

D E D I C A T I O N

The undersigned, Max Cain and Jacqueline Cain, husband and wife, the owners of the above described real estate, do hereby certify that we do hereby lay off, plat and subdivide the same into lots in accordance with the above plat, the real estate described in the above and foregoing plat and certificate, the same to be known as "Cain's First Subdivision" of a part of the Southwest quarter of the Southeast quarter of Section 12, Township 12 North, Range 1 West, containing 9.66 acres, more or less.

The undersigned owners hereby establish the following restrictions, provisions and conditions as a part of said plat and subdivision, which are hereby made covenants to run with the land.

1. All parts of streets, roadways and drives, as shown on said plat, are hereby dedicated to the public and are for the use of the owners of the lots in said subdivision.
2. There are strips of ground twelve (12) feet in width, as shown on the within plat, which are reserved for public utilities for the installation of poles, lines, ducts, gas or water mains, laterals, sewers and open drains, subject at all times, to proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips, but the owners shall take their title subject to the rights of the public utilities and subject to the rights of the owners of the other lots in this subdivision.

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more than two cars, except as hereinafter provided.

4. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

5. There is hereby established a front set back building line of fifty (50) feet measured at right angles to the front property line and a side (5) feet side yard line in which no buildings or obstructions shall be erected or permitted to remain.

6. All waste from bathrooms, sinks and laundry tubs shall be treated through suitable tanks or cause traps and filtered into the soil in such a manner as to eliminate odors and shall comply with the regulations of the Board of Health and all other appropriate state or municipal authorities.

7. No dumping of refuse, trash or tin cans will be permitted.

8. No trailer or other movable device shall be parked, altered, placed or permitted to remain thereon and no such trailer, motor home, van, or mobile building shall be used as a residence thereon.

9. No animals, etc.,

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NO valuation affidavit referred
DULY ENTERED FOR TAXATION

RECEIVED
FOR RECORD

MAY 22 10 20 AM '70

May 22 1970
Elaine Applegate
AUDITOR, MORGAN COUNTY

John H. Gray

RECORDED ORAL AGREEMENT FOR THE SEVERAL OWNERS OF THE STATE
MORGAN COUNTY

RECORDED ORAL AGREEMENT

In the County of Morgan, we have this day of May, 1970,
at the town of Morgan, State of Ohio,

John H. Gray
Auditor
Tax Collector

Jacqueline Cain

RECORDED ORAL AGREEMENT

Do we, John H. Gray, Auditor, public official for said
County of Morgan, personally appeared, and John H. Gray and Jacqueline
Cain, husband and wife, and acknowledged the execution of the
agreement contained herein, in the presence of each other, and
in the presence of the Notary Public, and despatched.

I, John H. Gray, Auditor, do hereby acknowledge and notarize
and this 22 day of January, 1970.

John H. Gray
Auditor

RECORDED ORAL AGREEMENT

This is the second record of the above agreement, and it is to
record.

RECORDED ORAL AGREEMENT