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As a further consideration for this conveyance and in consideration of the incorporation of like covenants in any and all conveyance of other lots in LaMar Heights Second Addition, the grantees herein, for the benefit of themselves, their heirs, executors, administrators and assigns, hereby covenant and agree to and with the grantors, their heirs, executors, administrators and assigns, for the use and benefit of said grantors, their heirs, executors, administrators and assigns and of every other person who shall become the owner of, or have any title derived immediately or remotely from, through or under the said grantors, their heirs, executors, administrators or assigns that this conveyance is subject to the following restrictions, rights and reservations hereinafter set forth, and shall be made a part of all deeds, and other conveyances, of said premises.

1. All of the land included in said tract, except as hereinafter expressly provided, shall be used exclusively and solely for private residence purposes only.

2. No building or buildings of any kind whatsoever shall be erected or maintained thereon, except dwelling houses and only one such house shall be erected on any premises and private garages for the sole use of the owners of occupants of the dwelling houses to which they are each necessary.

3. No single lot shall be subdivided; however, this restriction shall not be construed to prevent any owner of two or more adjacent lots from building in such a manner to utilize one or more lots as grounds for this single dwelling.

4. No building or residence or other improvement shall be moved from other locations on to any part of these premises without the consent of grantors herein.

5. Said premises shall not be used for storing wrecked, junked or permanently disabled automobiles, or any other wrecked or junked articles or for storing anything that would tend to make the property unsightly.

6. No residence shall be constructed in said subdivision which shall contain less than 1200 square feet of livable space, exclusive of basement, garage and attic, and said residence shall not be nearer than twelve (12) feet to the adjoining lot lines, and set back from the curb line twenty-five (25) feet.

7. This property is conveyed with the express condition that it shall not be used for mercantile business or manufacturing purposes; that no nuisance, advertising sign, bill board or other advertising device shall be erected, placed or suffered to remain on said premises, except with the consent and approval of LaMar Heights Second Addition Board hereinafter designated, nor shall the premises be used in any way or any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land.

8. No spirituous, vinous or fermented liquors shall be manufactured or sold either at wholesale or retail upon said premises. No privy shall be maintained, placed or suffered to remain upon said premises.

9. These premises shall not be used for housing, feeding, corralling or harboring goats, swine, chickens or other fowl or livestock of any kind.

10. There shall not be erected, constructed, suffered, permitted, used, operated or maintained on said tract any nuisance of any character. If any nuisance of any character, whether or not hereinafter specified, shall at any time be erected, constructed, used, operated or maintained on any of said premises, such nuisance shall be forthwith abated upon notice or demand therefor from the Grantors or from any one of more of the present or future owners, of any premises in said tract. Upon failure so to immediately abate said nuisance, the grantors, or said owner or owners may summarily abate such nuisance, using such force as may be necessary therefor, and the Grantors or said owner or owners shall not in any way be liable for any damage in law or equity, but shall be paid by, and may recover from, the owner of the land upon which such nuisance was committed, all costs and expenses incurred or expended in abating the same. Any stable, cattle or fowl yard, hog pen, cesspool, catch basin or other receptacle for collection or storage of liquid or other waste matter shall be conclusively deemed to be a nuisance except the following: (a) cisterns for rain water; (b) tanks for the underground storage of oil or gas; (c) tanks for the disposal of sewage, constructed according to requirements of The Ohio State Department of Health, but no outside or detached privies shall be maintained on any lot in any case. Any plant, manufacturing shop, works, store, establishment or structure for the purpose of carrying on any trade or business whatsoever, shall be conclusively deemed to be a nuisance. Any hogs, cattle or other livestock maintained on said tract shall be conclusively deemed a nuisance. All improved premises in said tract shall be kept free and clean from unsightly or obnoxious weeds and grass, and no board or other fences or hedges shall be permitted on any of said premises, excepting ornamental fences and hedges, the design of which has been approved by the LaMar Heights Second Addition Board, hereinafter designated. The determination, by the LaMar Heights Second Addition Board, as to what constitutes a nuisance within the meaning of this restriction, shall be conclusive and binding, and no owner of any tract of land in said tract, or any other persons, shall be entitled to an injunction to prevent the LaMar Heights Second Addition Board from determining whether or not a breach of this restriction has occurred or to enjoin the abatement thereof. Nothing hereinbefore contained shall in any manner be deemed a limitation upon said right of the LaMar Heights Second Addition Board to determine what constitutes a nuisance within the meaning of this restriction.

11. The LaMar Heights Second Addition Board, shall consist of three or more persons, appointed by the grantors who shall serve at the pleasure of said grantors until such time as the grantors shall call an election at which time a new LaMar Heights Second Addition Board will be elected by the owners of all the lots in said LaMar Heights Second Addition, each owner to have as many votes as he has lots and a majority shall control, which said LaMar Heights Second Addition Board shall serve at the pleasure of a majority of the owners voting as set out herein.

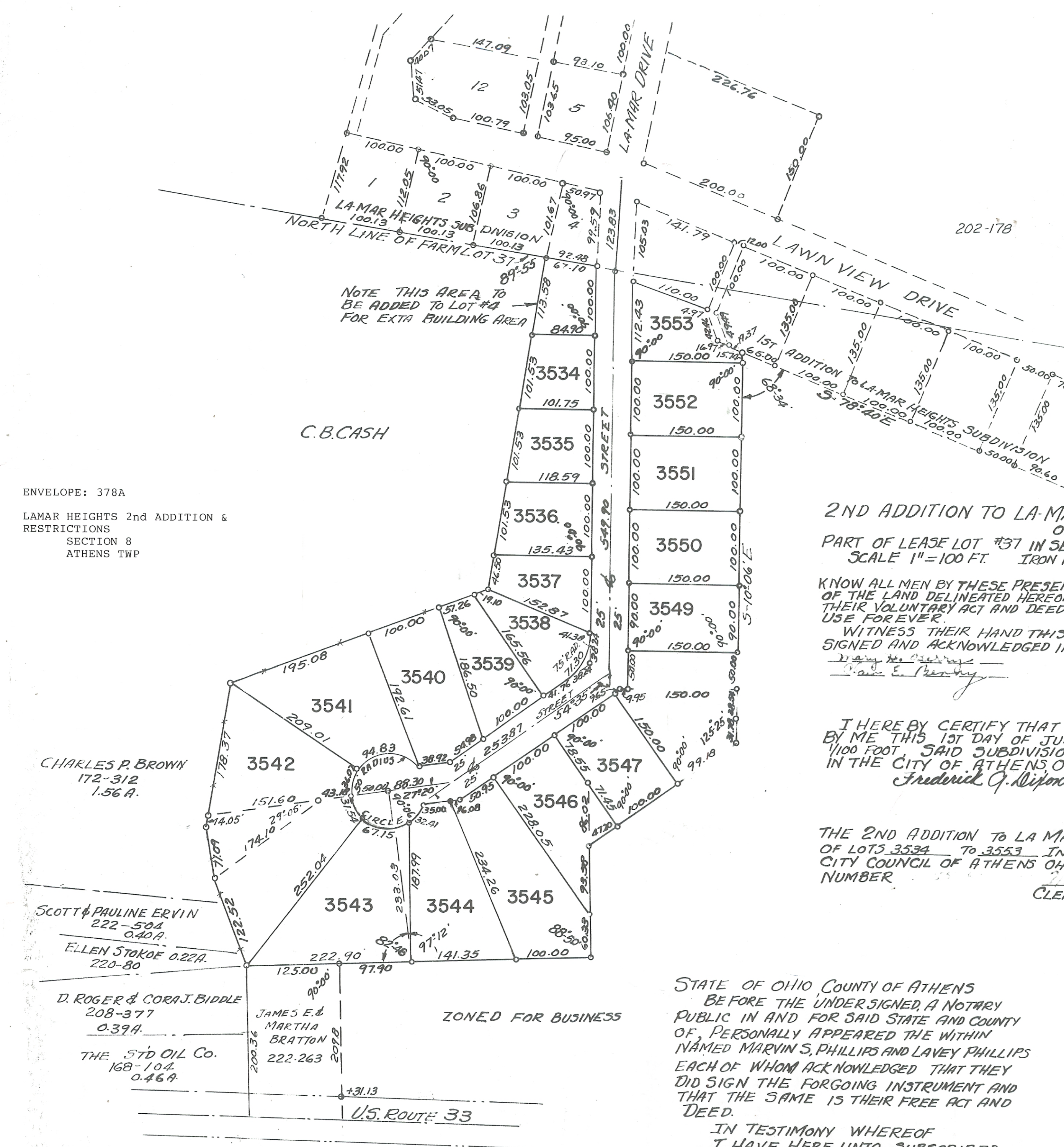
12. Each owner at the time of construction of the residence on said lot shall provide parking space for all cars of the owner either by garage, carport or other space, so that cars will not be parked on the main drive or any other street in said subdivision.

13. Easements and rights-of-way are hereby expressly reserved by the grantors herein, in, upon and over each lot for the following purposes: For the construction and maintenance of poles, wires, conduits and the necessary or proper attachments in connection therewith for the transmission of electricity or other power and for telephone and other purposes; for the construction and maintenance of storm-water drains, land drains, public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method approved by the LaMar Heights Second Addition Board.

Drives and lanes are to be used for public utilities and drainage. Natural ravines are not to be obstructed and are to be used as common drainage for lots abutting and adjacent to them.

14. The restrictions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the grantors or the present or future owner of any land included in said tract, their respective legal representative, heirs, successors and assigns, and failure by the grantors or any land owner, however long continued, to object to any violation of, or to enforce any restriction or restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

15. Whenever the context requires it, the provisions hereof shall apply to either corporation, partnerships or individuals, to men or women, to the singular or plural and these changes shall, in all cases, be assumed as though in each case fully expressed.



ENVELOPE: 378A
 LAMAR HEIGHTS 2nd ADDITION &
 RESTRICTIONS
 SECTION 8
 ATHENS TWP

AREA IN LOTS	
LOT NO	ACRES
N.W. Cor. Lot	0.18484
3534	0.21424
3535	0.25291
3536	0.29157
3537	0.23638
3538	0.24573
3539	0.29975
3540	0.42942
3541	0.45920
3542	1.02015
3543	0.62573
3544	0.49934
3545	0.55869
3546	0.39165
3547	0.34435
3549	0.30992
3550	0.34435
3551	0.34435
3552	0.34435
3553	0.24795
LOT AREA	7.59474
STREET	1.13787
TOTAL	8.73261

2ND ADDITION TO LA-MAR HEIGHTS SUBDIVISION
 OF
 PART OF LEASE LOT #37 IN SEC. 8, TOWN No. 9, RANGE No. 14, O.C.P., ATHENS TWP, ATHENS CO., OHIO.
 SCALE 1"=100 FT. IRON PINS SHOWN

KNOW ALL MEN BY THESE PRESENTS THAT MARVIN S. PHILLIPS AND LAVEY PHILLIPS, HIS WIFE OWNERS OF THE LAND DELINEATED HEREON DO HEREBY ACKNOWLEDGE THE MAKING OF THE SAME TO BE THEIR VOLUNTARY ACT AND DEED AND THEY DO HEREBY DEDICATE THE STREET FOR PUBLIC USE FOREVER.
 WITNESS THEIR HAND THIS 4th DAY OF JUNE 1964
 SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF
 Marvin S. Phillips
 Lavey Phillips

I HEREBY CERTIFY THAT THIS PLAT IS CORRECT AS SURVEYED AND PLATTED BY ME THIS 1ST DAY OF JUNE 1964. ALL DISTANCES ARE CHAINED TO NEAREST 1/100 FOOT SAID SUBDIVISION TO MEET THE REQUIREMENTS FOR SUBDIVISIONS IN THE CITY OF ATHENS, OHIO.
 Frederick J. Nixon REG. ENGR. #9786
 SURVEYOR #3080

THE 2ND ADDITION TO LA MAR HEIGHTS SUBDIVISION CONSISTING OF LOTS 3534 TO 3553 INCLUSIVE WAS ACCEPTED BY THE CITY COUNCIL OF ATHENS OHIO ON 1964, BY ORDINANCE NUMBER
 CLERK OF ATHENS CITY COUNCIL

APPROVED BY
 CITY ENGINEER
 PRESIDENT PLANNING COMMISSION

TRANSFERRED Oct 8, 1964
 COUNTY AUDITOR, ATHENS Co, OHIO
 RECEIVED FOR RECORD NOV 11 1964 9:20 AM
 RECORDED IN VOL. PAGE
 COUNTY RECORDER, ATHENS Co, OHIO

STATE OF OHIO COUNTY OF ATHENS
 BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY OF, PERSONALLY APPEARED THE WITHIN NAMED MARVIN S. PHILLIPS AND LAVEY PHILLIPS EACH OF WHOM ACKNOWLEDGED THAT THEY DID SIGN THE FORGOING INSTRUMENT AND THAT THE SAME IS THEIR FREE ACT AND DEED.
 IN TESTIMONY WHEREOF I HAVE HERE UNTO SUBSCRIBED MY NAME AND AFFIXED MY NOTARIAL SEAL THIS 4th DAY OF JUNE AD, 1964.
 NOTARY PUBLIC

CHARLES P. BROWN
 172-312
 1.56 A.

SCOTT & PAULINE ERVIN
 222-504
 0.40 A.

ELLEN STOKOE 0.22 A.
 220-80

D. ROGER & CORA J. BIDDLE
 208-377
 0.39 A.

THE STD OIL Co.
 168-104
 0.46 A.

JAMES E. & MARTHA BRATTON
 222-263
 207 B

ZONED FOR BUSINESS