

ACKNOWLEDGMENT OF OWNERS

We the undersigned owners of the land shown on this plat and survey do hereby assent to, acknowledge and adopt this subdivision of the same and acknowledge that the same was made at our request. All streets and roads shown hereon are public highways heretofore dedicated to public use.

Dated this 2nd day of December, 1959.

Signed and acknowledged in the presence of:

"signed" Keith Hawk
Keith Hawk

"s" Louise Hawk
Louise Hawk

"s" Neal Dillion
Neal Dillion

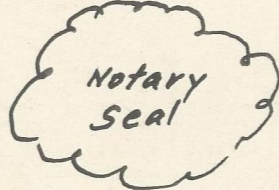
"s" Fern Dillion
Fern Dillion

STATE OF OHIO, HOCKING COUNTY, SS.

BE IT REMEMBERED that on this 2nd day of December, 1959, before me, the subscriber, a Notary Public in and for said county, personally came the above named Keith Hawk, Louise Hawk, Neal Dillion and Fern Dillion, the owners of the premises herein platted and surveyed, and severally acknowledged the signing of the foregoing acknowledgment to be his and her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last afore said.

"signed" Dolores Sniff
Dolores Sniff, Notary Public



#22819-46175 See Affidavit in Misc Record 4 Page 70
concerning waiver on restrictions in Meadowbrook
Subdivision Lot Ten (10)

Esther Carpenter
Hocking Co. Recorder

RESTRICTIONS

We, the undersigned, Keith Hawk and Louise Hawk, husband and wife, and Neal Dillon and Fern Dillon, husband and wife, fee owners of Meadowbrook Subdivision, as hereon platted, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said subdivision may be put hereby specifying that said declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable for residential use, uniform and suitable in architectural design as herein specified:

- The following restrictions shall be perpetual and shall apply to and be forever binding upon the grantee, his heirs, executors, administrators and assigns and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantors, their heirs and assigns; and as a general plan for the benefit of said subdivision and all owners of lots therein.
- All sales or leases of lots in this subdivision shall be made subject to like restrictions as to the use of the same.
- Said restrictions are made for the benefit of any and all persons who now may own property, or who may hereafter own property in Meadowbrook Subdivision, and such persons are specifically given the right to enforce these restrictions and reservations.
- Failure by the grantors, their heirs or assigns, or any landowner, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.
- No residential structure shall be erected or placed on any building plot, which plot has an area of less than 1,300 square feet in the living area. No dwelling erected on any lot in said subdivision shall have an initial value of less than Fifteen Thousand Dollars (\$15,000), using average 1959 prices as a basic index for ascertaining said value.
- No building shall be placed on any lot so that any portion thereof shall be closer to any roadway upon which said lot abuts on the front than the distances specified in the following schedule, to wit: Lots 3, 4 and 5 shall be not closer than 165 feet; Lots 9 and 10 not closer than 125 feet; all other lots excepting Lots 6 and 11 shall be not closer than 150 feet. No dwelling shall be erected on Lot 11 closer than 150 feet from the west and north sides thereof nor closer than 350 feet from the State Route. No dwelling shall be placed on Lot 6 closer than 140 feet from State Route 664. Any dwelling erected on Lot 6 shall face State Route 664 or may be set at an angle facing the northeast corner of said lot. No dwelling on Lot 6 shall be erected facing toward the township road upon which such lot abuts. No buildings shall be placed on any lot so that any portion thereof shall be closer than 40 feet to any sideline or rear line of said lot. All lots shall be deemed to front on State Route 664 with the exception of Lots 7 and 8. Lot 7 fronts on the township road and Lot 8 fronts on both the State Route and township road.
- Any structure on any lot in said subdivision shall be of brick, wood or stone construction except that concrete block may be used for foundations, basement walls and fireplaces or in any other place where the same will not be exposed to view from the outside.
- All lavatories and/or toilets shall be built indoors and connected with outside septic tanks until such time as a sewer system shall be available, at which time the purchaser, his heirs or assigns, agrees to connect said premises therewith. All sewage disposal systems shall be approved by the County Board of Health and follow minimum standards of such board.
- No trailer, basement, tent, shack, garage, barn or other buildings shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No housetrailer or camping trailer shall at any time be parked on any lot in said subdivision for a period longer than one day.
- All lots in said subdivision shall be used exclusively for private residence purposes. No more than one single family home shall be erected on said lots and all garages shall be attached thereto. All homes on said lots shall be of one story ranch type construction provided, however, that homes known as the split level type shall be permitted. All dwellings on said lots must be new and built from new materials which means that no building can be torn down and erected on any lot in this subdivision.
- All unimproved lots in said subdivision shall be mowed at least twice each summer. All weeds on improved lots shall be kept mowed.
- No outbuildings shall be permitted on any of said lots except bathhouses incidental to swimming pools. Provided, however, that outbuildings may be permitted on the rear of Lots 5 and 8 and maintained in an attractive condition.
- No fence, wall, or hedge higher than five feet shall be erected or maintained on said premises. No fence on any of said lots shall be of wire construction.
- Any building commenced on any lot in said subdivision shall be completed within one year from the time of the excavation therefor or the commencement of construction. Provided, however, that any interior work may be completed at any time.
- Any home erected on any lot in said subdivision shall be landscaped within two years following the completion of the outside of said dwelling.
- 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 they are not kept, bred or maintained for any commercial purpose.
- No billboards, sign boards (except suitable signs for sale of lot), or unsightly objects of any kind shall be maintained on any lot.
- There is hereby reserved along all sides of each lot, except the front, a five foot utility strip for the use of public utilities servicing said lots, excepting further, however, the east side of Lots 4 and 5, and the west side of Lots 5, 6 and 7.
- The original grantors or their heirs shall have an option to purchase any lot sold in said subdivision which has not been improved by the commencement of construction of a dwelling thereon within three years from the date of the deed. Such option shall be exercised within thirty days after such three year period. The original grantors, or their heirs, shall pay the original purchase price therefor plus any taxes paid thereon by the grantee.
- The part of restriction No. 10 providing for one story ranch type construction and attached garage, and Restrictions No. 5 and 6 shall not apply to the present dwelling located on Lot No. 9, since the same was already constructed at the time this subdivision was made. If said dwelling is removed or destroyed, any replacement dwelling must conform to all the restrictions herein set out. Any detached garage on said Lot 9 shall be constructed to the rear of the dwelling presently thereon.

No. 11786 Fee \$23.00

Received Jan. 5, 1960 at 11 A.M.
Recorded Feb. 15, 1960

(s) Keith Hawk
Keith Hawk
(s) Louise Hawk
Louise Hawk
(s) Neal Dillon
Neal Dillon
(s) Fern Dillon
Fern Dillon

Esther Carpenter
Recorder