CABA-SLIDE 27



## COVENANTS & RESTRICTIONS

1- These covenants are to run with the [redacted] lots and shall be binding on all parties and all persons claiming under them for a period of Twenty Five years from Aug 28, 1963, at the which time said covenants shall automatically be extended, for successive periods of ten years unless any time an instrument signed by a majority of the then owners of the lots has been recorded.

2- Enforcement shall be by Proceeding in law and equity against Person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

3- Invalidation of any of these covenants by Judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4- No lot shall be subdivided and no portion of same other than the entire lot, sold or conveyed.

5- No lot shall be used except for residential Purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage. No building shall have an exterior structure constructed of concrete or cinder block material.

6- No dwelling shall be permitted on any lot, from Lot No 1 to lot No 46 both inclusive, costing or fairly worth less than the sum of $18,000, based upon cost levels prevailing on the date these covenants are regarded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum dwelling size.

7- No building shall be located on any lot near than 25 feet from the front line or nearer than 10 feet to side lot lines. Provided, however, that if said grantee or grantees purchase multiple lots in said Hillandale Estates, then the provision for the 10 feet building line on side lot lines shall not apply to middle lot lines but shall apply only to said lot lines abutting against lots owned by other owners in said Hillandale Estates, and said multiple lots shall be considered as one lot with reference to said covenants.

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 nuisance to the neighborhood.

9- No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuildings shall be used on any lot at any time as a Residence either temporarily or permanently.

10- No weeds, underbrush or unsightly objects of any kind shall be grown, or suffered to remain upon any part of said premises and that the grantees shall keep their lot & lots mowed and maintained.

11 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets. Provided, however, that no dogs, cats or other household pets may be kept, bred or maintained on any lot for any commercial purposes.

12 If septic tank is used, lots 1 thru 12 and 22 thru 29 will have minimum bldg lines of 40 feet.

13- Houses constructed on lots 38-43 & 46 will face on Sunset Drive

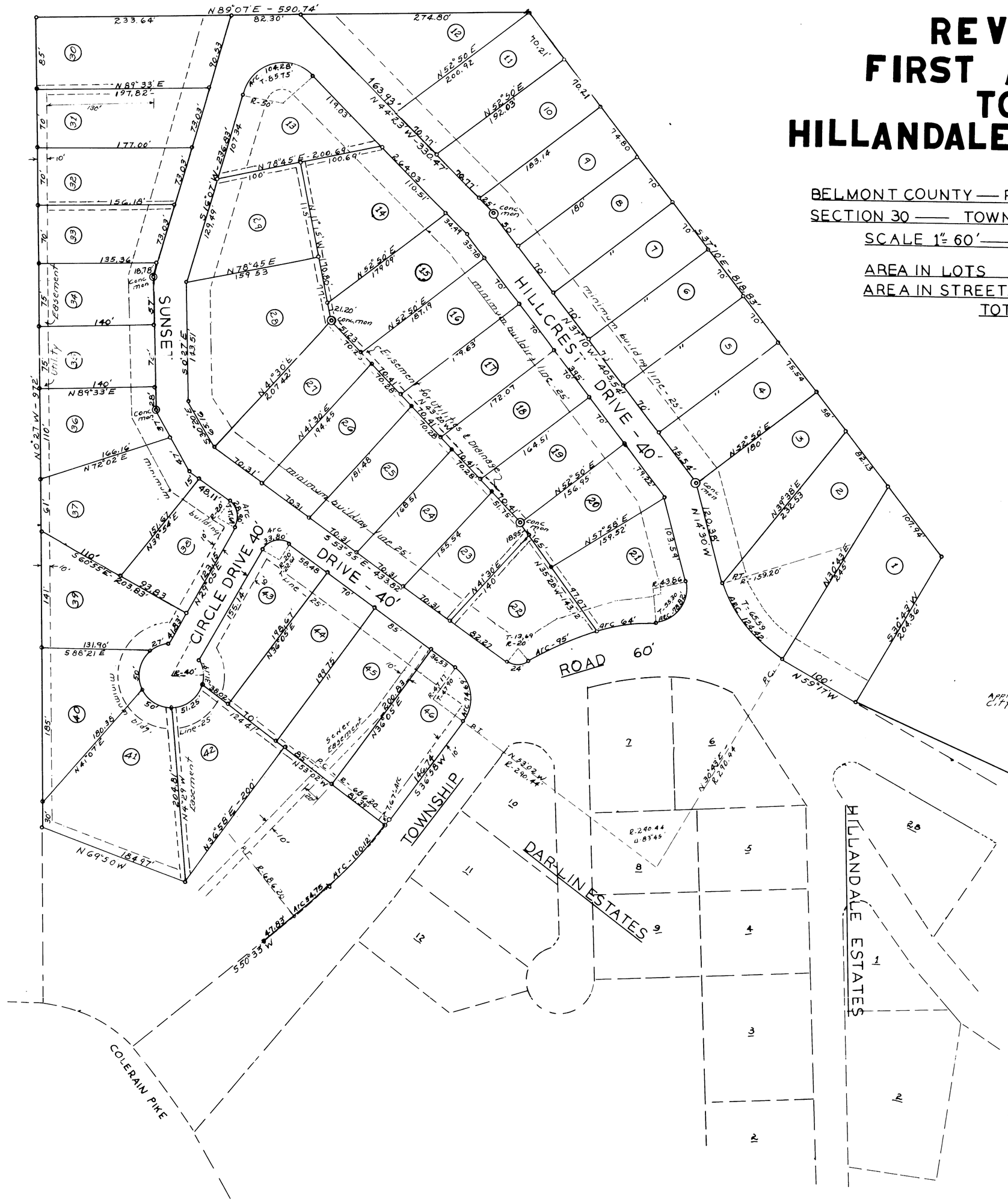
# REVISED FIRST ADDITION TO HILLANDALE ESTATES INC

BELMONT COUNTY — PEASE TOWNSHIP — OHIO

SECTION 30 — TOWNSHIP 3 — RANGE 2

SCALE 1" = 60' — AUG-1963

| | |
|---|---|
| AREA IN LOTS | 15.411 |
| AREA IN STREETS | 2.881 |
| TOTAL | 18.292 |




Approved by the Planning Commission of the City of Martins Ferry - Ohio

Edward H Schneider
Chairman

Note: All easements are to be 10 feet in width, being 5 feet off each property line, unless otherwise shown, and are to be used for utilities & drainage.

## CERTIFICATE OF SURVEYOR

The within plat is a subdivision of a Part of 86.90 acres conveyed to The Hillandale Estates Inc. a corp by Lawrence A. Darrah, a widower as recorded in Deed Book Vol. 394 Page 497 in the Deed Records of Belmont County, Ohio

I hereby certify that this map represents a true and correct survey made by me on Nov 9 - 1961 and that the location, size and material of monuments are as shown.

By, Snider & McFarland - Reg Surveyors

## STATEMENT

we, the undersigned being the owners of the real estate represented by this Plat do hereby consent to the execution and recording of said Plat, and do dedicate the 2.881 acre tract for street Purposes

Witnesses

HILLANDALE ESTATES, INC
Pres.
Sec. Treas.

## STATE OF OHIO
## BELMONT COUNTY - SS:

Be it remembered that on this day of 1963, before me the undersigned, a notary public in and for said County and state personally came the above listed owners who acknowledged that they did sign the foregoing Plat and that the same is their free act and deed.
In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

Notary Public in and for Belmont County - Ohio

## COUNTY ENGINEER

Approved for Record
Date, August 26, 1963

Belmont County Engineer
R. J. Boccabella

## COUNTY COMMISSIONERS

Approved for record, subject to the rules and regulations governing the Platting of subdivisions of land

BELMONT COUNTY COMMISSIONERS

Date, Aug. 28 1963

## COUNTY AUDITOR

Transferred by Belmont County Auditor Fee $3.50 Paid
Date, Aug. 28 1963

Deputy Auditor

## COUNTY RECORDER

No 56212
Received for Record
at 1:44 o'clock P.M.
Recorded AUG. 30, 1963
in Belmont County Record of Plats
Volume 13 Page 21

$28.50 PAID

Nick Munas
Recorder