reg. SURVEYOR No 4986

Certified to before me a Notary Public this 24th day of Sept 1964

Notary Public for Athens Co., O. Harold D. Whaley

My Commission expires 7-5-69 NOTARY PUBLIC

Accepted by the County Engineer Harvey Hugg 9-24-64

Accepted by the Commissioners of Athens County

John D. Hain

Transferred Feb 4 1965

John D. Hain AUDITOR

Received Jan 29 1965 3:45 PM

Recorded Vol 8 Page 88 #805-2-15-65

Total Acreage in Lots 11.443

Total Acreage in Streets 3.633

Book Record of Athens County, Ohio  
Ref. Volume 207 Page 215

68583

Nail & Shiner

(RADFORD RD)

Nail & Shiner

Fd. Iron Bar

86.11'