PARK LAYNE SUBDIVISION
~SECTION ONE~
SECTION 15, TOWN 2, RANGE 7 MRS., MAD RIVER TOWNSHIP, MONTGOMERY COUNTY, OHIO.

RECEIVED
CHARLES S. HECK
RECORDER
JUL 19 2 46 PM 1955
MONTGOMERY CO. OHIO
RECORDED
BOOK NN PAGE 54
Fee $ 9.00

SCALE: 1" TO 100'

0 25 50 75 100 200 300 400 500 600

JUNE, 1955

H. B. LAYNE CONTRACTOR INC.,
DEED BOOK 1708 PAGE. 352

87.675 ACRES
2.943 "
84.732 "

File No. NN-54
Transferred 7-19-55
Received 7-19-55
Time 2:49 P.M.
Recorded 7-19-55
Fee $ 9.00
CHARLES S. HECK
Montgomery County Recorder

DESCRIPTION

Situate in Section 15, Town 2, Range 7, MRS, Mad River Township, Montgomery County, Ohio, and being a subdivision of 2.943 acres of a 87.675 acre tract conveyed to H. B. Layne Contractor Inc. by deed recorded in Volume 1708 page 352 of the Montgomery County Deed Records.

DEDICATION

H. B. Layne Contractor Inc., a corporation, by its president and secretary, being all the owners and lienholders of the land herein subdivided, do hereby voluntarily consent to the execution of said subdivision and to the dedication of the streets as shown hereon to the public use forever, and also hereby dedicate easements, to run with the land, for water, sewer, gas, electric, telephone or other public utility lines or services under, on or over those certain strips of land designated hereon as utility Easements.

H. B. Layne Contractor, Inc.

H. B. Layne — President
Harlan E. Reichle — Witness
Dorothy Layne — Secretary
John O'Hare, Jr. — Witness

Date July 19 1955

The foregoing plat is in accordance with the rules and regulations adopted by the Director of Public Service and Buildings of the City of Dayton, Ohio, acting as Supervisor of Plats under Section [illegible], of the Charter of the City of Dayton, Ohio, and the same is hereby approved.

Signed [illegible]
Director of Service and Buildings of Dayton, Ohio, acting as Supervisor of Plats.

STATE OF OHIO, MONTGOMERY COUNTY, SS

Be it remembered that on this 22nd day of June, 1955, before me a notary public in said county and state, personally came H. B. Layne Contractor Inc., by its president and secrtary and acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and seal on the date above written.

Notary Public Robert S. Olinger
My commission expires 9-23-56 Notary Public State of Ohio Robert S. Olinger

NOTARIAL SEAL STATE OF OHIO

1955 JUL 19
JESSE HAINES COUNTY AUDITOR
01 JUL 22
CERTIFICATE CHANGE ROTUNDA TITLE

RESTRICTIVE COVENANTS

1. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty five (25) years

proprietors of the land herein subdivided, do hereby voluntarily consent to the execution of said subdivision and to the dedication of the streets as shown hereon to the public use forever, and also hereby dedicate easements, to run with the land, for water, sewer, gas, electric, telephone or other public utility lines or services under, on or over those certain strips of land designated hereon as utility Easements.

H. B. Layne Contractor, Inc.

H. B. Layne
President

Dorothy Layne
Secretary

Harlan E. Reichle
Witness

John D. Hare, Jr.
Witness

Date July 19 1955

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Signed [illegible]
Director of Service and Buildings of Dayton, Ohio, acting as Supervisor of Plats.

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Notary Public Robert S. Olinger

My commission expires 9-23-56 Notary Public State of Ohio
Robert S. Olinger

NOTARIAL SEAL STATE OF OHIO

RESTRICTIVE COVENANTS

1. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All lots are for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any of these lots other than one detached single family dwelling, not to exceed one and one-half stories in height and a private garage for not more than two cars.
5. The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than 845 square feet.
6. Easements shown on the plat are for the construction, operation, maintenance, repair, replacement or removal of water, gas, sewer, electric, telephone or other utility lines or services, and for the express privilege of removing any or all trees or other obstructions to the free use of said utilities and for providing of ingress and egress to the property for said purposes, and are to be maintained as such forever.
7. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
9. 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 setback shown on the recorded plat. In any event, no building shall be located nearer than 25 feet to the front lot line or nearer than 25 feet to the side street line. No building may be located nearer than 8 feet to any interior lot line. No dwelling may be located on any interior lot nearer than 25 feet to any rear lot line. No detached garage may be located on any interior lot nearer than 35 feet to the minimum building setback line. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.
10. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
11. 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.
12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property.
13. No lot shall be used as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line.
15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Date JUNE 22, 1955

STATE OF OHIO, COUNTY OF MONTGOMERY, SS

H. B. Layne Contractor Inc., by its president and secretary, being duly sworn, says that all persons and corporations to the best of its knowledge, interested in this dedication, either as owner or lienholders, have united in its execution.

H. B. Layne President

Dorothy Layne Secretary

Sworn to and signed in my presence on this 22nd day of June, 1955

Notary Public Robert S. Olinger
Robert S. Olinger
Notary Public State of Ohio

My commission expires 9-23-56

NOTARIAL SEAL STATE OF OHIO

CERTIFICATION

I hereby certify that this map is a true and complete survey made by me, and that iron pins are set at all lot corners.

Albert R. Trace
Albert R. Trace
Registered Surveyor

ALBERT R. TRACE 1000 REGISTERED SURVEYOR

I hereby certify this plat to be in accordance with the CITY PLAN

Robert A. Flynn
Planning Director
City Plan Board

Date July 18, 1955

1955 JUL 19
01 JUL 22
MONTGOMERY COUNTY OHIO
JESSE HAINES COUNTY AUDITOR

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