

RESTRICTIONS.

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 main floor area of the main structure exclusive of one or more open porches and garages which shall not be less than 600 sq. ft. for a one story dwelling nor less than 600 sq. ft. 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 ten feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 20 ft 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 ways 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, heat and for any other public or quasi-public utility of function maintained, furnished or performed in any manner beneath the surface of the ground.
5. All structures shall be completed within a reasonable length of time and necessary excavations are to be closed as soon as possible. No noxious or offensive activities 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 structure 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 deed 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

DEDICATION

The undersigned owners of the following real estate in Auglaize Co. Ohio, hereby subdivides same into lots and streets to be known as Plat #2 Villa Marie Acres.

Being a tract of land located in West 1/2, NE 1/4, Section 6 T6S- R4E ST. Marys Township, Auglaize Co., Ohio and described as follows.

Being a tract of land divided into 25 lots numbered from 12 to 36 inc. Tract lies north of and adjacent to Villa Marie Acres Plat #1 as recorded in Vol. B, Page 65 Auglaize Co Recorder's Records, and is taken out of Tom Durnell's land as recorded in Deed Book 157, Page 156, Auglaize County Records of deeds. Streets are dedicated to public use forever.

Owner of above plat reserves the right to abandon said lots and streets and convert same to Section land at any time in the future provided no lots have been sold out of said Plat #2.

January 23rd 1961
DATED

William J. Durnell
WITNESSES

Vera Johnson
WITNESSES

Thomas A. Durnell
OWNERS

John J. Durnell
OWNERS

John J. Durnell
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 23rd day of January 1961.

William J. Durnell
NOTARY PUBLIC.
My Comm. Expires Aug. 27, 1964

ACCEPTANCE- COUNTY COMM'S.

We hereby certify that this plat was approved and streets shown hereon were accepted by Auglaize Co. Commissioner's subject to plat regulations of Auglaize Co., Ohio.

Pres. *Harold A. Knoch*
E. H. Hegener
Wm. V. (Nieder)
Co. Comm's.

AUDITOR'S CERTIFICATION.

Above plat accepted for transfer by Auglaize County Auditor this 31st day of January 1961.

Vernon Dierges
Co Auditor.

RECORDER'S CERTIFICATION

Accepted for record this 31st day of Jan 1961, at 9:53 o'clock.
Recorded 31st day of Jan 1961, in Auglaize Co. Records of Plats
Vol. B Page 65 Rec. # 1214

Edw. Hentner
Co. Recorder.

ACCEPTANCE STATE BOARD of HEALTH.

I hereby certify that the above plat meets the requirements of State Board of Health, State of Ohio and do sign said for Recording.
Signed this 27th day of Jan 1961.

Orville C. Long
SARVAGE STATE Bd. Health.

NOTE.

All water and sanitary installations on Plat 2 Villa Marie Acres shall meet the specifications for water & Sanitary Regulations as set forth by State Board of Health, State of Ohio.

ACCEPTANCE by COUNTY Bd. of HEALTH.

We hereby certify that this plat was approved by Auglaize Co. Board of Health and that said plat meets all requirements under said board's jurisdiction.

DATED

Co. Sanitarian Bd. Health.

ENGINEER'S CERTIFICATION.

I hereby certify that the above plat represents the subdivision of the above described land. Lot dimensions are shown in feet and tenths. Bearings are magnetic. This plat #2 embraces lots 12 to 36 inc. Plat #1 of Villa Marie Acres embraces lots 1 to 11 inc.

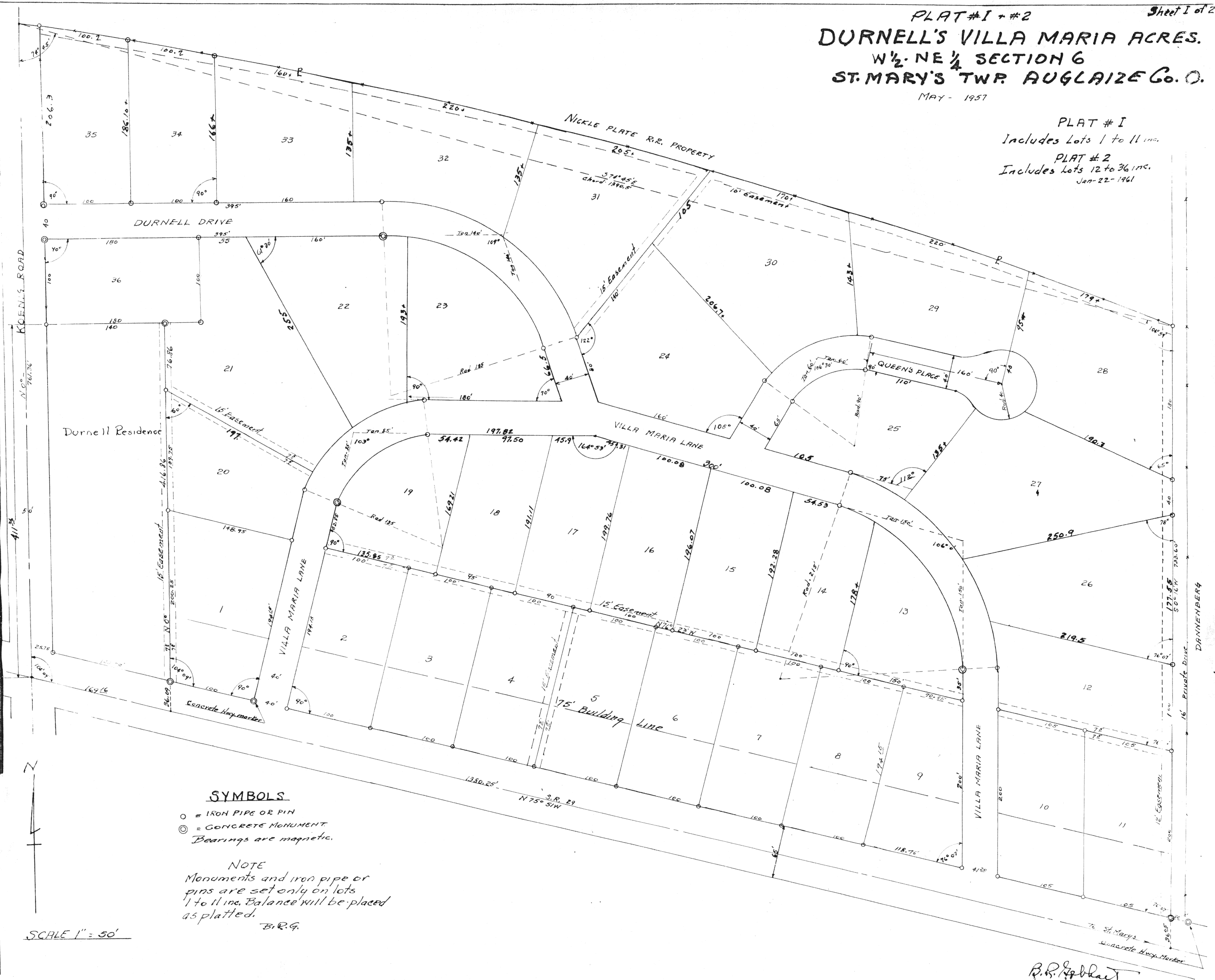
Jan-23-1961

B. R. DeBhart
Regs. Sur. # 3709.

VILLA MARIE ACRES.
W 1/2 - NE 1/4 SECTION 6.
T6S R4E ST. MARYS TWP.
AUGLAIZE Co. OHIO
PLAT #2

PLAT # I + # 2
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.
PLAT # 2
Includes Lots 12 to 36 inc.
Jan-22-1961



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