

PROTECTIVE COVENANTS

1. All lots in the within subdivision shall be known and described as single-family residential lots.
2. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.
3. No lot shall hereafter be subdivided into parcels for additional residential purposes.
4. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than seven hundred sixty eight (768) square feet for a one story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story.
5. No building shall be located closer than five (5) feet to any side lot line, nor shall the sum of the side yard spaces be less than fifteen (15) feet and said structure shall not be located nearer the front lot line than the indicated set-back, except corner lots which may have a minimum twenty-five (25) foot set-back, nor shall said building be located nearer the rear lot line than twenty five (25) feet. The above covenant does not include steps, eaves or open porches.
6. No trailer, tent, basement, shack, garage, barn or other outbuilding erected in this plat shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. No fence shall be erected nearer the front lot line than twenty-five (25) feet unless some shall be a hedge or shrub growth not to exceed four (4) feet in height.
8. No sign or billboard except professional or "FOR SALE" signs shall be erected on any lot in this plat; and no barn, stable, or other outbuilding for housing domestic animals or poultry shall be erected on the premises, nor shall any domestic animals or poultry be permitted.
9. No noxious or offensive trade 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. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods, unless by a vote of a majority of the property owners in this plat, these covenants and restrictions are amended or terminated.
11. The covenants and restrictions shall be enforceable by injunction and otherwise by the grantor, its successors or assigns.
12. Invalidity of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
13. The narrow side of the lot abutting a street shall be considered the front.

7.350 Acres in City of London
0.723 Acre in County
8.073 Acres in Section One

Approved this 2 day of Feb., 1956

Harold Jennings
Director of Public Services

We, the undersigned, being all the owners and lienholders of the lands herein platted, do hereby dedicate the streets shown on the plat to the public use forever.

Easements shown on the plat are for the construction, operation, repair, maintenance, replacement or removal of water, sewer, gas, electric telephone or other utility line or services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

Signed and acknowledged
in the presence of:

FIRST LONDON BUILDERS, INC.

D. E. Rhodes
Francis R. Dempsey

Fred K. Johnson President
Carter C. Willsey Secretary

State of Ohio, County of Montgomery, ss.
Be it remembered that on this 2 day of Feb., 1956, before me, the undersigned, a Notary Public in and for said county and state, personally came said First London Builders, Inc. by Fred K. Johnson, its president and Carter C. Willsey, its secretary to me known and acknowledged the signing and execution of the within plat to be its voluntary act and deed.

In testimony whereof, I have hereunto set my hand and notary seal on the day and date above written.

Francis R. Dempsey
Notary Public in and for Montgomery County, Ohio.

FRANCIS R. DEMPSEY, Notary Public
in and for Montgomery County, Ohio
My Commission Expires April 25, 1959

The within plat is a subdivision of 8.073 acres out of land conveyed to First London Builders, Inc. as recorded in Book 152, page 85 of the Deed Records of Madison County, Ohio.

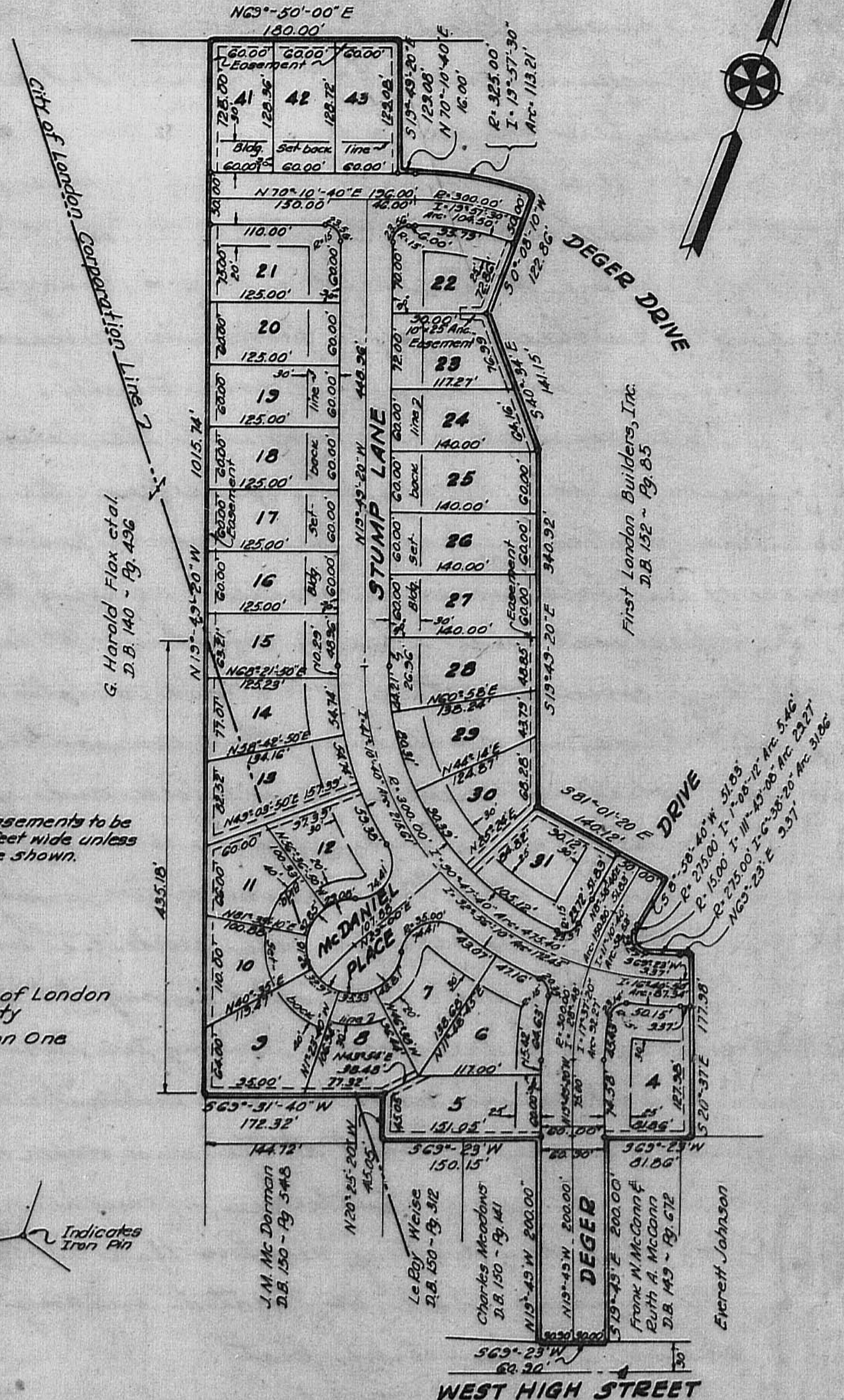
The measurements are certified correct and monuments are set as shown. Curved distances are measured on the arc.
Ralph L. Woolpert Company

by:

Francis R. Jones
Madison County Recorder
By: Katherine S. Jones, Deputy

Filed for record this 13 day of February, 1956 at 11:41 A.M. Recorded this 13 day of February, 1956. Plat Book 1 Page 384

G. Harold Flax et al.
D.B. 143 - Pg. 570



RECORD PLAN LONDON TERRACE SUBDIVISION SECTION ONE

LOCATED IN
CITY OF LONDON & K.M.S. - N8742
UNION TOWNSHIP
MADISON COUNTY, OHIO
CONTAINING 8.073 ACRES
SCALE: 1" = 100'

RALPH L. WOOLPERT CO.
Consulting Engineers
Dayton, Ohio - January 1956

Date Feb. 2, 1956.
State of Ohio, County of Montgomery, ss.
Fred K. Johnson being duly sworn, says that all persons and corporations, to the best of his knowledge interested in this dedication, either as owners or lienholders, have united in its execution.

Fred K. Johnson
In testimony whereof, I have hereunto set my hand and notary seal on the day and date above written.

Francis R. Jones
Notary Public in and for Montgomery County, Ohio.
FRANCIS R. JONES, Notary Public
in and for Montgomery County, Ohio
My Commission Expires April 25, 1958