FIRST REVISED PLAT OF
GREENWOOD ESTATES
PHASE II

SHEET 1 OF 3

DEDICATION

The undersigned, being all the owners of the lots in Phase II (Phase I heretofore platted and recorded in P.B. 12, Pg 29), hereby certify this Plat to be an accurate representation of the First Revised Plat of Greenwood Estates Phase II, a subdivision of 23.516 Ac. (total of Phase I & II) of land out of a 51.689 Ac tract of land situated in the Village of Byesville, County of Guernsey, State of Ohio and being part of Lots 1 & 16, Township 1, Range 3, as conveyed to Roland Reed in Deed Volume 286, Pg 581, Guernsey Co. Deed Records. It is understood that this plat supercedes and takes the place of the plat of Greenwood Estates as Recorded in P.B. 12, Pg 91 and 92.

The undersigned, owners of Phase II hereby certify that this plat currently represents the First Revised Plat of Greenwood Estates Phase II being lots 1 through 6 and 14 through 60 and hereby accept this plat as same and dedicate to public use as such all or part of the streets and roads shown hereon and not heretofore dedicated.

Easements are reserved where dedicated on this plat for the construction and maintenance of all public and private utilities above and beneath the surface of the ground and where necessary and for the construction, operation and maintenance of service connections to all adjacent lots and lands within.

In Witness Whereof, we have hereunto set our hands this 10 day of January, 1978.

Sworn to before me by the above-named parties and subscribed in my presence this 10th day of January, 1978.

Notary Public _____

My Commission Expires _____

CERTIFICATE OF SURVEYOR

I do hereby certify that I have surveyed the above premises, prepared the attached plat and said plat is correct. All dimensions are shown in feet and decimal parts thereof. Dimensions shown along curves are chord measurements. Iron Pins are indicated by the following symbol ——o——. Permanent markers to be placed upon completion of construction necessary to the improvement of this land are indicated by the following symbol ——•——.

Registered Surveyor No. 5803
Ohio

VILLAGE ENGINEER APPROVAL

Approved this 11th day of January, 1978

Village Engineer, Byesville, Ohio

VILLAGE PLANNING COMMISSION APPROVAL

Approved this 27 day of Jan, 1978

Planning Commission, Village of Byesville, Ohio

VILLAGE OF BYESVILLE APPROVAL

Approved and accepted by Resolution No. 421, passed on this 27th day of January, 1978, wherein the right of way in its entirety and dedicated to public use on the attached plat is accepted as such by the Village of Byesville, Ohio, and whereas that portion of the 40' right of way as dedicated on the Plat of Greenwood Estates Subdivision, Unit One, of record in Plat Book 12, Page 29, is hereby vacated and rededicated as shown on the attached plat.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 30th day of January, 1978.

Clerk, Village of Byesville

Mayor, Village of Byesville

AUDITOR'S TRANSFER

Transferred this 30 day of January, 1978

Auditor, Guernsey Co. Ohio

RECORDER'S CERTIFICATE

Filed for record Jan 30 1978 at 10:30 AM

Recorded on Jan 30 1978 in Plat Book 12 Page 87-88-89

Recorder, Guernsey Co., Ohio

Fee 24.00

RESTRICTIVE COVENANTS FOR GREENWOOD ESTATES

The following covenants shall be applicable and apply to lots included in Phase II being numbered from 1 through 6 and 14 through 60 of Greenwood Estates.

1. Land Use. 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 and one half stories in height and a private garage for not more than two cars.

2. Building Size. No dwelling shall be permitted on any lot, exclusive of porches, car ports, and breezeways of less than nine hundred Twenty square feet. (2 cont'd. See "A")

3. Building Location - Front lot line. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set-back line shown on the recorded plat.

4. Building Location - Interior lot line. No building shall be located nearer than ten feet to an interior lot line. For the purpose of this covenant and covenant three, eaves, and steps shall not be considered as part of a building.

5. Utilities and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on this plat and being ten feet along the back lot lines and five feet along certain side lot lines as indicated. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other house hold pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

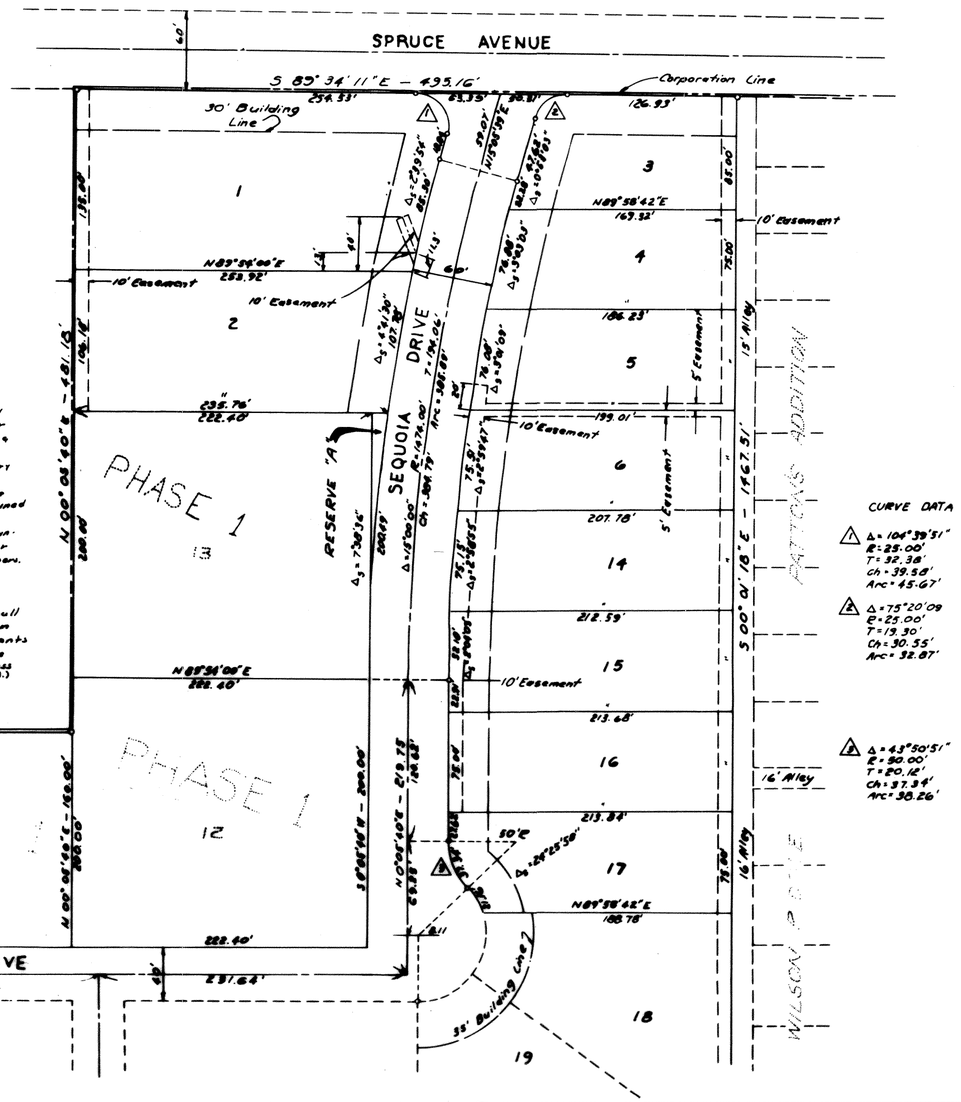
10. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for periods of ten years unless (cont'd.)

(10 cont'd) 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. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

"A" (2 cont'd) Except on lots 1 through 6 and 14 through 19 and lot 23 where the minimum building size shall be thirteen hundred square feet.



Scale 1" = 50'