

ELMHURST VILLAGE NO. 1

Scale 1" = 50'
Iron pins shown Plus (+)

PROTECTIVE COVENANTS

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 ten 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. Violation of any one of these covenants by judgment or by court order shall in no wise effect any of the provisions which shall remain in full force and effect.
4. 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 two and one-half stories in height and a private garage for not more than two cars.
5. No dwelling shall be permitted on any lot of a cost of less than \$10,000 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the lot 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 maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 840 square feet for a one-story dwelling, nor less than 660 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 or nearer to the side street line than the minimum building setback lines shown on the record plat. In any event no building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than twenty-five feet to any side street line, except that on all lots abutting Elm Street no building shall be located nearer than thirty feet to the street property line. No building shall be located nearer than five feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty-five feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than five feet to the rear lot line. For the purposes of this covenant, awes, 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.
7. No dwelling shall be erected or placed on any lot having a width of less than fifty-five feet of the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand square feet.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
9. No noxious or offensive activity 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. No structure of a temporary character, heater, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
11. 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.
12. 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.

We the undersigned, John Bridgman, President and Charles D. Richmond, Secretary of The Madison Development Company pursuant to a resolution passed by the Board of Directors on the 17th day of March 1955, do hereby certify the attached plat to be a correct representation of The Madison Development Company's "Elmhurst Village No. 1", a subdivision of a 6.754 acre tract out of the 18.518 acre tract conveyed to The Madison Development Company by deed of record in Deed Book 151, Page 33, Recorder's Office, Madison County, Ohio.

The dimensions of all lots, avenues, streets, easements and building lines are in feet and decimal parts thereof, dimensions on curves are chord dimensions. The avenues and streets not heretofore dedicated to public use as such are hereby so dedicated. Easements are reserved and given where indicated on the plat for public utility purposes above and beneath the ground. The Protective Covenants attached are a part of the dedication.

Witnesses: John D. Miller John Bridgman, PRESIDENT
Charles D. Richmond, SECRETARY

State of Ohio
 County of Madison SS

Before me a Notary Public in and for said county personally appeared the above named John Bridgman, President and Charles D. Richmond, Secretary of The Madison Development Company who acknowledge the signing of the foregoing instrument in behalf of The Madison Development Company and by authority of Board of Directors to be their free act and deed, and as such President and Secretary the free corporate act of The Madison Development Company.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 17 day of March 1955

NOTARY PUBLIC, MADISON COUNTY, OHIO
 My Commission Expires _____

Approved this 17 day of March 1955

Harold Farnsworth
 HAROLD FARNSWORTH, SERVICE DIRECTOR, CITY OF LONDON, OHIO

James W. Kautz
 JAMES W. KAUTZ, COUNCILMAN, CITY OF LONDON, OHIO

Approved by resolution of Council of the City of London, Ohio, March 17, 1955.

Transferred this 21ST day of March 1955

Frank P. Hanson
 FRANK P. HANSON, AUDITOR, MADISON COUNTY, OHIO

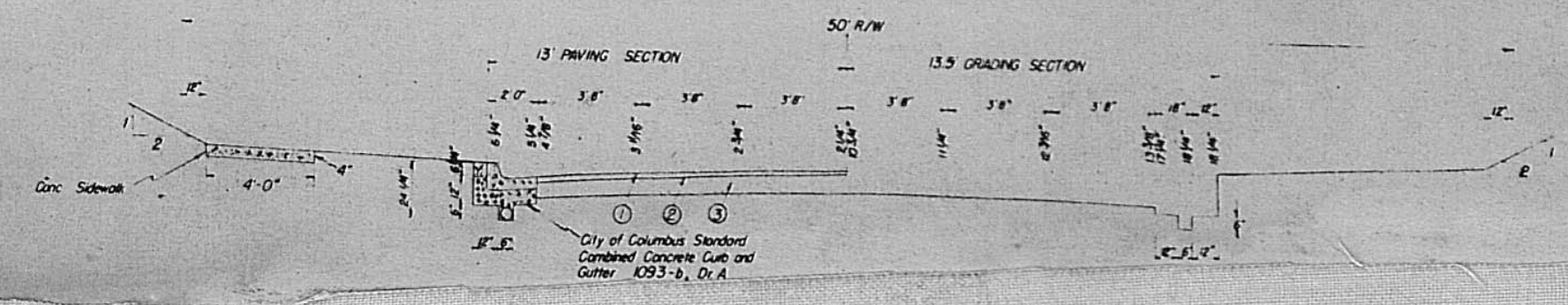
Filed for record at 2:07 PM this 21 day of March 1955

Recorded this 21 day of March 1955
 in Plat Book 1, Page 362
 Fee \$ 2.34

John K. Gorman
 JOHN K. GORMAN, RECORDER, MADISON COUNTY, OHIO

TYPICAL MINIMUM STREET SECTION

- 1 1/2" min Asphaltic Concrete (T-35)
- 2 0.35 gallons per sq. yd. RT-2 or RT-3 prime coat
- 3 7" minimum compacted crushed stone or gravel placed and compacted in two equal layers.



THE THOMAS ENGINEERING & SURVEYING CO.
 3203 W. BROAD ST.
 COLUMBUS 4, OHIO

Robert G. Miller
 REGISTERED ENGINEER & SURVEYOR

Elmhurst Village No. 1, London, Ohio (Ordinance No. 1094 - See Misc. Record Plat. 4, page 84.)
 No. 36275 - Fee: \$ 2.34
 Received: Mar. 21, 1955 at 10:45 A.M.
 Recorded: Mar. 21, 1955
 Gorman & Gorman, Recorder



ELMHURST VILLAGE NO. 1

Scale 1" = 50' Iron pins shown thus ○

We the undersigned, John Bridgman, President and Charles D. Richmond, Secretary of The Madison Development Company pursuant to a resolution passed by the Board of Directors on the 17th day of March 1955, do hereby certify the attached plat to be a correct representation of The Madison Development Company's "Elmhurst Village No. 1", a subdivision of a 6.754 acre tract out of the 18.518 acre tract conveyed to The Madison Development Company by deed of record in Deed Book 151, Page 33, Recorder's Office, Madison County, Ohio.

The dimensions of all lots, avenues, streets, easements and building lines are in feet and decimal parts thereof, dimensions on curves are chord dimensions. The avenues and streets not heretofore dedicated to public use as such are hereby so dedicated. Easements are reserved and given where indicated on the plat for public utility purposes above and beneath the ground. The Protective Covenants attached are a part of the dedication.

Witnesses: John D. Weather JOHN BRIDGMAN, PRESIDENT
Charles D. Richmond CHARLES D. RICHMOND, SECRETARY

State of Ohio 55
 County of Madison

Before me a Notary Public in and for said county personally appeared the above named John Bridgman, President and Charles D. Richmond, Secretary of The Madison Development Company who acknowledge the signing of the foregoing instrument in behalf of The Madison Development Company and by authority of Board of Directors to be their free act and deed, and as such President and Secretary the free corporate act of The Madison Development Company.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 17th day of March 1955
Notary Public, Madison County, Ohio
 My Commission Expires March 28, 1957

Approved this 17 day of March 1955
Harold Farrington HAROLD FARRINGTON, SERVICE DIRECTOR, CITY OF LONDON, OHIO
Douglas W. Davis
William J. ... WILLIAM J. ..., COUNCILMAN, CITY OF LONDON, OHIO

Approved by resolution of Council of the City of London, Ohio, March 17, 1955.

Transferred this 21st day of March 1955
Frank P. Johnson AUDITOR, MADISON COUNTY, OHIO

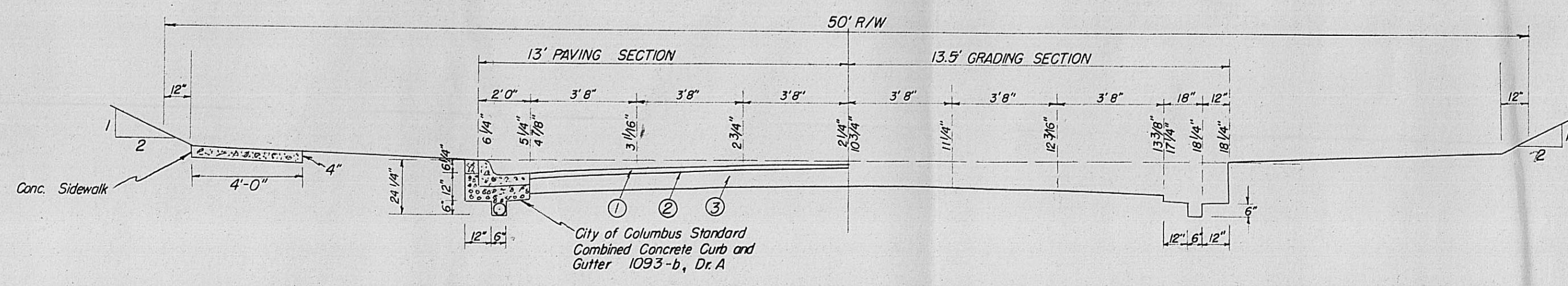
Filed for record at 10:40 AM this 21 day of March 1955
Notary Public 1955
 Recorded this 21 day of March 1955
 in Plat Book 1, Page
 Fee \$

PROTECTIVE COVENANTS

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 ten 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 lie 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 by court order shall in no wise affect any of the provisions which shall remain in full force and effect.
4. 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 two and one-half stories in height and a private garage for not more than two cars.
5. No dwelling shall be permitted on any lot at a cost of less than \$10,000 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the lot 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 840 square feet for a one story dwelling, nor less than 660 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 or nearer to the side street line than the minimum building setback lines shown on the record plat. In any event no building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than twenty-five feet to any side street line, except that on all lots abutting Elm Street no building shall be located nearer than thirty feet to the street property line. No building shall be located nearer than five feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty-five feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than five 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.
7. No dwelling shall be erected or placed on any lot having a width of less than fifty-five feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand square feet.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
9. No noxious or offensive activity 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. 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.
11. 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.
12. 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.

TYPICAL MINIMUM STREET SECTION

- ① 1/2" min. Asphaltic Concrete (T-35)
- ② 0.35 gallons per sq. yd. RT-2 or RT-3 prime coat.
- ③ 7" minimum compacted crushed stone or gravel placed and compacted in two equal layers.



THE THOMAS ENGINEERING & SURVEYING CO.
 3203 W. BROAD ST. COLUMBUS 4, OHIO
Robert G. Watts
 REGISTERED ENGINEER & SURVEYOR