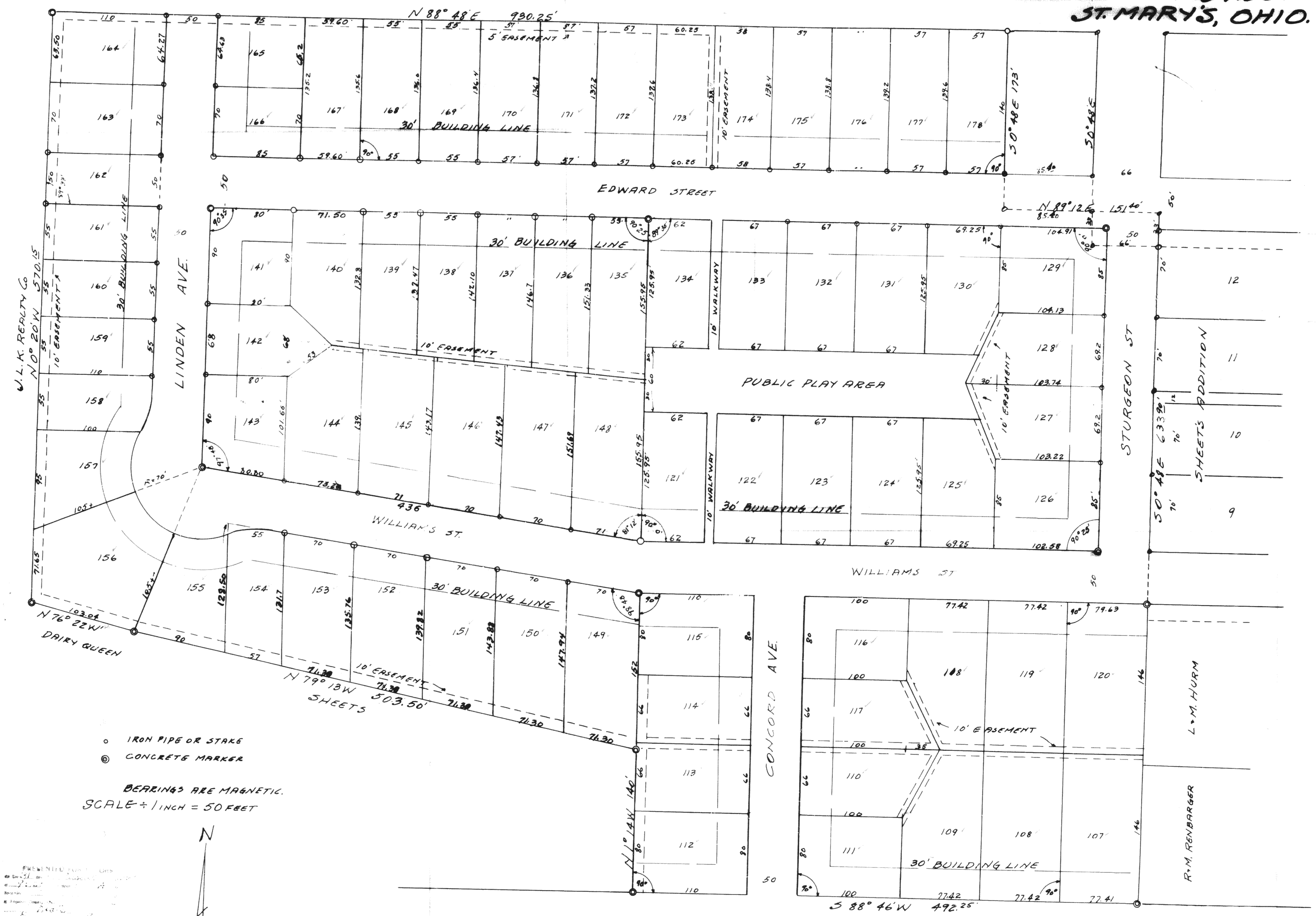


HILLSDALE THIRD ADDT. ST. MARY'S, OHIO.

WESTCOAST
RULER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16



○ IRON PIPE OR STAKE
● CONCRETE MARKER
BEARINGS ARE MAGNETIC.
SCALE 1" = 50 FEET

PRESENTED FOR
Ray Lusk
Feb 24 00

Transferred August 31, 1905
O. G. Lusk
Auditor of Auglaize County, Ohio

JACKSON ST S.R. 29
HILLSDALE FIRST ADDITION

L.M. HURN
R.M. RENBARGER

ENGINEER'S CERTIFICATE

40

Being 12.55 acres, more or less located in NW 1/4, SE 1/4 Sect. 4 T6S, R4E Auglaize Co Ohio and being a portion of Out Lot 135 St. Marys Ohio, more particularly described as follows.
Beginning at an iron pipe marking the N.W. corner of Lot #12, Sheets Addition to St. Marys Jackson St. Thence S 0° 48' E, 633.90 ft along West line Sheets Addt. to con. marker set on North Edge of Thence N 1° 14' W, 140 ft to a concrete marker; Thence N 79° 13' W, 503.50 ft to a concrete marker, set on NE corner of Diary Queen property. Thence N 76° 22' W, 103.04 ft to a concrete marker, being NW corner Diary Queen Lot. Thence N 0° 20' W, 570.15 ft to a concrete marker set on half section line, Sect. 4; Thence N 88° 48' E, 930.25 ft along half section line to a concrete marker. Thence S 0° 48' E, 173 ft to a point on center line of Edwards St extended west. Thence N 89° 12' E, 85 ft along Center line Edwards St to an iron pipe; Thence S 0° 48' E, 33 ft to an iron pipe set on south line of 66' Edwards St. Thence N 89° 12' E, 66 ft along South line of Edwards St to point of beginning.
Tract contains 72 lots numbered from 107 to 178. Concrete markers are set as shown as are iron pipe. Distances, angles etc as shown are correct to best of my knowledge.

Dated. Dec. 7-1954

B.R. Gebhart Regd. Sur. # 3909

DEDICATION

Know all men by these presents that the undersigned owners of the land embraced in the accompanying plat do hereby certify that said plat is a true representation of same and we do dedicate the streets appearing thereon to the public use and benefit forever.

Witness our hand this 13 day of December 1954.

John Bowman
Witnesses

Beatrice A. Kessler
Owners

STATE OF OHIO, COUNTY OF MERCER.

Before me a notary Public in and for County of Mercer, 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 seal this 13 day of December 1954

HELEN KESSLER
NOTARY PUBLIC
Commission Expires Aug. 1, 1955

Helen Kessler
NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE CITY COUNCIL

We hereby certify that the accompanying plat was approved and that the streets dedicated hereon were approved and accepted by the Council of the City of St. Marys Auglaize County Ohio at a regular meeting.

Passed on the 27th day of December 1954

James W. Smith
MAYOR

Howard W. Schultz
PRES. OF COUNCIL

RESTRICTIONS

No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage for same, except Lots Number 107 to 113 inclusive which may be used for multiple dwellings.

Easements and rights of way are reserved in and over such of said lots as are shown on said plat, for the construction, operation and maintenance of poles, wires, conduits, and the necessary and proper attachments in connection therewith for the transmission of electricity, for telephone and other purposes, also for the construction, operation, maintenance of drains, sewers and pipe lines for supplying gas, water, heat, and for any other public or quasi-public utility of function maintained, furnished or performed in any method beneath the surface of the ground. Easements shown upon plat may also be used by Utility Companies as circumstances require without incurring any liability from property owners for damage to sod, shrubbery or other surface improvements.

No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporary or permanently and the owners shall keep the premises free from weeds, trash and miscellaneous material which might distract from the value of the surrounding premises.

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 landowners of the lots has been recorded, agreeing to change said covenants in whole or in part.

These conditions, limitations, restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in Hillsdale Third Addition, without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating thereto shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of, or have any title to any lot or parcel of land situated in Hillsdale Third Addition.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.