

RESTRICTIONS OF PARK HILL ADDITION TO THE CITY OF ATHENS, OHIO

As a part consideration for the conveyance of any and all lots in Park Hill Addition to the City of Athens, Ohio, by the acceptance of any deed of conveyance, the grantee or grantees in such deed of conveyance, 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 any conveyance is subject to the following restrictions, rights and reservations hereinafter set forth, and shall, by incorporation and reference hereto, be made a part of all deeds and other conveyances of said premises as if fully re-written therein.

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 or 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 as to utilize one or more lots as grounds for his 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 the grantors herein.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
6. 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.
7. Any one-story residence constructed in said subdivision shall contain a minimum of not less than 1100 square feet of livable floor space. Any one and one-half or two-story residence constructed in said subdivision shall contain not less than 1300 square feet of livable floor space with a minimum of 900 square feet of livable area on the first floor and a minimum of 400 square feet of livable area on the second floor, exclusive of basement, garage and attic.
8. 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, billboard or other advertising device shall be erected, placed or suffered to remain on said premises except with the consent and approval of the Park Hill Board, hereinafter designated, 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.
9. 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.
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 that they are not kept, bred or maintained for any commercial purpose.
11. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-backs shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.
12. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than 10 feet to the rear lot line.
13. 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 Park Hill Board or from any one or more of the present or future owner 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 Park Hill Board 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 or owners of the land upon which said 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 the 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 a nuisance. Any hogs, cattle or other livestock maintained on said tract shall be conclusively or obnoxious a nuisance. All improved premises in said tract shall be kept free and clear 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 Park Hill Board, hereinafter designated. The determination, by the Park Hill 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 Park Hill Board from determining whether or not a breach of this restriction has occurred or to enjoin the abatement thereof. Nothing heretofore contained shall in any manner be deemed a limitation upon said right of the Park Hill Board to determine what constitutes a nuisance within the meaning of this restriction.
14. The Park Hill 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 grantees shall call an election at which time a new board will be elected by the owners of all the lots in said Park Hill Addition, each owner to have as many votes as he has lots and a majority shall control, which said Board shall serve at the pleasure of a majority of the owners voting as set out herein.
15. Each owner at the time of construction of the residence on said 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 any street in said subdivision.
16. 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 and private sewers, pipe lines for supply of gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method approved by the Park Hill Board.
17. 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.
18. Whenever the context requires it, the provisions hereof shall apply to either corporations, 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.
19. All conveyances in this Addition are made subject to easements granted to public utilities for the construction of power and telephone lines and poles in said subdivision as recorded in Volume 241, page 183 Athens County Deed Records, and as shown on the recorded plat of said subdivision in Volume 8, Page 33 Athens County Plat Records.

By the filing and recording hereof, this instrument is hereby made and becomes a part of the Plat of Park Hill Addition to the City of Athens, Ohio, as the same is recorded in Book 8, Page 33, Records of Athens County, Ohio. IN WITNESS WHEREOF, the owners and dedicators of said Park Hill Addition, and their respective wives, have hereunto set their hands, this 30th day of July, 1962.

Signed and acknowledged in the presence of:
 Catherine Phillips 1. s/Dwight H. Rutherford
 Wm. Parker Walker Dwight H. Rutherford
 (Witnesses as to 1, 2, 3, & 4) 3
 Donald M. Dicks 2. s/Rose D. Rutherford
 Carlisle A. Windsor Rose D. Rutherford
 (Witnesses as to 5 and 6)

3. s/ P. F. Good
 P. F. Good
 4. s/ Theodora L. Good
 Theodora L. Good
 5. s/ Fred H. Johnson
 Fred H. Johnson
 6. s/ Elizabeth E. Johnson (son
 Elizabeth E. Johnson

STATE OF OHIO, ATHENS COUNTY, s.s.:
 Before me, a Notary Public in and for said County, personally appeared the above named Dwight H. Rutherford and Rose D. Rutherford, husband and wife; and P. F. Good and Theodora L. Good, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Athens, Ohio, this 30th day of July, A.D., 1962.
 WM. PARKER WALKER
 Notary Public (SEAL)

My commission expires Aug. 31, 1962.

STATE OF OHIO, FRANKLIN COUNTY, s.s.:
 Before me, a Notary Public in and for said County, personally appeared the above named Fred H. Johnson and Elizabeth E. Johnson, husband and wife who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 17 day of July, A.D., 1962.
 DONALD M. DICKS
 Notary Public (SEAL)

My comm. exp. 11/7/62
 No. 58619
 Received July 31, 1962 - 9:45 A.M.
 Recorded August 2, 1962
 Vol. 8, Page 34 Plat Records, Athens County, Ohio
 Fee: \$ 4.00

Attest: CLAUDIS E. CHAPPEL,
 Recorder
 Athens County, Ohio

ENVELOPE 3644-A
 PARK HILL RESTRICTIONS
 ATHENS