RESTRICTIONS FOR KINNISON SUBDIVISION

We, the undersigned, Eugene Kinnison and Betty Kinnison, husband and wife, fee owners of Kinnison Subdivision, as herein 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 designated for the purpose of adopting a general plan for keeping said subdivision desirable for residential use, uniform and suitable in architectural design as herein specified:

1. Said premises or any buildings erected thereon shall not at any time be used for the purpose of any trade, business or manufacture.

2. No intoxicating liquors or beer shall be manufactured for sale, kept for sale, or sold on said premises.

3. No dwelling or building shall be permitted closer than 25 feet to front lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered part of a building. No dwelling shall be permitted on any lot of less than \$15,000 based upon cost levels prevailing on date of recording this plat. The dwelling must be modern and built from new materials which means no building can be torn down and erected on any lot in this addition. The ground floor area of main structure, exclusive of open porches, and garages, shall not be less than 1000 square feet for one story nor less than 800 square feet for dwelling of more than one story.

4. 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.

5. 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.

6. Said restrictions are made for the benefit of any and all persons who now may own property, or who may hereafter own property in Kinnison Subdivision and such persons are specifically given the right to enforce these restrictions and reservations.

7. All lavatories and/or toilets shall be connected with outside septic tanks or other superior disposal systems approved by the County Health Department 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.

8. 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.

9. All unimproved lots in said subdivision shall be mowed at least twice each summer. All weeds on improved lots shall be kept mowed.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

11. Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

12. All sales or leases of lots in this allotment shall be made subject to like restrictions as to the use of the same.

13. 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.

Betty Kinnison Ex. Vice President The Glouster Community Bank By Dean S. Ferrell Cashier

KENNETH W. & GARY A. BONYER VOL. 115 PAGE 227

50.0

LANE LANE

SANDY South 2 L

50'



TOTAL 4.333 Ac.

KINNISON SUBDIVISION

Situated in the Township of Ward, County of Hocking, State of Ohio, and being a part of Section 7, Township 13, Range 15, containing 4.1610cres, also the South one half of Lot Nº. 7 of the Foster Connor Addition containing 0.172 acres being all of both tracts conveyed to Eugene and Betty Kinnison, husband and wife, and described in deed recorded in Deed Book 117, Page 164, Recorder's Office, Hocking County, Ohio.

The undersigned Eugene and Betty Kinnison hereby certify that the attached plat correctly represents their "KINNISON SUBDIVISION" a subdivision of Lots I to 9 inclusive, do hereby accept this plat of same, and dedicate to public use as such all or parts of the roads and cul-de-sac shown herein and not here to fore dedicated.

The undersigned being all the owners and lien holders of the lands herein platted further agrees that all use and improvements made on the lots shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations of Hocking County, Ohio, for the benefit of himself and all other subsequent owners or assigns taking title from, under or through the undersigned.

The dimensions of the lots and streets are shown on the plat in feet and decimal parts there of. Easements shown on this plat are for the construction, operation, main tenance, repair, replacement or removal of water, sewer, gas, electric, telephone, or other utility lines or services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be LAWERANCE L. & MARGRETS, maintained as such forever. Easements are reserved where indicated on this plat for public utility purposes above and beneath the surface of the ground.

In Witness there of Eugene and Betty Kinnison have hereunto

set their hands this 5 day of APRIL 1968. Witness and E. Lovach Signed Eugene Kunneson Turily H. Sunt STATE OF OHIO COUNTY OF ATHENS Before me a Notary Public in and for said County personally came The Glouster Community Bank by Harold Wagner the Executive Vice President and Dean S. Ferrell'its Cashier and Eugene and Betty Kinnison Who as knowledged the signing of the fore going instrument to be their voluntary act and deed for the uses and purposes therein expressed. In Witness Whereof, I have hereunto set my hand and affixed my official seal this 5 day of APRIL, 1968. Plat only approved this 24th day of April 1968 Ounderwood Sandy Lane not accepted as a part of Road System Hocking Co. Engineer Approved this 18 day of April , 1968. David Mingues HOCKING Co. Sanjtary Engineer Approved and accepted this day of April, 1908 This approval does not constitute acceptance of the road and Cul-de-sac by Hocking County, Ohio. Howard C. Blum Sanchi rayand Thomas & Van lunan Hocking County Commissioners Clerk of Board Transferred this 25 day of april Leonard a. Myers Hocking County Auditor Filed for Record this 6 day of May , 1368, a+3:30P.M. Recorded this 6 day of May , 1968, in Plat Book E Page Nº. 18 Esther Carpenter Hocking County Recorder Deputy Recorder I do hereby certify that I have surveyed the premises and

prepared the attached plat and that said plat is correct. Dimensions on curves are arc measurements. By _ William M. Wathing

Registered Surveyor Nº 5216

