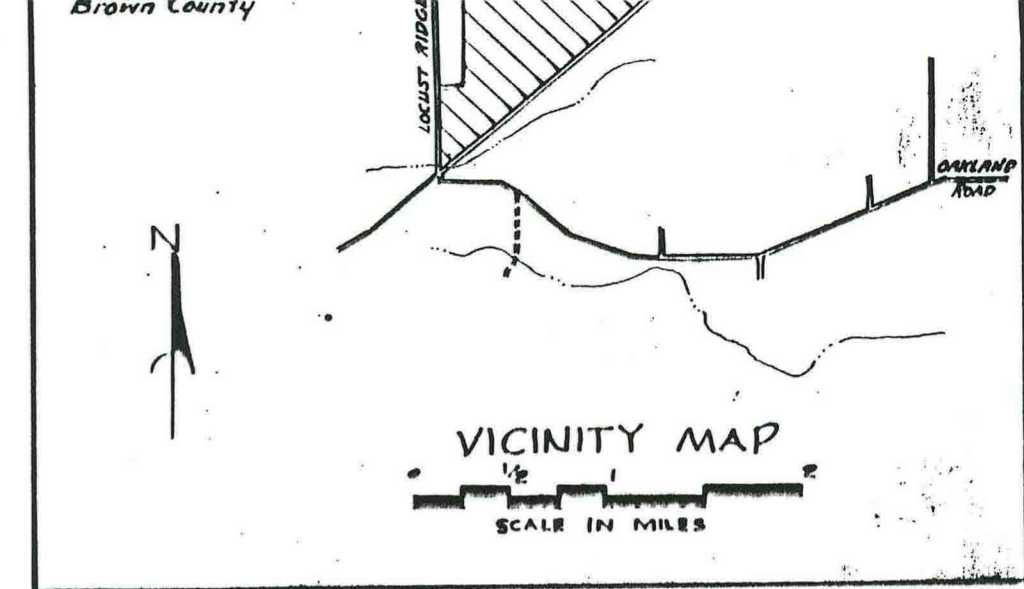


**INDIAN WOODS  
ESTATES**

RECEIVED FOR RECORD  
BOOK 5 PAGE 110  
# 2639

JUL 26 9 51 AM '78  
JOHN W. CAHILL III  
BROWN COUNTY RECORDER  
FEE 10.<sup>08</sup>



**DEDICATION**

As the undersigned being the owner and less holder of the lands herein named do hereby voluntarily consent to the execution of the said plat and to dedicate the streets, ways and public grounds as shown herein to the public use forever, except as shown otherwise 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 trees and or other obstructions to the free use of said utility and for providing access and egress to the property for said purposes and for the maintenance of such services.

WITNESSES:  
William Ogden  
Virginia Melchiorre  
W. Larry Kopf  
Patricia J. Kopf  
GENERAL PARTNERS

As it is remembered that on this 17 day of June 1978 before me a Notary Public in and for said Brown County, Ohio personally appeared Larry Kopf and Patricia Kopf who represented that they are duly authorized in the premises and who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed for the uses and purposes in instrument mentioned. In testimony whereof, I hereunto set my hand and seal on the day and date last aforesaid.  
Ellen C. Ballinger My Commission Expires June 28, 1978  
NOTARY PUBLIC STATE OF OHIO

**COVENANTS & RESTRICTIONS**

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 twenty-six 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.

**ENFORCEMENTS**-Enforcements shall be proceedings at law or in equity against any person or persons violating or attempting to violate covenants either to restrain violation or to recover damages.

**SEVERABILITY**-Violation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- Each lot in the subdivision shall be used only for residential purposes. No building shall be erected, moved, or transported to remain on any lot other than the one designated on the subdivision plat with a private garage or carport for not more than two cars which may be attached to the principal dwelling or detached therefrom.
- The ground floor area of the main dwelling, exclusive of one-story porches and screens shall be not less than 1,000 square feet. There shall be no above ground swimming pools.
- The main structure of any building, except buildings on corner lots, shall be located at least 80 feet from the front property line and at least 20 feet from the back property line. The main structure of any building located on a corner lot shall be located 80 feet from the one street right of way line and at least 80 feet from the other street right of way line. The main structure of any building shall be located not less than 15 feet from any interior adjoining property line. For the purpose of this covenant, decks, overhangs, steps, open porches and car ports shall not be considered as part of the main structure. However, this shall not be construed to permit any portion of the structure to encroach upon another lot.

1- No dwelling shall be located or placed upon any lot having an area of less than 13,500 square feet.

5- No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet and one sign of not more than five square feet advertising the property for sale or rent. No signs shall be placed on the property during the construction and sale period.

6- 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 in reasonable numbers may be kept for the pleasure of the owner, but not for any commercial use or purpose. And except that no more than two horses may be kept, but not for commercial purposes on lots comprising 3.9 or more acres and in such case a barn or stable may be constructed on said lot to shelter said animals.

7- No lot shall be used as a dumpsite, as a dumping ground for rubbish, trash, garbage or other waste. No lot shall be kept except in sanitary condition. All incinerators or other equipment for the storage or disposal of solid material shall be kept in a clean, sanitary condition.

8- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat.

9- No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10- No structures of a temporary character, whether tent, shack, basement, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently except for temporary trailers as permitted on construction projects.

11- No fence wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above road ways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty feet from the intersection of the street lines. Cars, trailers, or recreational vehicles are not allowed in front of side yards.

12- Placing a horse trailer, farm trailer or boat trailer shall be prohibited, except: (1) that one trailer and one boat on a trailer may be kept on a lot as a garage or other accessory building or other use provided that its occupancy for human habitation be prohibited or business conducted therein while such trailer is so parked or stored.

I hereby certify that this subdivision plat of land owned by Indian Woods Estates is a correct representation of land surveyed and platted and reference monuments have been set on ground to exist as shown.

Douglas C. Lane

TRANSMITTED 7-26-78  
C. CURTIS COOPER  
BROWN COUNTY JUDITOR  
NOT NECESSARY FOR NOTARY

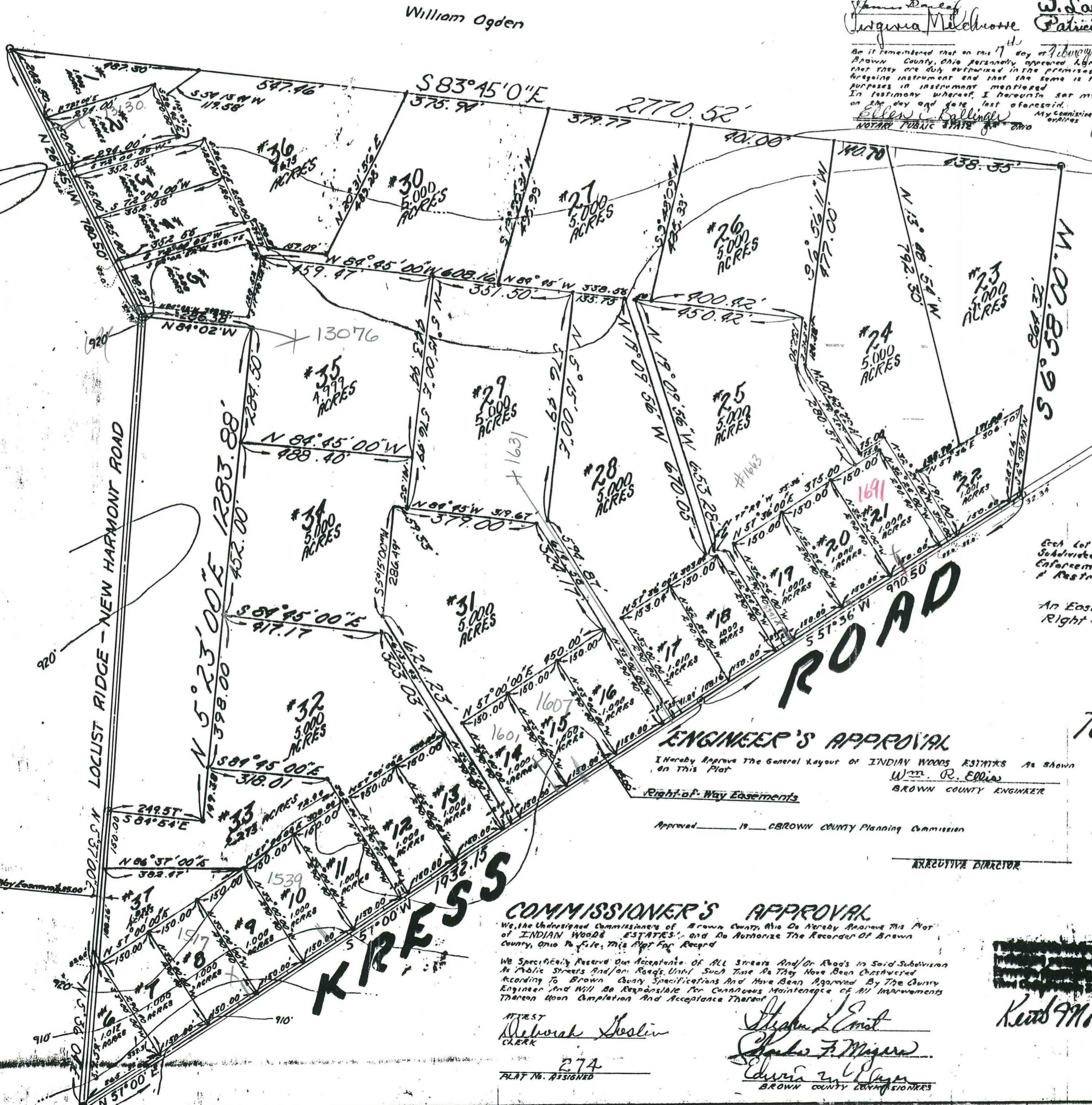
APPROVED  
JUL 26 1978  
WAX MAP DRAFTSMAN  
COUNTY ENGINEER  
BROWN COUNTY OHIO



**BALLINGER & ASSOCIATES  
ENGINEERING SERVICE'S**  
1030 Mt. Carmel Tobacco Rd. Cincinnati, OH 45230  
Drawn By: R.F. Date: 12/5/77 Scale: 1"=200' File no:

Each lot is to remain whole and may not be subdivided for any reason under the terms, enforcements and severability of the covenants & restrictions.  
An Easement of 25.00 Feet For Public Road Right-Of-Way Purpose Shall Exist.

**TOTAL ACREAGE  
90.296 Ac.**



**ENGINEER'S APPROVAL**  
I hereby approve the general layout of INDIAN WOODS ESTATES as shown on this plat.  
Wm. R. Eddies  
BROWN COUNTY ENGINEER

Approved \_\_\_\_\_ 19 \_\_\_\_\_ BROWN COUNTY Planning Commission  
EXECUTIVE DIRECTOR

**COMMISSIONER'S APPROVAL**  
We, the undersigned Commissioners of Brown County, Ohio do hereby approve this plat of INDIAN WOODS ESTATES, and do authorize the Recorder of Brown County, Ohio to file this plat for record.  
We specifically reserve our acceptance of all streets and/or roads in said subdivision as public streets and/or roads until such time as they have been dedicated according to Brown County specifications and have been approved by the County Engineer and will be responsible for continuous maintenance of all improvements thirteen months completion and acceptance thereof.  
ATTEST  
Rebecca Shelton  
CLERK  
274  
PLAT NO. ASSIGNED

Attest  
Sharon L. Ernst  
Charles F. Majors  
Christina M. Payne  
BROWN COUNTY COMMISSIONERS

Keats M. Pres.