

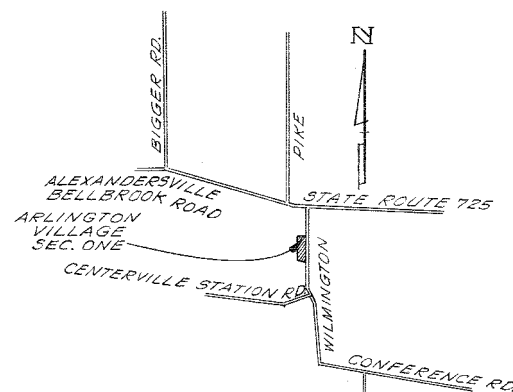
MAY 21 11 20 AM 1965
MAY 21 11:20 AM 1965

LOCATED IN
SECTION 7, T-2, R-6, M.R.S., SUGAR CREEK TOWNSHIP
GREENE COUNTY, OHIO

SCALE 1"=100'

RALPH L. WOOLPERT CO.
CONSULTING ENGINEERS
DAYTON, OHIO FEB. 1965.

1.129 Acres in Streets
5.892 Acres in Lots
 7.021 Acres Total in Plat



VICINITY MAP
SCALE 1"=1 MILE

- Indicates
Iron Pin

The within plat is a subdivision of 7.021 acres out of the 149.50 acre tract conveyed to Paul E. Lapp, Inc. by deed recorded in Book 360, Page 69, of the Deed Records of Greene County, Ohio.
The measurements are certified correct and monuments are set as shown.
Iron Pins are set on all lot corners.

RALPH L. WOOLPERT COMPANY

By: Charles A. Black
Registered Surveyor #3147.

PAUL E. LAPP, INC.
D.B. 2179, P. 703-705

MOSS OAK DRIVE

PAUL E. LAPP, INC.
D.B. 360, P. 69

MARGARET C. YOUNG
D.B. 300, P. 41.

VILLAGE OF CENTERVILLE
Corporation

ARLINGTON VILLAGE - SECTION ONE

PROTECTIVE COVENANTS

DEDICATION

50973

1. All lots in the within subdivision shall be known and described as residential lots. No structures other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars shall be erected, altered, placed or permitted to remain on any lot.
2. No building shall be located nearer the front line or nearer to the side street line than the building set-back line shown on the plat. All buildings shall be erected to comply with provisions outlined in the Sugar Creek Township Zoning Resolution as set forth under R-2 Zoning.
3. No fence shall be erected nearer the front lot line than the front of the dwelling unless the same shall be a hedge or shrub growth not to exceed three (3) feet in height.
4. No lot in the within subdivision shall hereafter be subdivided into parcels for additional residential purposes.
5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, garage or outbuilding erected on the within subdivision shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used for residential purposes.
7. The ground floor area of each main dwelling structure, exclusive of one story open porches and garages, shall not be less than thirteen hundred (1300) square feet.
8. No garage shall be erected on any lot in the within subdivision which shall be less than eleven (11) feet in width nor less than twenty (20) feet in length.
9. No sign or billboard except professional signs not to exceed two (2) square feet in area and "FOR SALE" signs shall be erected or permitted on any lot in the within plat. No barn, stable or other outbuilding for housing domestic animals or poultry shall be erected or permitted in this plat.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1990 at which time said covenants shall be automatically extended for successive periods of ten (10) years. At any time these covenants may be amended by approval of sixty (60) percent of the then owners of lots in the subdivision each owner having one vote for each separate tract owned by him.
11. If the parties hereto or any of them or their assigns or heirs shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
12. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
13. The owners of all lots in the within subdivision shall be required to maintain storm water drainage ways in such a manner that the normal flow water will have no interference.
14. Duplicate plans, specifications and plot plan for all houses or structures shall be submitted for their written approval to the subdivider or his designated agent. One set of said plans, specifications and plot plan shall be retained by the subdivider or his designated agent. In event no written approval or disapproval is received within thirty days of the receipt of such plans, then said plans will be automatically approved and this covenant will have been fully complied with.

Dedication of the land shown on this plat for street, park or public ground purposes is hereby accepted as of May 19, 1965.

Board of
Greene County
Commissioners

Ray Dumbauld
Ralph Whitman
James A. Ford Jr.

Approved by the Greene County
Planning Commission April 6, 1966

M. Hale Rinder
CHAIRMAN
Kerbert A. ...
SECRETARY

We, the undersigned, being all those owning any interest in the land described in the within plat and all lienholders thereon, do hereby voluntarily consent to the execution of said plat into lots numbered 1 thru 14 inclusive, and do voluntarily dedicate the streets and roads shown on said plat to the public use forever.

We, the owners of said real estate, further agree to covenant and bind ourselves to the Greene County Commissioners that in consideration for their acceptance of said plat and its approval by said commissioners, to grade and gravel all streets as shown on said plat 23.5 feet in width, approximately 8 inches of gravel in two compacted courses of 4 inches each, and to provide an adequate surface treatment course consisting of aggregate and bituminous materials properly applied; to install all necessary water drainage to the specifications of the Greene County Engineer, further to provide the necessary sanitary drainage in accordance with county and state regulations, and that none shall drain onto any street right-of-way, and we covenant and hold ourselves personally obligated for the completion of all the above specified construction and duties on our part to be performed by the day of , 196 .

Utility easements are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, 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.

Signed and acknowledged
in the presence of:

PAUL E. LAPP, INC.

Ludwica A. Paterman
Christine L. Radenbaugh
J. Eugene Brown

Paul E. Lapp PRESIDENT
Charles Pfarrer SECRETARY
GEM CITY SAVINGS ASSOCIATION, LIENHOLDER
J. H. Hilker VICE-PRESIDENT
Myron Eckhardt SECRETARY

State of Ohio, County of Montgomery, ss.
Be it remembered that on this 26th day of April, 1965, before me, the undersigned, a notary public in and for said county and state, personally came the said Paul E. Lapp, Inc., by Paul E. Lapp, its president, and Charles Pfarrer, its secretary, and Gem City Savings Association, lienholder, by H.A. Hilker, its vice-president, and Myron Eckhardt, its secretary, to me known, and acknowledged the signing and execution of the within plat to be their voluntary act and deed.

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

J. Eugene Brown
Notary Public in and for Montgomery County, Ohio
My Commission Expires

State of Ohio, County of Montgomery, ss.
Paul E. Lapp, being duly sworn says that all persons and corporations to the best of his knowledge, interested in this dedication, either as owners or lienholders, have united in its execution.

Paul E. Lapp

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

Ludwica A. Paterman
Notary Public in and for Montgomery County, Ohio
My Commission Expires

Transferred on the 21 day of May, 1965.
Richard E. Dabner
Greene County Auditor

Received MAY 21, 1965 AT 11:20 A.M.
Recorded MAY 21, 1965
Plat Book 11, Pages 10 and 11
Fee \$5.50
Ernest O. Beatty
Greene County Recorder

15388 R.S.T.