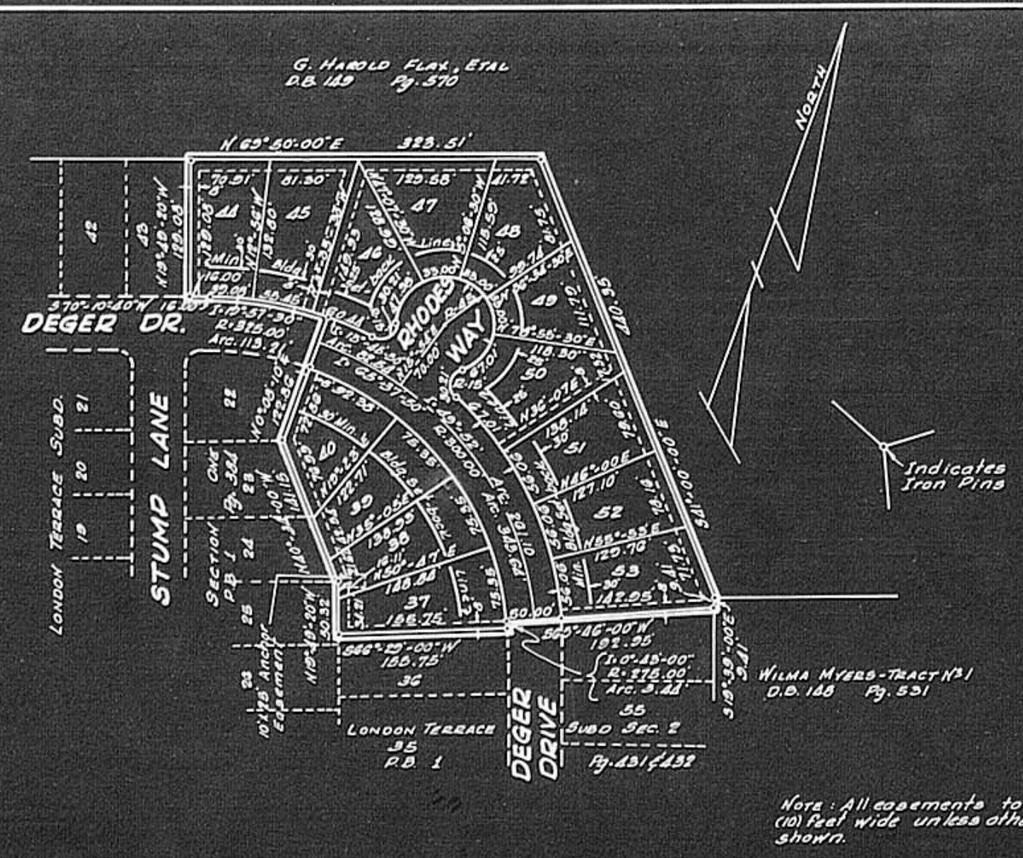
For Affidavit correcting dimensions etc., of Lots 46, 47, 48 and 50, see Miscellaneous Record Volume 4 page 365.

Norman K. Jones

RECORDER, MADISON COUNTY, OHIO



Note: All easements to be ten (10) feet wide unless otherwise shown.

RECORD PLAN
LONDON TERRACE SUBDIVISION
SECTION THREE

LOCATED IN
CITY OF LONDON
MADISON COUNTY, OHIO
CONTAINING 3.297 ACRES

SCALE 1" = 100'

RALPH L. WOOLPERT CO.
CONSULTING ENGINEERS
DAYTON 2, OHIO - JUNE, 1961

PROTECTIVE COVENANTS & RESTRICTIONS

1. All lots in the within subdivision shall be known and described as single-family residential lots.
2. No structure 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 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 garage, shall not be less than seven hundred sixty eight (768) square feet for a one story dwelling, nor less than six hundred (600) square 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) feet 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 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 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, 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 extented for successive ten (ten) 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 enforcible 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 plat is a subdivision of 3.297 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 arc.

RALPH L. WOOLPERT COMPANY

BY: [signature]

We, the undersigned, being all the owners and lien holders 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 lines 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:

Mary Jane Weire
Florence M. Turner

NINTH MEADOWDALE, INC.
Carter C. Willsey — CARTER C. WILLSEY, PRESIDENT
Thomas L. Deger — THOMAS L. DEGER, SECRETARY

U.S. STEEL HOMES CREDIT CORPORATION

Judy Smith
Lois Cottingham

Richard C. Dyas — RICHARD C. DYAS, VICE-PRESIDENT
W. L. Rollins — W. L. ROLLINS, ASS'T SECRETARY

State of Ohio, County of Montgomery, s.s.
Be It Remembered, that on this 10th day of July, 1961, 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 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

State of Indiana, County of Floyd, s.s.
Be It Remembered, that on this 13th day of July, 1961, 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, it 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 official seal on the day and date above written.
In Testimony Whereof, I have hereunto set my hand and official seal on the day and date above written.

NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 30, 1961

DATE July 13, 1961.
State of Ohio, County of Montgomery s.s.
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 lienholders, 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
IRENE BARNEY, Notary Public
In and for Montgomery County, Ohio
My Commission Expires April 3, 1965

Fee: _____
Transfered this 15 day Aug., 1961.

Forrest R. Hanson
Madison County Auditor

Approved this 9 day of Aug., 1961.

George Hurkline
Director of Public Works

Filed for record this ___ day of _____, 1961 at _____ M. Recorded this day of _____, 1961. Plat Book ___ Page _____.

Madison County Recorder

Approval this 11th day of August 1961.

Board of Public Utilities, Chairman.

Checked By: _____ #2001 N.E.G.
Checked By: _____

London Terrace Subdivison - Section Three

No. 48475 - Fee: $2.20

Transferred: August 15, 1961

Recieved: Aug. 29, 1961 at 1:25 P.M. - Recorded: Aug. 29, 1961

Norman K. Jones, Recorder - original filing on back of page 448