SPINNING HILLS

SECTION NO. 6

Being a plat of 7.004 acres in the Southwest Quarter of Section 16, Town 2, Range 7, M.R.S. Mad River Township, Montgomery County, Ohio being part of land conveyed to Rodenbeck Realty and Development Co. by deed recorded in D.B. 1708 pg. 459 and to Herman Stier and Marie Stier by deed recorded in D.B. 1046 pg. 548 of the deed records of Montgomery County.

Scale 1"-60'

September, 1955

We, the undersigned, being the owners and lienholders of the lands herein platted do hereby voluntarily consent to the execution of said plat and dedicate the streets as shown here on to the public use forever.

Easements shown on the plat are for the construction, operation, maintainance, repair, replacements or removal of gas, water, sewer, 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 of ingress and egress to the property for said purposes and are to be maintained as such forever.

Signed and acknowledged in the presence of:

Clifford Rachford

Angelo Domofrio

William M. Chick

J B Feist Jr.

Rodenbeck Realty and Development Company

Arthur C Rodenbeck
President

Paul A Rodenbeck
Assistant Secretary

Herman Stier
Herman Stier

Marie Stier
Marie Stier

State of Ohio, County of Montgomery, S.S.

Be it remembered that on this 8th day of Sept. 1955 before me a notary public in and for said county personally came Rodenbeck Realty and Development Company by Arthur C. Rodenbeck its president and Paul A. Rodenbeck its assistant secretary, and Herman Stier, and his wife, Marie Stier to me known and acknowledged the signing of the within plat to be their voluntary act and deed.

In testimony whereof I have hereunto set my hand and Notorial Seal on the day above written.

Joseph J. Carey
Notary Public in and for Montgomery County, Ohio

JOSEPH J. CAREY, Notary Public
In and for Montgomery County, Ohio
My Commission Expires May 13, 1957

State of Ohio, County of Montgomery, S.S.

Arthur C. Rodenbeck, 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.

Arthur C. Rodenbeck

In testimony whereof I have hereunto set my hand and Notorial Seal on the day written above.

Joseph J. Carey
Notary Public in and for Montgomery County, Ohio

JOSEPH J. CAREY, Notary Public
In and for Montgomery County, Ohio
My Commission Expires May 13, 1957

HILLS

0.6

st Quarter of Section 16,
Montgomery County, Ohio
ch Realty and Development
o Herman Stier and Marie
he deed records of Montgomery

September, 1955

~PROTECTIVE COVENANTS~

1. 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 one and one-half stories in height and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot at a cost of less than $7500 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 the 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 1000 square feet for a one story dwelling, nor less than 720 square feet for a dwelling of more than one story.
3. 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 set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.
5. 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.
6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
7. 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.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
9. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority.
10. No individual sewage-disposal system shall be permitted on any lot unless such system is designed and constructed in accordance with the requirements, standards and recommendations of the local public health authority.
11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 ft. from the intersection of the street lines, or in the case of a rouned property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
12. These covenants and restrictions are to run with the land and be binding on all who claim under them until Sept. 1975 at which time said covenants and restrictions are automatically extended for successive ten year periods unless by a majority of property owners in the subdivision these covenants and restrictions are amended or terminated.

All measurements are certified correct and monuments set as shown.
Curve distances are measured on the arc.

—o— Denotes iron pin

William H. Kruspohl
Registered Surveyor of Ohio No. 3954
4800 Airway Road Dayton 3, Ohio

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cknowledged the signing of the within plat to be their
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written.

Joseph J. Carey
Notary Public in and for Montgomery County, Ohio
JOSEPH J. CAREY, Notary Public
in and for Montgomery County, Ohio
My Commission Expires May 13, 1957

County of Montgomery, S.S.
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CITY OF DAYTON, OHIO
APPROVED BY CITY PLAN BOARD
Robert A. Flynn
Planning Director
Date Oct 13 1955
APPROVED BY DIRECTOR OF SERVICE & BLDGS.
Supervisor of Plats
Date Oct. 13, 1955

TRANSFERRED
COUNTY AUDITOR
1955 OCT 17

File No. 00-63
Transferred 10-17-55
Received 10-17-55
Time 12:22 P.M.
Recorded 10-17-55
Fee $ 9.00
CHARLES S. HECK
Montgomery County Recorder