

RESTRICTIONS - Parkview Subdivision, Holmes County, Ohio

The Warranty Deed from Seller (Grantor) to Purchaser (Grantee) shall contain the following restrictive covenants:

- Said premises shall be used solely and exclusively for single-family residence purposes only.
- There shall be erected no multiple-dwelling type buildings, nor shall any single-family type residence be thereafter remodeled into a dwelling containing two or more apartments. Upon each lot there shall be erected no more than one such single-family residence. Grantees accept notice that the premises herein conveyed are a part of an allotment, other lots in which are subject to similar restrictive covenants in a general plan to maintain residential standards of all the lots.
- Each single family residence dwelling house constructed shall occupy a minimum of 900 square feet upon said lot.
- No part of such dwelling house shall be erected, placed or suffered to remain on said premises within 40 feet of the street or highway on which said premises front, nor 30 feet on side streets, nor within 6 feet of either side line of said premises.
- No barn or stable and/or no billboard, sign, or advertising devise of any kind other than a "for sale" sign, shall be erected, placed or suffered to remain on said premises.
- No garage or carport shall be erected, placed or suffered to remain on said premises within 40 feet of the street or highway on which said premises front, nor 30 feet on side street, without the written consent of the owner thereof, within 6 feet of the side line of any contiguous premises. The garage or carport constructed on said premises shall be constructed of the same material as the house to which it belongs and shall be attached to the main structure located upon said premises.
- Each lot shall have constructed thereon a driveway leading from the street or highway to and upon said premises and said driveway shall be of sufficient entry upon the land to permit and provide for offstreet parking of motor vehicles.
- No intoxicating liquor shall be manufactured or sold on said premises.
- Said premises shall not be used for any purpose or in any way which may endanger the health or unreasonably disturb the quiet of any occupant of adjacent or neighboring premises.
- No portion of said premises within 40 feet of the street or highway on which said premises front shall be used for any purpose other than that of lawn; provided, however, this covenant shall not be construed to prohibit walk, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains, and similar ornamentalations, but no vegetables or grains shall be grown or suffered to remain thereon. No weeds, under brush or unsightly objects of any kind shall be placed or suffered to remain upon any part of said premises.
- No dog kennel shall be maintained and no chickens or other fowl or livestock of any kind, shall be kept or harbored on the land hereby conveyed.
- No exterior surface or surface area shall be of block construction.
- No permanent basement house shall be constructed upon said premises or be located upon said premises at any time.
- The exterior area and surface of all construction located upon said premises shall be completed within one year after the construction of said structure is commenced.
- No mobile home or house trailer or both shall be located upon said premises or constructed upon said premises or assembled upon said premises at any time.
- No beer or wine shall be manufactured or sold on said premises.

Note: The above restrictions shall not apply to the parcels of land designated as Out-lots.

OWNERS ACKNOWLEDGMENT:

Know all men by these presence, that we, Hermann Wurthmann and Dean R. Miller, President and Secretary-Treasurer, respectively, of the Berlin Development Corporation, a corporation organized under the laws of the State of Ohio, which company is the owner of the lands comprising said Subdivision, do hereby acknowledge the laying out of this Subdivision to be our own free act and deed, and do hereby dedicate the streets indicated thereon to public use forever.

Witness our hands this 3rd day of June, 1967. Executed in the presence of: Hermann Wurthmann President, Dean R. Miller Sec. Treas.

State of Ohio County of Holmes) S.S. Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared the above named Hermann Wurthmann and Dean R. Miller, president and secretary-treasurer, respectively, of the Berlin Development Corporation, and acknowledged the signing of the foregoing instrument to be their free act and deed for the uses and purposes therein named. In testimony whereof, I hereunto set my hand and seal this 3rd day of June, 1967.

SURVEYOR'S CERTIFICATE:

I, Edward F. Gasser, Registered Surveyor No. 4681, State of Ohio, do hereby certify this plat to be a correct return of the Field Notes of a survey prepared for the Berlin Development Corporation and that all markers and monuments were placed in accordance with the Rules and Regulations established in such matters by the Board of County Commissioners of Holmes County, Ohio. Dated this 3RD day of JUNE, 1967.

BOARD OF HEALTH CERTIFICATION:

I, A. J. Earney, M.D., Health Commissioner of Holmes County, Ohio, hereby certify that I have examined said plat and find that the same fully complies with all rules and regulations established by the Board of Health of Holmes County, Ohio, pertaining to subdivision of lands residential requirements. Date 2/2/68 A. J. Earney, M.D., Health Commissioner

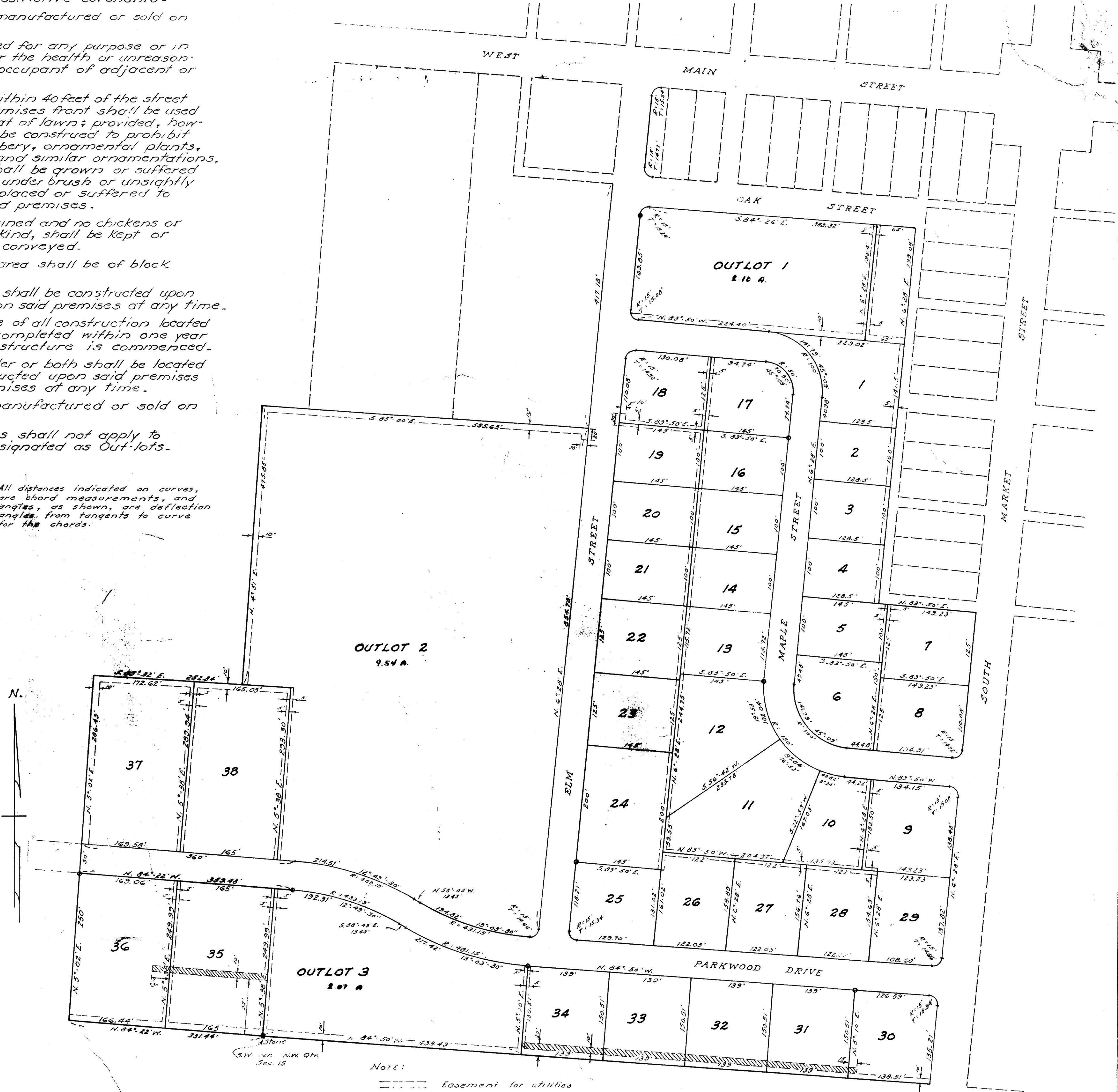
The original plat was signed by Dr. A.J. Earney on Jan. 5, 1968.

BOARD ACCEPTANCE:

This Plat was duly accepted and approved by resolution of the Board of County Commissioners on this 8th day of January, 1967. See Journal Volume 23 at Page 212. John Langue Pres., Vera S. Weil Clerk.

All distances indicated on curves, are chord measurements, and angles, as shown, are deflection angles from tangents to curve for the chords.

Parkwood Drive to be extended westward to Township Road #151



Note: --- Easement for utilities, --- Easement for sanitary sewer only, * Denotes Permanent Monuments, STAKES 6.03 A

TRANSFER:

Received for transfer and transferred this 10 day of January, 1968. Vera S. Weil, Jr., County Auditor

RECORD:

Received for record January 10th, 1968 at 8:50 A.M. Recorded January 10th, 1968 in Plat Book 2 at page 129. County Recorder

Fee: \$7.36 FOR RECORDED & FILING 018.00 COUNTY CLERK'S OFFICE OF AUDIT 000 000 Vol. 229-9771

PARKVIEW SUBDIVISION

BERLIN TOWNSHIP, HOLMES COUNTY, OHIO

Situated in Lot #21 in the First Quarter of Twp. 9, Rq. 6 and in the Northwest Quarter of Section 15, Twp. 9, Rq. 5 and comprising all of a 37.448 acre tract and part of Lot #51 in Berlin, Ohio as heretofore conveyed to the Berlin Development Corporation by deed recorded in Volume at page of the Holmes County Deed Records.

Scale 1"=100'

April 4, 1967