



I certify the attached plat of survey and subdivision to be correct.

*Gordon R. Neal*  
 GORDON R. NEAL  
 Registered Surveyor  
 Ohio License No. 3880

**WESTMOOR SUBDIVISION  
 BLOCK "A"**



No. 36664 - Fee \$3.80 (BLOCK "A")  
WESTMOOR SUBDIVISION-VIRGINIA MILITARY SURVEY NO. 8742  
CITY OF LONDON-MADISON COUNTY, OHIO  
By: G. Harold Flax. (For Plat See Next Page).



We, the undersigned, G. Harold Flax and Evelyn D. Flax, do hereby certify that the accompanying plat of Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 51, 56, 57, 60, 61, 64, 65, 80, 81 and 82 inclusive, correctly represents our Westmoor Subdivision, Block "A," situated in the City of London, County of Madison, State of Ohio, being a part of Virginia Military Survey No. 8742 and being 4.711 acres out of an 82.63 acre tract conveyed by Omer S. and Alice Thacker to G. Harold and Evelyn D. Flax by deed dated April 15th, 1954 and recorded in Vol. 149, page 570 of the Deed Records of Madison County, Ohio, and a part of 12.90 acres conveyed by E. W. and Aimee Robinson to said Flax by deed dated July 3rd, 1954 and recorded in Vol. 150, page 70 of said Deed Records, and all of 0.33 acres conveyed by Ernest L. Messinger to said Flax by deed dated October 7th, 1954 and recorded in Vol. 150, page 252 of said Deed Records.

The dimensions of lots and streets are shown on the attached plat in feet and decimal parts thereof. All streets not heretofore dedicated are hereby dedicated for public use.

In Witness thereof, G. Harold Flax and Evelyn D. Flax, his wife, have hereunto set their hands this 24 day of May, 1955.  
Witnesses: Mary J. Judger  
Audrey E. M. Caulley.  
Signed: G. Harold Flax  
Evelyn D. Flax.

State of Ohio, County of Madison, S.S.

Before me, a Notary Public, in and for said County, personally appeared the above named G. Harold Flax and Evelyn D. Flax, his wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.

In Witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 24 day of May, 1955.

(Seal) Audrey E. M. Caulley, Notary Public  
My Commission Expires: July 7, 1957.

Approved and accepted by the Council of London, Ohio. By ordinance No. 1071.

Passed this 26 day of February, 1955.

Approved by Service Director this 26 day of February, 1955.

Harold Farrington, Service Director.

(Gordon Russell Neal & Associates, Engineers & Surveyors)  
Temperance at Wm. N. Saffell Bldg.  
Cincinnati 6, Ohio, Capital 5500  
Scale 1" = 50'. Drawn: D. E. S. - Checked: S. P. H.  
Date 5-10-55 - Job. No. 55-D-87.

### RESTRICTIVE COVENANTS.

Whereas, G. Harold Flax and Evelyn D. Flax, are, at this date, the owners of the entire tract of land comprising Westmoor Subdivision Block "A" in the City of London, Madison County, Ohio, the several lots thereof being numbered consecutively from 1 to 9, both inclusive, and, also, lots numbered 51, 56, 57, 60, 61, 64, 65, 80, 81 and 82, the plat of which was filed for record on the 24th day of May, 1955, and recorded in Plat Book No. 1, page 314, Recorder's Office, Madison County, Ohio; and

Whereas, it is contemplated that the various lots, singly or otherwise, shall be sold to diverse persons, and that suitable improvements shall be erected thereon;

Now, therefore, for the benefit and protection of the present and future owners of the several lots, and for the purpose of inducing the purchase thereof, by prospective purchasers, the following protective covenants are hereby adopted to govern the future use and improvement of said property:

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 and no building shall be erected, altered, placed, or permitted to remain on any lot other than a one or two family dwelling not to exceed two stories in height and a private garage for not more than two cars for each residential unit, except Lots No. 52 (existing dwelling), No. 1, No. 80, No. 81 and No. 82.

5. No dwelling shall be permitted on any lot at a cost of less than \$8,500.00 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 be not less than 800 square feet for a one-story dwelling, nor less than 1200 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 than the minimum building setback lines shown on the recorded plat except Lots No. 1, No. 52, No. 80, No. 81 and No. 82.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or other instruments.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall be carried

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~~on upon any lot~~, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

10. 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 may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

In Witness Whereof, the said H. Harold Flax and Evelyn D. Flax, husband and wife, each of whom hereby released his right of dower, have signed this instrument on the 25th day of May, 1955.

Signed and acknowledged  
in the presence of:

Mary J. Snyder  
Mary J. Snyder as to 1 and 2.  
D. H. Jackman  
D. H. Jackman as to 1.  
Audrey E. M<sup>c</sup>Cauley  
Audrey E. M<sup>c</sup>Cauley as to 2.

1. H. Harold Flax.  
H. Harold Flax.  
2. Evelyn D. Flax  
Evelyn D. Flax.

State of Ohio, Madison County, S.S.:

Be it remembered that on this 25th day of May, A.D., 1955, before me, the subscriber, a Notary Public in and for said county, personally came the above named H. Harold Flax and Evelyn D. Flax, the sole owners, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(Seal) Mary J. Snyder  
Mary J. Snyder, Notary Public  
Madison County, Ohio. My  
commission expires 9/1/56.

Transferred - May 26, 1955.

Received - May 26, 1955 at 3:35 o'clock P.M.

Recorded - May 27, 1955,

Norman K. Jones  
Recorder Madison Co., Ohio