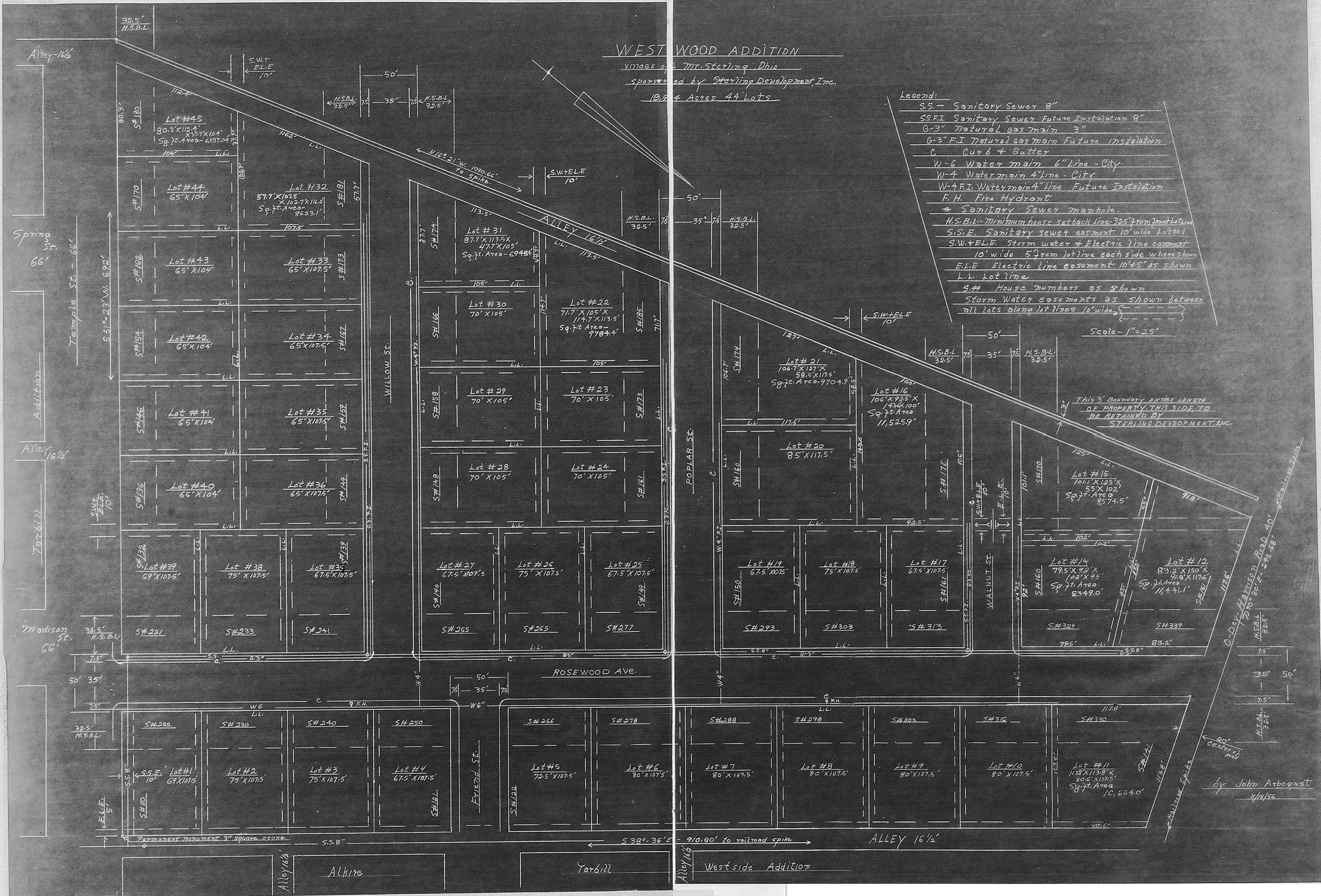


(For Plat See Pages 399 and 400.)
 (For description - Streets & Alleys, Reservation-Easements, Protective Covenants, Dedication and Acceptance. See pages 401-402)



Note: See OR Vol 28 pg. 1031 for interest and vacation of alley - Mt. Sterling Ordinance 1980-2
 12-29-95
 6/9/1980
 Op 022 as.

Description:

The annexed plat is a true and correct plat of Sterling Development, Inc.'s Westwood Addition to the Village of Mount Sterling, Madison County, the real estate which is embraced by the within plat being situated in the Village of Mount Sterling, County of Madison, State of Ohio, and bounded and described as follows:

Beginning at an iron pin at the intersection of the west line of a 16 1/2 foot alley and the north line of Temple Street in the Village of Mt. Sterling, Ohio; thence with said line of Temple Street S. 51° 23' W. 692 feet to a stake; thence N. 16° 21' W. 1090.66 feet to a railroad spike in the center line of the O'Way-Harrison Road; thence with said center line N. 70° 30' E. 295.68 feet to a railroad spike at the junction of said alley line produced with said center line; thence with said alley line S. 38° 36' E. 910.80 feet to the beginning, containing 10.94 acres of land, more or less, of which 4.77 acres are in Pleasant Township and 6.47 acres are in the Village of Mt. Sterling, Madison County, Ohio, a part of V. M. S. 6483-6945 and being the same tract, conveyed by Lilli M. Grabil, Executrix of the Estate of Clark W. Grabil to William Edwin Arbogast by deed dated July 5th, 1955, and recorded in Vol. 151, p. 386 of the Deed Records of Madison County, Ohio.

The above description from a survey by Helge S. Ekedahl, Madison County Engineer.

Being the same premises to which Sterling Development, Inc., acquired title by deed dated December 17, 1955, and recorded in Volume 152, page 109 of the Deed Records of Madison County, Ohio.

Irregular Lots.

Lots which are irregularly shaped are numbered, described beginning with the most easterly corner and proceeding thence clockwise, and contain the number of square feet as follows:

- No. 11: S. 51° 23' W. 107.5 feet - N. 38° 36' W. 117.8 feet - N. 70° 30' E. 113.6 feet - S. 38° 36' E. 80.6 feet - Containing 10,664.0 sq. ft.
No. 12: S. 70° 30' W. 150.0 feet - N. 16° 21' W. 91.8 feet - N. 70° 30' E. 117.6 feet - S. 38° 36' E. 83.2 feet - Containing 11,441.1 sq. ft.
No. 14: S. 51° 23' W. 92.0 feet - N. 38° 36' W. 102.0 feet - N. 70° 30' E. 95.0 feet - S. 38° 36' E. 79.5 feet - Containing 8,349.0 sq. ft.
No. 15: S. 51° 23' W. 101.1 feet - N. 16° 21' W. 125.0 feet - N. 70° 30' E. 55.0 feet - S. 38° 36' E. 102.0 feet - Containing 8,574.5 sq. feet.
No. 16: S. 51° 23' W. 149.6 feet - N. 16° 21' W. 100.0 feet - N. 51° 23' E. 106.0 feet - S. 38° 36' E. 92.5 feet - Containing 11,525.9 sq. ft.
No. 21: S. 51° 23' W. 106.7 feet - N. 16° 21' W. 127.0 feet - N. 51° 23' E. 58.5 feet - S. 38° 36' E. 117.5 feet - Containing 9,704.9 sq. ft.
No. 22: S. 51° 23' W. 114.7 feet - N. 16° 21' W. 113.5 feet - N. 51° 23' W. 71.7 feet - S. 38° 36' E. 105.0 feet - Containing 9,784.4 sq. ft.
No. 31: S. 51° 23' W. 87.7 feet - N. 16° 21' W. 113.5 feet - N. 51° 23' W. 44.7 feet - S. 38° 36' E. 105.0 feet - Containing 6,948.4 sq. ft.
No. 32: S. 51° 23' W. 102.7 feet - N. 16° 21' W. 116.2 feet - N. 51° 23' E. 57.7 feet - S. 38° 36' E. 107.5 feet - Containing 8,623.1 sq. ft.
No. 45: S. 51° 23' W. 80.3 feet - N. 16° 21' W. 112.4 feet - N. 51° 23' E. 37.7 feet - S. 38° 36' E. 104.0 feet - Containing 6,137.07 sq. ft.

Streets & Alleys.

All streets are fifty feet (50') wide, subject to a utility strip for, but not limited to, water lines, sanitary sewer lines, storm sewer lines, and other utilities, which utility strip is seven and one-half feet (7.5') in width along both sides of all streets, leaving thirty-five feet (35') after deducting said utility strips.

All alleys are sixteen and one-half feet (16.5') in width.

Reservations

A strip of land three feet (3') in width along the entire westerly side of said parcel and extending from Temple Street to the O'Way-Harrison Road, is hereby reserved to the proprietors.

Easements

The use of a utility strip or easement for utility purposes, for but not limited to gas, water, electric light, telephone lines and including all other utilities, which strip is five feet (5') in width, along the inside and rear of each lot, as marked on said plat, is hereby reserved for utility purposes.

Protective Covenants

All of the lots delineated upon the within plat are subject to the following protective covenants:

1. 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-five 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.
2. Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. 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.
5. No dwelling shall be permitted on lots four (4) through twelve (12) inclusive, and lots fourteen (14) through thirty-one (31) at a cost of less than Nine Thousand Dollars (\$9000.00); and no dwelling shall be permitted on any of the other lots at a cost of less than Six Thousand Five Hundred Dollars (\$6,500.00); such cost to be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 930 square feet for a one-story dwelling on Lots four (4) through twelve (12) inclusive and

lots fourteen (14) through thirty-one (31) inclusive, and not less than 820 square feet for a one-story dwelling on any of the other lots, nor less than 600 square feet for a dwelling of more than one story.

6. 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 setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 32.5 feet to the front lot line, or nearer than five feet (5') to any side street line, except that on all lots abutting 16 1/2' alley no building shall be located nearer than ten feet (10') to the property lines of said alleys. No building shall be located nearer than five feet (5') to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located five feet (5') or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than five feet (5') to the rear lot line.

7. No dwelling shall be erected or placed on any lot having a width of less than twenty-six feet (26') at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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

10. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. 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.

Dedication

Sterling Development, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, and having its office and principal place of business at Mount Sterling, Madison County, Ohio, does hereby dedicate the streets and alleys as delineated upon the within plat, for public purposes. Dated: June 11, 1956.

Signed and acknowledged in the presence of:

Robert E. Wright
Harriett Ray

Sterling Development, Inc.
By: Edwin Arbogast
Edwin Arbogast, President
J. W. Jacobs
J. W. Jacobs, Vice-President
John Arbogast
John Arbogast, Secretary

State of Ohio,)
(55
Madison County,)

On this 11th day of June, 1956, before me, the subscriber, a Notary Public for the State of Ohio, personally appeared Edwin Arbogast, J. W. Jacobs, and John Arbogast, as President, Vice-President and Secretary, respectively, of Sterling Development, Inc., the corporation which executed the foregoing instrument, and acknowledged that they did sign said instrument as such officers in behalf of said corporation and by authority of its Board of Directors; and that said instrument is their free act and deed individually and as such officers, and the free and corporate act and deed of said Sterling Development, Inc.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above mentioned.

(Seal) Robert E. Wright
Robert E. Wright, Notary Public for the State of Ohio
My Commission Expires March 8th, 1958.

Acceptance

I, Harold L. Rice, Sr., Clerk of the Village of Mount Sterling, Madison County, Ohio, do hereby certify that the within plat was accepted by the Council of said Village of Mount Sterling by Ordinance No. 1956-3, which was adopted June 11, 1956.

Harold L. Rice Sr.
Harold L. Rice Sr., Clerk of the
Village of Mount Sterling, Ohio

Transfer

Transferred this 15 day of September, 1956.
Forrest R. Hanson
Auditor, Madison County, Ohio.
Wm Cypher.

Received: Sept. 18, 1956 at 10:21 o'clock A. M.
Recorded: Sept. 18, 1956.