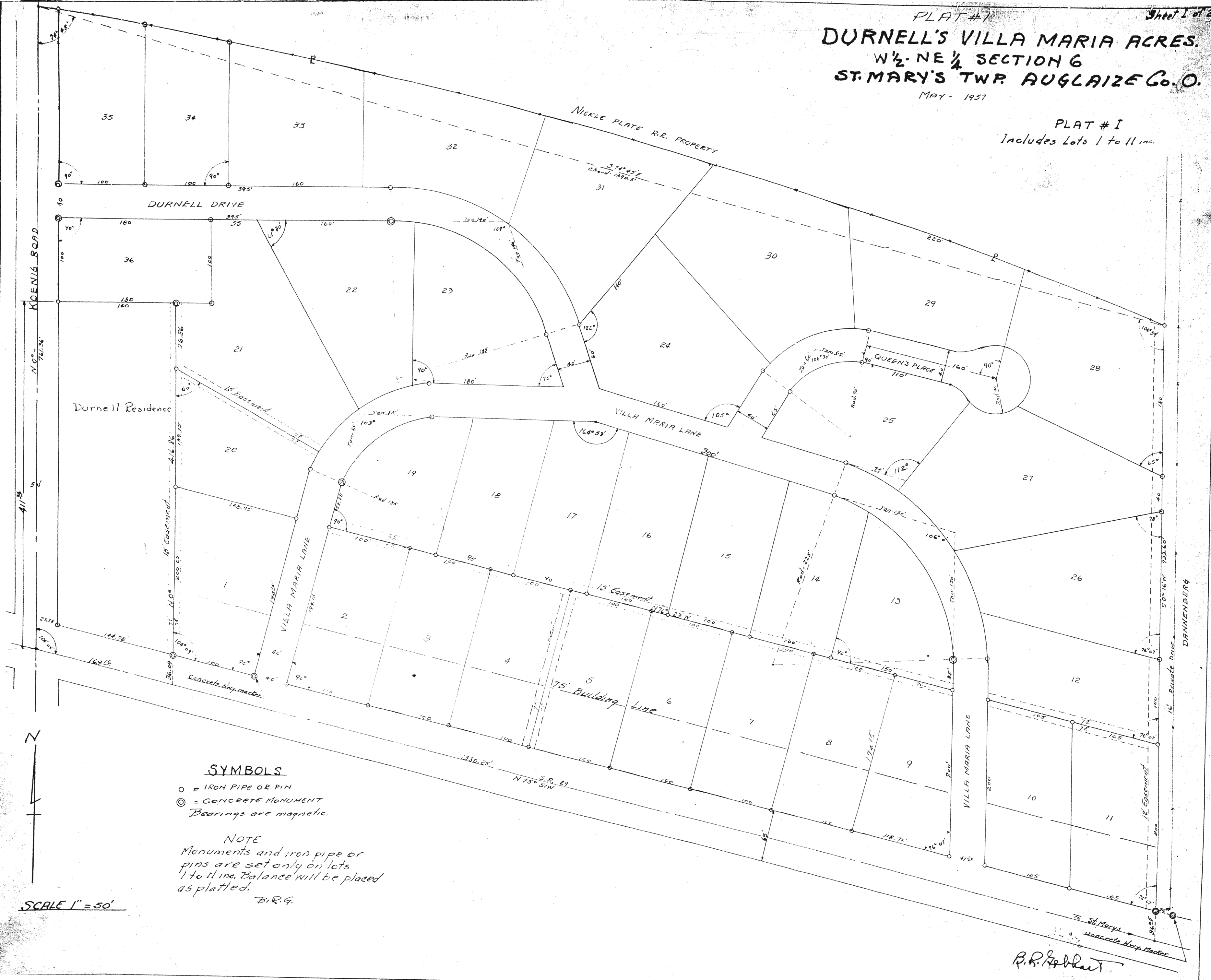


PLAT #1  
**DURNELL'S VILLA MARIA ACRES.**  
W 1/2 - NE 1/4 SECTION 6  
ST. MARY'S TWP. AUGLAIZE CO. O.  
MAY - 1957

PLAT # I  
Includes Lots 1 to 11 inc.



**SYMBOLS**

- = IRON PIPE OR PIN
  - ⊙ = CONCRETE MONUMENT
- Bearings are magnetic.

**NOTE**  
Monuments and iron pipe or pins are set only on lots 1 to 11 inc. Balance will be placed as platted.

B.R.G.

SCALE 1" = 50'

B.R. Abbott

DEDICATION

The undersigned owners of the following real estate in Auglaize Co, Ohio hereby subdivides same into lots and streets to be known as Villa Marie Acres.

Being a tract of land located in West half of NE 1/4 Section 6 T.6 S, R.4 E St Marys Township, Auglaize Co. Ohio and more definitely described as follows to wit;

Beginning at a point in E of S.R. 29, said point being 161.16 feet, S 75° 51' E from the intersection of Koenig Road and S.R. 29, Thence N 0°, 236.34 feet to an iron pipe; Thence S 76° 23' E 1211 feet to an iron pipe; Thence S 0° 16' W 236.05 ft to a point in E of S.R. 29 Thence N 75° 51' W 1211.09 feet to point of beginning.

Tract is divided into 11 lots numbered from 1 to 11 inc. This tract is a part of Villa Marie Acres and is recorded as Plat #1 Villa Marie Acres. Said tract taken out of Tom Durnell land as recorded in Deed Book 157, Page 156 Auglaize County deed records. Streets are dedicated to public use forever.

PLAT # 1  
VILLA MARIE ACRES  
W 1/2 - NE 1/4 SECTION 6  
T.6 S- R.4 E ST. MARYS TWP  
AUGLAIZE CO. OHIO  
LOTS 1-11, inc.

DATED \_\_\_\_\_  
WITNESSES \_\_\_\_\_

OWNERS \_\_\_\_\_

STATE OF OHIO.

COUNTY OF AUGLAIZE.

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 seal this \_\_\_\_\_ day of \_\_\_\_\_ 1957.

NOTARY PUBLIC

ACCEPTANCE by COUNTY COMM'rs.

We hereby certify that this plat was approved and streets shown hereon were accepted by Auglaize Co. Commissioners.

E. H. Hegemier  
Alfred Pomeroy  
Wm. Y. Nielsen  
CO. COMMISSIONERS.

DATED \_\_\_\_\_

ACCEPTANCE by BOARD of HEALTH

We hereby certify that above plat meets the approval of Board of Health, Auglaize Co. Ohio in all phases of their jurisdiction.

RECORDER'S CERTIFICATION

Accepted for record this 12<sup>th</sup> day of Nov. 1957. at 3:24 o'clock.  
Recorded 12 day of Nov. 1957, in Auglaize Co. Record of Plats,  
Vol. B Page 65 Fee. 10.<sup>00</sup>

Lila Hunter  
Auglaize Co Recorder.

ENGINEER'S CERTIFICATION

I hereby certify that the above plat correctly represents the subdivision of the above described land. Concrete markers and iron pipe or pins are set as shown. Lot dimensions are shown in feet and tenths. Bearings are assumed. This plat embraces only lots 1 to 11 inclusive. Balance of plat shown will be recorded at a later date. Plat detail shown on lots 1 to 11 inc. is correct to best of my knowledge.

B. R. Seibert

10-16-57.

ACCEPTANCE - STATE BOARD HEALTH.

I hereby certify that the above plat meets the requirements of State Board of Health, State of Ohio and do sign said plat for Recording. Signed this \_\_\_\_\_ day of \_\_\_\_\_ 1957.

Sanitary Engineer, State Bd. Health  
State of Ohio.

AUDITOR'S CERTIFICATION

Nov 12, 1957, TRANSFER  
O. F. Lusk, Auditor  
by H. Miller

## RESTRICTIONS.

165

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 single family dwelling and a private garage for same.
2. The minimum permitted dwelling on lots shall contain a ground floor area of the main structure exclusive of one story open porches and garages which shall not be less than 900 square feet for a one story dwelling nor less than 600 square feet for dwellings 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 setback lines shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 20 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. Easements and rights of way are hereby expressly 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 and maintenance of drains, sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public utility or function maintained, furnished or performed in any manner beneath the surface of the ground.
5. All structures shall be diligently completed within a reasonable length of time and necessary excavations are to be closed as soon as possible. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
6. 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 permanent. Owners shall keep the premises free from weeds, trash and miscellaneous materials which might detract from the value of the surrounding premises.
7. These covenants shall run with the land and shall be a part of any binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants shall be recorded, after which time said covenants shall be extended automatically 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 parts.
8. These conditions, limitations and restrictions set forth herein shall be considered part of any contract, lease, deed or instrument relating to any lot in Villa Marie Acres without being incorporated therein, and the acceptance of any contract, deed, lease or other 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 Villa Marie Acres.
9. 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 violation or to recover damages. 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.