

ENGINEER'S CERTIFICATE: DESCRIPTION:

The Graham's Addition to Cridersville is laid out on part of the North-east Quarter and part of the North-west Quarter of Section No. Thirty Five (35) Township Four (4) South, Range Six (6) East, Duchauquet Township, Auglaize County, Ohio, more fully bounded as follows, to-wit: Beginning at a point in the center of the United States Route No 25, Four hundred and eighteen (418) feet south of the intersecting point of the said center line and the Allen and Auglaize County line; thence west Six hundred ninety nine (699) feet to a point; four hundred and seven and five tenths (407.5) feet south of the said County line; thence North ninety (90) feet; thence East twenty five and five tenths (25.5) feet to a point in the 1/2 Section line Three hundred Seventeen and five tenths (317.5) feet South of the said County line. Thence North along the half section line Three hundred seventeen and five tenths (317.5) feet, to the Auglaize and Allen County line; thence West along said County line Five hundred and forty five and forty six hundredths (545.46) feet; thence South Seven hundred sixty seven and seven hundredths (767.07) feet to a point in the north line of Lot No 20 in the David Weavers Addition; thence West Seven and five tenths (7.5) feet to the North-west corner of the said Lot; thence south on the west line of this lot, One hundred and fifty (150) feet to the north line of the alley; thence East along the north line of the said alley Four hundred (400) feet to the east line of Lot No 14 of the said Weaver addition; thence North along the said East line one hundred and fifty (150) feet; thence East along the north line of Lot No 13, 12 and 11 of the said addition One hundred and fifty feet to the Hulp Section line; thence continuing East Six hundred seventy four and twenty five hundredths (674.25) feet to the center line of the said United States Route; thence North along the said center line Three hundred forty eight and ninety seven hundredths (348.97) feet to the place of beginning, containing in all 15 acres of land and lots No. 14, 15, 16, 17, 18, 19 and 20 of the David Weavers Addition.

I hereby certify that this attached map is a true and correct delineation of the Graham's Addition to Cridersville, Ohio as surveyed by me August 14, 15 and 16, 1940.

C.R. Gordon
C.R. Gordon, Surveyor, Lima, Ohio

DEDICATION:

Know all men by these presents, the undersigned owner of the above described land do hereby dedicate the streets as hereon shown to the public for public highway use only forever. In witness where of the owners do affix their signature this 21 day of August 1940.

WITNESSES

H.A. Shaw
Ada B. Shaw

OWNER
C.R. Graham

ACKNOWLEDGEMENT:

Before me a Notary Public in and for said county of Auglaize, personally appeared the above signed owners and acknowledged the signing of the foregoing instrument to be their free act and deed. In testimony whereof I have affixed my hand and Notarial Seal this 21st day of August 1940.

Herbert A. Shaw

Notary Public

My commission expires Aug. 29, 1941.

PLATTING COMMISSIONER:

Approval by the platting commissioner of Cridersville.
This 21 day of August 1940.

Arthur C. Katterhennrich

Platting Commissioner

AUGLAIZE COUNTY Auditor's certificate -

Filed for transfer this 22 day August 1940

H.A. Katterhennrich

Auglaize County Auditor Per O.F. Lusk
Deputy Assessor

AUGLAIZE COUNTY RECORDER'S CERTIFICATE:

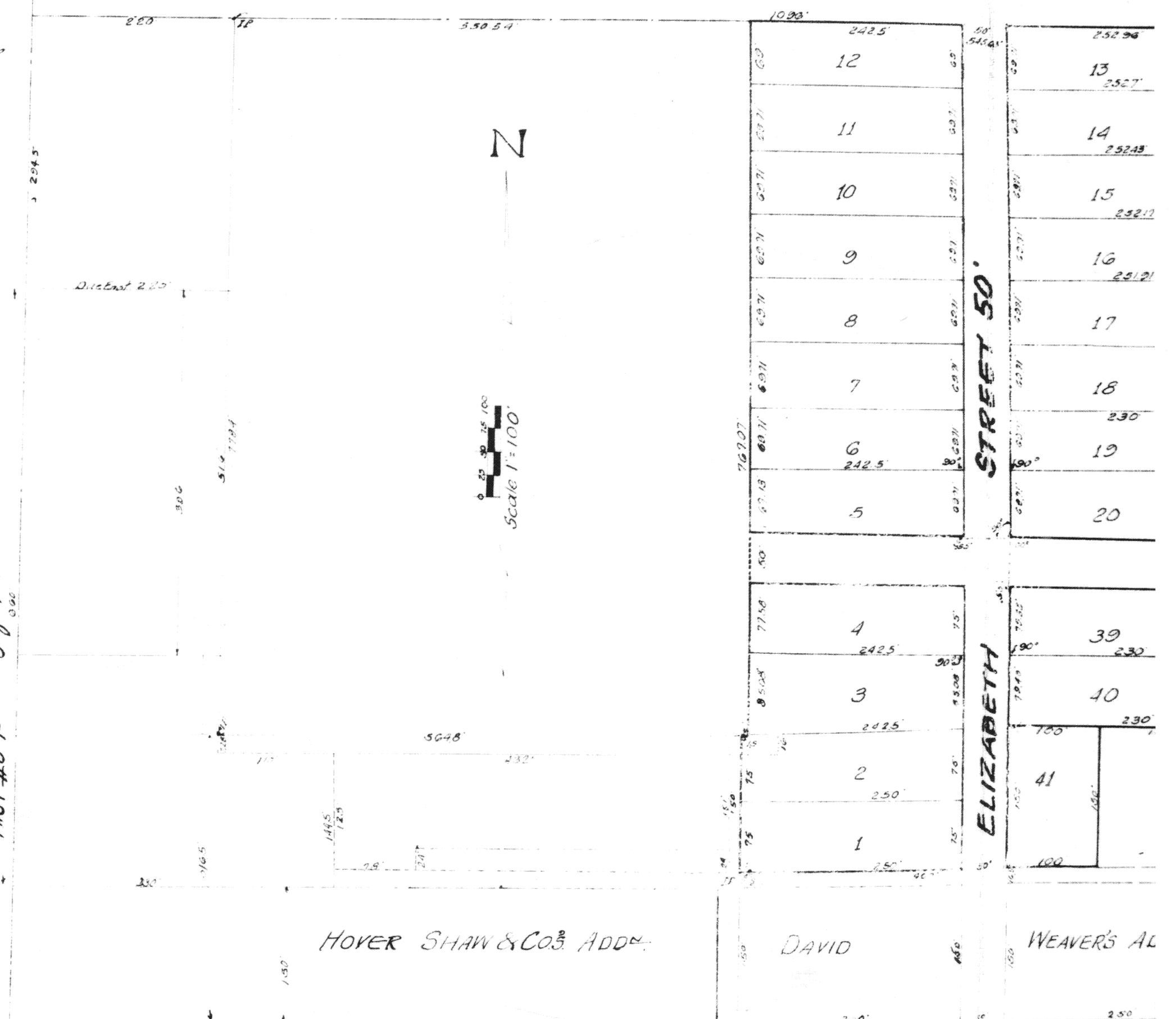
This Graham Plat was filed for record this 22 day of August 1940 at 11:23 A.M. and recorded in plat book No. A on page No. 45 of the Auglaize County Records of Plats this 20 day of September, 1940
No. 40900
Fee \$17.25

B. A. Kochl
Auglaize County Recorder

GRAHAM ADDITION TO CRIDERSVILLE OHIO

C.R. Gordon

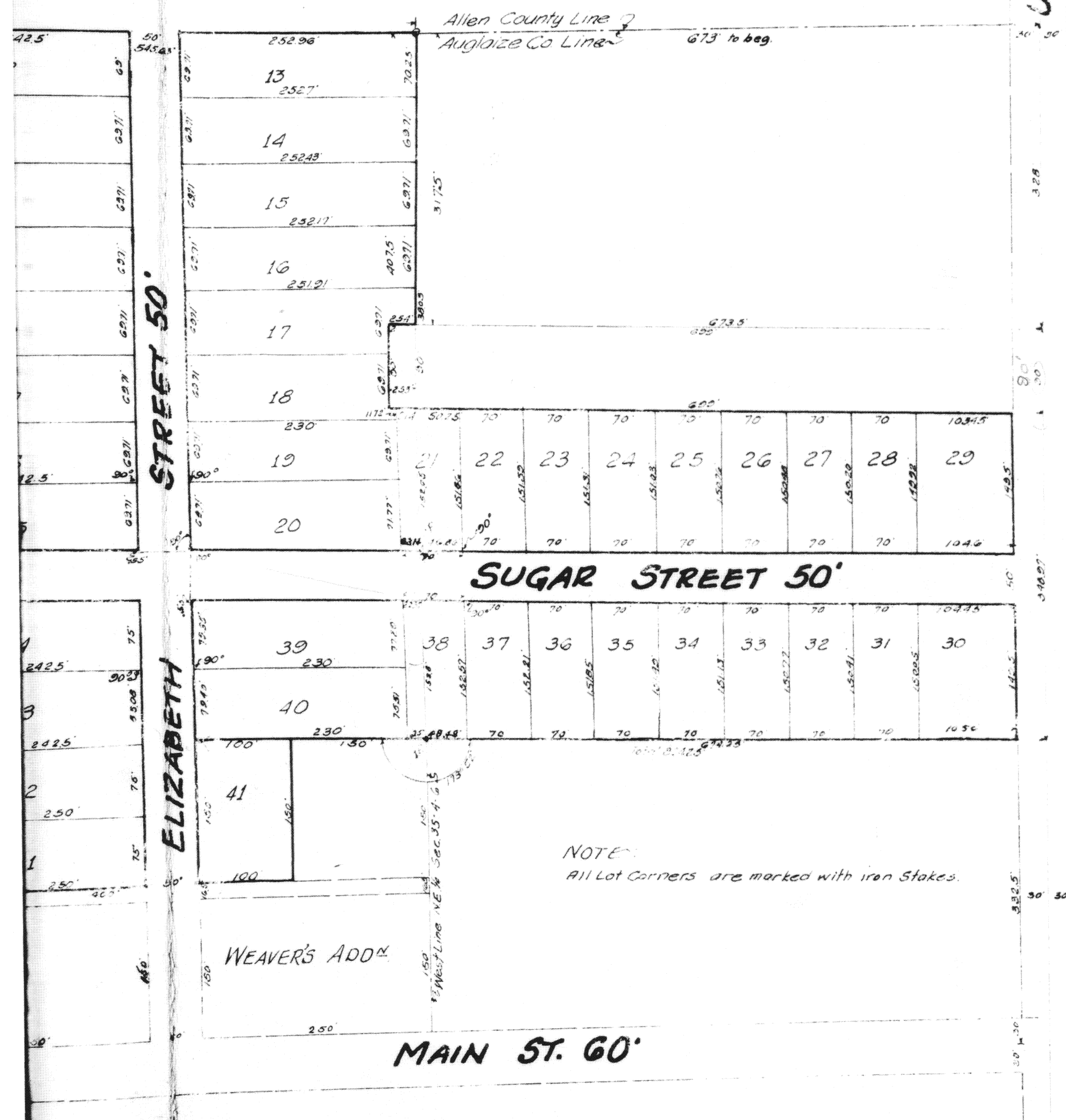
Auglaize



ADDITION OHIO

C.R. Gordon, Surveyor

August 1940



RESTRICTIONS:-

- A. All Lots in this tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plat other than one detached single family dwelling not to exceed two and one half stories in height and a private garage of not more than two cars.
- B. No building shall be erected, placed or altered on any building plot in this Addition until the building plan, specifications and plot plan showing the location of such building having been approved in writing by majority of the committee composed of owners of the lots which are subject to the covenant herein set forth, or their authorized representatives; for conformity and harmony of external design with existing structures in the Addition; and as to location of the building with respect to property or building setback lines. In case of the death of any member or members of the said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the fore said committee or their Authorized representatives fails to approve or disapprove such design and location within thirty days after plans have been submitted to it. If no suit to enjoin the erection of such building, or making of such alterations has been commenced prior to the completion thereof such approval will not be required, said committee or their authorized representatives shall act without compensation. Said committee shall act and serve until January 1st, 1948 at which time then record owners of a majority of the lots which are subject to the covenants here in set forth may designate in writing duly recorded among the land records, their authorized representatives who there after shall have all of the powers, subject to the same limitations as were previously delegated here in to the afore said committee.

Note: Conforming to period required to fully build up the subdivision or Addition.

- C. No building shall be located on any residential building lot nearer than 35 feet to the front lot line, not nearer than 15 feet to any side street line, no building except a garage or other out buildings located 75 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot further than 40 feet from the front lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet, nor a width of less than 66 feet at the front building setback line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- F. No person of any race other than the white race shall use or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
- G. No trailer, basement, tent, camp, shack, garage, barn or other out buildings erected in the tract shall at any time be used as a residence temporarily permanently, nor shall any structure of any temporary character be used as a residence.
- H. No dwelling costing less than \$2800 dollars shall be permitted on any lot in this tract. The ground floor area of the main structure exclusive of any one story, open porches and garages shall not be less than 650 square feet in the case of a one story structure nor less than 400 square feet in the case of a one and one half two or two and one half story structures.
- I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- J. Until such time as water is available from an approved semi-public or municipal system to serve the properties within the above described tract, an adequate supply of water shall be secured from individual wells or other approved sources, located, constructed and equiped in accordance with local and state regulations and no means of water supply shall be permitted within the herein described tract unless such supply has the written approval of the health authority with jurisdiction.
- K. Until such time as a sanitary sewer system shall have been constructed to serve the property within the above described tract, septic tanks or other approved sewage disposal facilities shall be installed for each dwelling erected in the area such sewage disposal installation shall be of the type and construction and so located on the individual lot, as to be approved in writing by the health authority with jurisdiction. No other provision or device for sewage disposal shall be installed or permitted to remain in the tract. The effluent from septic tank shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has first been passed through an absorption field approved by the health authority.
- L. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st 1968, which time covenants shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the lots it is agreed to change the said covenant in whole or in part.
- M. If the parties hereto or any of them, or their heirs or assigns shall violate, or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in the said development or addition to prosecute any proceeding, at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues for such violations.
- N. Invalidity of any one of the covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

For cancellation of Provision B of this Plat
Refer to Miscellaneous Record Vol 4 Page 633

Recorded Aug. 18-1941

Roy Sullivan
Recorder

For agreement as to Change in Restrictions as to A-C 2-D.

Refer to Misc Vol 6 Page 523

Recorded October 21 1955

Roy Sullivan & Recorder

Change of Covenants

Refer to Misc. Records

Vol. 7- Page-352

Recorded - Apr. 5-1966

Lots # 32-33-34

LeRoy H. Kruse

Co. Recorder