



11.510 Acres Total
 9.203 " in Lots
 2.307 " in Streets.

As a part of the consideration for the conveyance and in consideration of the incorporation of like covenants, save as to the value of the residence to be erected on each sub-lot, in any and all conveyances of other sub-lots in the Killbuck Heights, Inc. II Allotment made to the Village of Killbuck, Ohio, the Grantees herein, for their heirs and assigns, do hereby covenant and agree to and with the said Grantor, its successors and assigns, and of every other person who shall or may become the owner of or have any title derived immediately or remotely from, through or under said Grantor, its successors or assigns, to any lot or parcel of real estate in the said Killbuck Heights, Inc. II Allotment, as follows:

- 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 50 feet of the center line of the street or highway on which said premises front, nor within 6 feet of either side line of said premises.
- No barn or stable and/or no billboard, sign or advertising device of any kind other than a "for sale" sign, shall be erected, placed or suffered to remain on said premises.
- No garage or other outbuilding shall be erected, placed or suffered to remain on said premises within 50 feet of the center line of the street or highway on which said premises front, nor, without the written consent of the owner thereof, within 6 feet of the side line of an contiguous premises. The garage or carport constructed upon 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 off-street 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.
- Said premises shall not be used for boarding houses, rooming house, fraternity house, sorority house, boarding school, hotel, apartment, school, hospital, sanitarium or dance hall purposes, or for any other purpose whatsoever other than private residence purposes.

poses. The intent of this covenant is that said premises shall be used exclusively for private residence purposes, and for no other purpose whatsoever whether of the kind specified in this paragraph or otherwise, the enumeration herein of certain prohibited uses, of said premises being in addition to, and not exclusive of, any use thereof other than for purely private residence purposes.

- No portion of said premises within 50 feet of the center line 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 walks, driveways, trees, shrubbery, ornamental plants, flowers, statuary, fountains, and similar ornamentations, but no vegetables or grains shall be grown or suffered to remain thereon. No weeds, underbrush 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.
- There shall be constructed on said premises no structures that provide for human habitation within the confines of the concrete block walls of the foundation only and commonly called "basement homes". In connection therewith, all structures constructed on said premises shall consist of at least one floor level above ground and all structures shall be completely constructed as ascertained from outside visual appearances within one year from the date construction was commenced.
- Said premises shall not have placed thereon either on a temporary or permanent basis a mobile home or house trailer which is defined as a pre-fabricated structure so equipped as will permit use and occupancy thereof for human habitation, whether resting on temporary or permanent foundation.
- No garden or truck patch shall be planted, cultivated or suffered to remain on a vacant lot within eighty feet of the center line of public street or highway on which said premises front.
- There shall be constructed or erected no modular home, provided, however, there may be erected a modular home the plan for which has been approved by the Federal Housing Administration and in addition thereto said modular home is erected on full concrete block foundation or basement.

Failure by the proprietor of the Plat of the Killbuck Heights, Inc. II Allotment or any property owner to enforce any of such restrictions, conditions, agreements and covenants herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

All of the restrictions, conditions, covenants, charges and agreements contained herein shall run with the land for a period of 50 years from the date of this conveyance, and may, if then in force, be extended from that time for a period of 20 years and thereafter for successive periods of 20 years without limitation by assent evidenced by appropriate agreement entitled to record of the owners of lots having 2/3 of the foot frontage on the streets shown on said plat.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks, and other open spaces to public or private use as noted.

July 12, 1973
 Owners: *Richard E. Kasper, Jr., Robert L. Kasper, Jr., Richard E. Kasper, Jr., Robert L. Kasper, Jr., Richard E. Kasper, Jr., Robert L. Kasper, Jr.*

CERTIFICATE OF APPROVAL OF WATER AND SEWERAGE SYSTEMS

I hereby certify that the water supply and sewerage disposal utility systems installed, or proposed for installation, in the subdivision plot entitled "Killbuck Heights Incorporated II" fully meet the requirements of Holmes County and the Ohio State Health Department, and are hereby approved as shown.

7-20-1973
A. E. Carney, M.D.
 Holmes County Health Commissioner.

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Killbuck, Ohio Planning Commission and that the monuments have been placed as shown hereon.

July 12, 1973
Robert L. Kasper, Jr.
 Registered Engineer #28820
 Registered Surveyor #5193

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Killbuck, Ohio, with the exceptions of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Recorder.

7-20, 1973
Calvin E. Anderson
 Chairman, Planning Commission.
 #99463
 Received for record this 23 day of July, 1973 at 10:49 o'clock Recorded Plat Volume 32, Page 143
 Fee: \$15.40
Richard E. Kasper, Jr.
 Holmes County Recorder.

KILLBUCK HEIGHTS INCORPORATED II

Situated in Killbuck Township, Holmes County, and State of Ohio, and known as part of the South West Quarter of Section 6, Township 8 North, and Range 7 West.

