



### 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 twelve (12) 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 out building erected in this plot 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 same 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 plot; and no barn, stable, or other out building for housing domestic animals or poultry shall be erected on the premises, nor shall any domestic animals or poultry be permitted, except household pets.
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 plot, 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. Invalidation of any one of these covenants and restrictions by judgement 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.

The within plot is a subdivision of 4.067 acres out of land conveyed to Ninth Meadowdale, Inc. as recorded in Book 155, 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 acre.

RALPH L. WOOLPERT COMPANY  
By: Ralph L. Woolpert

### RECORD PLAN LONDON TERRACE SUBDIVISION SECTION TWO

LOCATED IN  
CITY OF LONDON  
MADISON COUNTY, OHIO  
CONTAINING 4.067 ACRES

SCALE 1"=100'

RALPH L. WOOLPERT CO.  
CONSULTING ENGINEERS  
DAYTON 2, OHIO - JUNE 1960

We, the undersigned, being all the owners and lienholders of the lands herein platted, do hereby dedicate the streets shown on the plot 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:

NINTH MEADOWDALE INC.

By: Carter C. Willsey  
CARTER C. WILLSEY PRESIDENT

By: Thomas L. Deger  
THOMAS L. DEGER SECRETARY

U.S. STEEL HOMES CREDIT CORPORATION

By: Richard C. Dyas  
RICHARD C. DYAS VICE-PRESIDENT

By: W.L. Rollins  
W.L. ROLLINS ASST. SECRETARY

State of Ohio, County of Montgomery, ss.  
Be It Remembered, that on this 11<sup>th</sup> day of June, 1960, before me, the undersigned, a Notary Public in and for said county and state, personally came the above named NINTH MEADOWDALE INC., by Carter C. Willsey, its President and Thomas L. Deger, its Secretary, who acknowledged that they did sign the within plat and that the same is the free and voluntary act of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand and official seal on the day and date above written.

Irene Barney  
Notary Public  
My Commission Expires

State of Indiana, County of Floyd, ss.  
Be It Remembered, that on this 21<sup>st</sup> day of June, 1960, before me, the undersigned, a Notary Public in and for said county and state, personally appeared said U.S. Steel Homes Credit Corporation, by Richard C. Dyas, its Vice-President and W.L. Rollins, its Assistant Secretary, who acknowledged that they did sign the within plat and that the same is the free and voluntary act of said Corporation, and the free and voluntary act of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand and official seal on the day and date above written.

W.M. Leonard  
Notary Public  
My Commission Expires

DATE JUN 17, 1960.

State of Ohio, County of Montgomery, ss.

Carter C. Willsey, being duly sworn, says that all persons and corporations to the best of his knowledge, interested in this dedication, either as owners or lien holders, have united in its execution.

Carter C. Willsey  
CARTER C. WILLSEY

In Testimony Whereof, I have hereunto set my hand and official seal on the day and date above written.

Irene Barney  
Notary Public  
My Commission Expires

Fee: Transferred this 13 day of July, 1960.

FORREST R. HANSON  
Madison County Auditor

Approved this 13 day of July, 1960.

George W. Wickline  
Director of  
Public Works

Filed for record this day of 1960 at M. Recorded this day of 1960. Plot Book Page

Approval this 13 day of July, 1960.

John S. Lewis  
Board of Public Utilities,  
Chairman.

London Terrace Subdivision - Section Two - London, Ohio

No. 46220 - Fee: \$2.08

Transferred: July 13, 1960

Received: July 15, 1960 - Recorded: July 15, 1960

Norman W. Jones, Recorder - Original filing on back of page 430.