PLAT BOOK 11 Pg. 49

SKYLINE II

SUBDIVISION OF FALLS TOWNSHIP
MUSKINGUM COUNTY, STATE OF OHIO
PART OF LOT 3 UNDERWOODS SUBDIVISION
PART OF QR. TWP. 2, TWP. 1, RANGE 7, U.S.M.L.

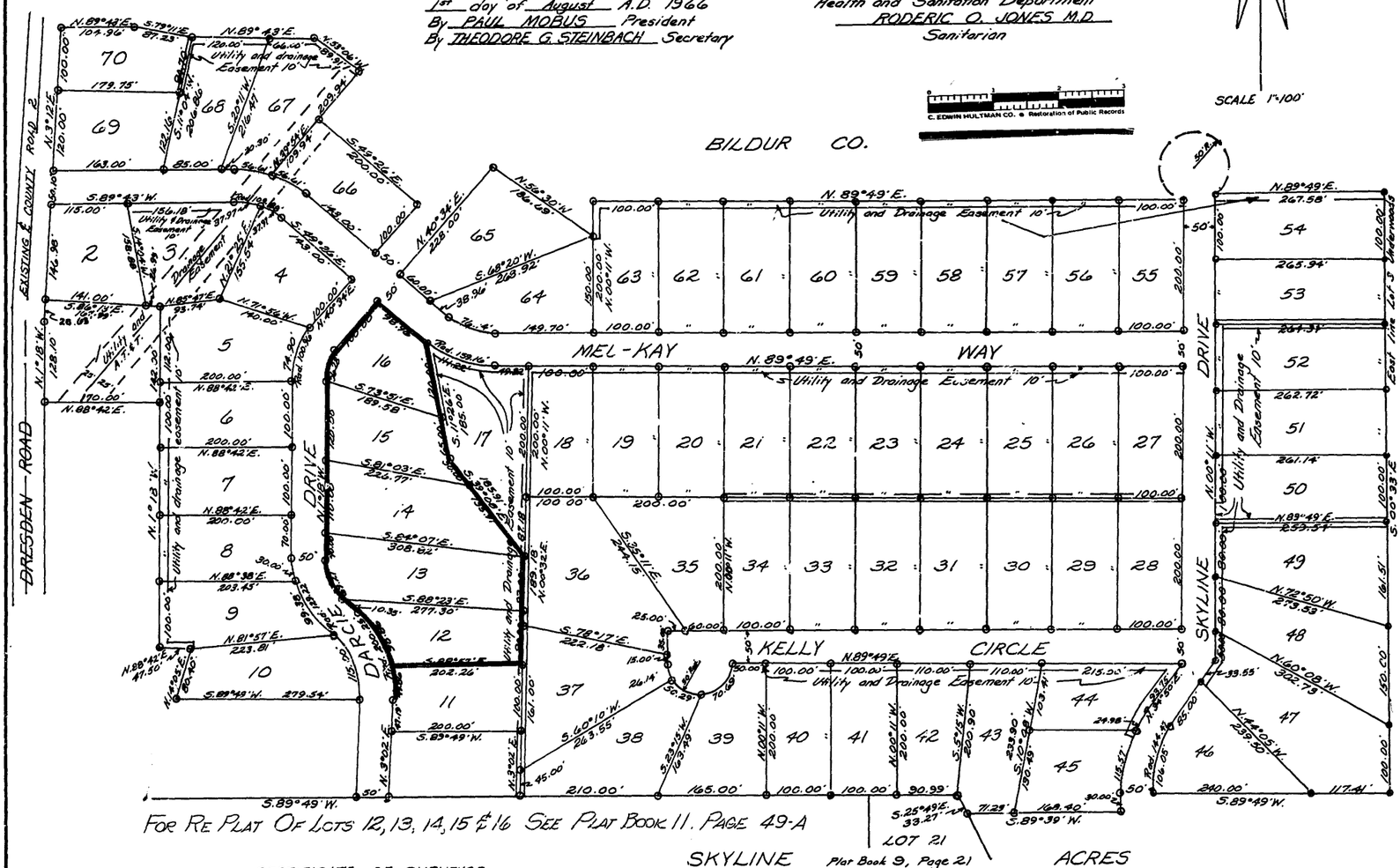
Approved by the City Planning Commission of the City of Zanesville, Ohio this 1st day of August A.D. 1966
By PAUL MOBUS President
By THEODORE G. STEINBACH Secretary

Accepted and Approved this 27 day of July 1966 by the Muskingum County Health and Sanitation Department
RODERIC O. JONES M.D.
Sanitarian

N

SCALE 1"-100'

C. EDWIN HULTMAN CO. ● Restoration of Public Records



FOR RE PLAT OF LOTS 12, 13, 14, 15 & 16 SEE PLAT BOOK 11. PAGE 49-A

SKYLINE ACRES — LOT 21 — Plat Book 9, Page 21

CERTIFICATE OF SURVEYOR

I hereby certify that at the direction of Bil Dur Co., a partnership, by William J. Dunzweiler and Durbin J. Dunzweiler, its sole partners, and owner of the real estate shown, I surveyed and platted 40.0 acres of the property described in Deed Book 520 Page 235 into lots and highways as shown, that said lots are numbered from 1 to 70 inclusive; that dimensions are given in feet and decimal part thereof. Iron pins are designated by small circles and are placed as shown for the regulation of future surveys.
Zanesville, Ohio July 1966

KARL C. MAWHORTER
Karl C. Mawhorter
Registered Surveyor # 4511
SEAL

DEDICATION

We, the undersigned being the sole partners in the Bil Dur Co. owner of the real estate shown, hereby certify that we have caused the same to be surveyed into lots and highways as shown; that the said lots are numbered from 1 to 70 inclusive; that the foregoing real estate has been named Skyline II. The drives and/or thoroughfares are or are hereby dedicated to the public for use as such. Easements for drainage and utilities are hereby reserved as shown. A temporary turn around will be built and maintained at the end of Skyline Drive until said street is made a through or connecting street.

ANNA MAE KING

EDWIN C. WOODROW

WILLIAM J. DUNZWEILER
William J. Dunzweiler

DURBIN J. DUNZWEILER
Durbin J. Dunzweiler

ACKNOWLEDGEMENT

State of Ohio
Muskingum County
Before me, a Notary Public, in and for said County, personally appeared William J. Dunzweiler and Durbin J. Dunzweiler, sole partners in the Bil Dur Co., and as such did execute the foregoing instrument and acknowledged that they did sign said instrument and that it was their free act and deed. In testimony where of I hereunto subscribed my name and affixed my Official Seal Muskingum Co. Ohio this 1 day of Aug. 1966

KAREN HIGHMAN
Notary Public
SEAL

Karen Highman
Notary Public Muskingum Co., O.
My Commission Expires April 30th 1971

Thoroughfares Meet Specifications and are in Good Repair. Accepted Under Provisions of Section 711.091 of the Revised Code of The State of Ohio.
Helen Walker
Muskingum County Engineer
Date December 16, 1966

Copied from the Original Plat
Dec. 16, 1966
Kenneth Moody Recorder
by Kenneth Moody Dep'l

Date August 1, 1966
Submitted for Acceptance and Approval
OLIVE BRIDWELL
Clerk, County Commissioners

Accepted and approved under Section 711.05 of the revised code of the State of Ohio in that at least minimum specifications for subdivision thoroughfares and drainage in Falls Township must be met before application under Section 711.091 is made.
Date: August 1, 1966 — 3772

ALVA R. HITTLE
HUTSON J. BARNES
NORVAL HARKNESS
Muskingum County Commissioners

Transferred
Date Aug -1- 1966
DON L. DILTS em
Auditor, Muskingum County
Fee 3.50

State of Ohio Muskingum County
Received for Record on the 1
Day of August 1966
At 1:45 o'clock P.M.
Recorded August 1 1966
In Plat Book 11 Page 49

KENNETH MOODY ge.
Recorder
Fee 67.70

RESTRICTIONS MADE A PART OF DEEDS TO LOTS IN SKYLINE II

Subject to the following restrictions, rights, reservations hereinafter set forth and shall be made a part of and attached to all deeds, conveyances, instruments, leases, transfers or assignments of said premises:

1. Said premises shall be used exclusively and solely for residence purposes.

2. The premises herein conveyed shall not be subdivided or used for thoroughfare without the consent and approval of the grantor or its agent.

3. No building or residence or other improvement shall be moved from another location or locations onto any part of these premises without the consent of the grantor herein.

4. Said premises shall not be used for storing wrecked, junked or permently disabled automobiles, or any other wrecked or junked articles, or for storing anything that would tend to make the property unsightly.

5. Drainage must be along lot lines where it can be done.

6. This property is conveyed with the express condition that it shall not be used for mercantile business or manufacturing purposes; that no nuisance, advertising sign, billboard or other advertising devices shall be erected, placed or suffered to remain on said premises, except with the consent and approval of a duly authorized agent of the grantor herein, nor shall the premises be used in any way or for any purpose, which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land.

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7. No spiritous, vinous or fermented liquors shall be manufactured or sold, either at wholesale or retail, upon said premises. No privy shall be maintained, placed of suffered to remain upon said premises.

8. These premises shall not be used for the housing, shedding, corralling or harboring of goats, swine, chickens or other fowls or livestock of any kind.

9. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on any portion of said premises.

10. These premises shall not be sold, occupied, leased, rented, conveyed or otherwise alienated, nor shall the title or possession thereof pass, except subject to all of the restrictions, rights, reservations, exceptions, limitations, agreements, covenants and these conditions shall run with the land perpetuity.

11. The grantor, his successors and assigns reserve the right in case of any violation or breach of any restrictions, rights, etc., in this deed contained to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exist thereon contrary to intent and meaning of the provisions hereof as interpreted by the grantor, and the grantor shall not be reason thereof be decreed guilty of any manner of trespassing for such entry, abatement or removal. The failure of the grantor to enforce any restriction, etc. thereof contained, shall in no event be construed, taken or held to be a wovier thereof, acquiescence therein or consent to any further breach or violation thereof by the grantor, and the grantor shall have at all times the right to enforce the same.

12. The restrictions, etc., herein contained, shall be for the benefit of and inure to the owners of the other premises in this subdivision and said owners are hereby expressly given the right to enforce them, irrespective as to whether said owners are prior or subsequent purchasers of premises in relation to the owners of these premises; the owner of these premises is given the same rights against the owners of the premises in this subdivision.

13. Whenever the context requires it, the provisions hereof shall apply to either corporations, partnerships or individuals, to man or woman, to the singular or the plural, and these changes, shall, in all cases, be assumed as though in each case fully expressed.

14. No building or other structure shall be placed on the property described herein, or any part thereof, unless and until the plans and specifications for the same and the location of the building or buildings have first been submitted to and approved by the duly-authorized agent of the grantor herein, and this deed is given upon the express understanding to this grantee, his heirs and assigns. All foundation and basement construction shall be subject to the approval of the grantor. Upon notice of the grantor to the grantee of faulty construction of basement or foundation, the grantee shall remedy such defects in construction to the satisfaction of the grantor before further construction is continued. Failure of the grantee to make satisfactory correction as herein above set forth will be grounds for injunctive relief by the grantor against the grantee to correct such faulty construction. Within one year after ground has been broken for construction, the building shall be completely sited and finished as to the exterior thereof according to the plans and specifications. The land surround the same shall be cleared of all building debris, and the lawn shall be leveled and seeded. Failure of the grantee to so complete said building shall be grounds for injunctive relief by the grantor herein.

15. No building or other structure shall be erected within sixty (60) ft. of the road unless by written permission of the grantor or agent.

16. No dirt is to be dug and removed from the lots except to specified places on the subdivision unless otherwise provided by written permission of the grantor or agent.

17. All buildings shall be equipped with an aerator or aerobic digestion system for sewage disposal and must be approved by the proper health authorities. Such system shall also contain an inspection port, so located that effluent from the sewage system may be inspected before its entry into the collector lines. Each individual property owner will be held responsible for collector lines within the easements on the recorded plat where said easement is on his lot or lots.

18. The restrictions herein contained shall continue in force until the first day of August, 1991, but in whole or in part, may be extended for a period of twenty-five (25) years provided that prior to said first day of August, 1991, and prior to the expiration of each extension, appropriate instruments in writing, consenting to such extension shall be filed for record, signed, executed and acknowledged by the owners (not including mortgagees) of not less than two-thirds in area of the land.