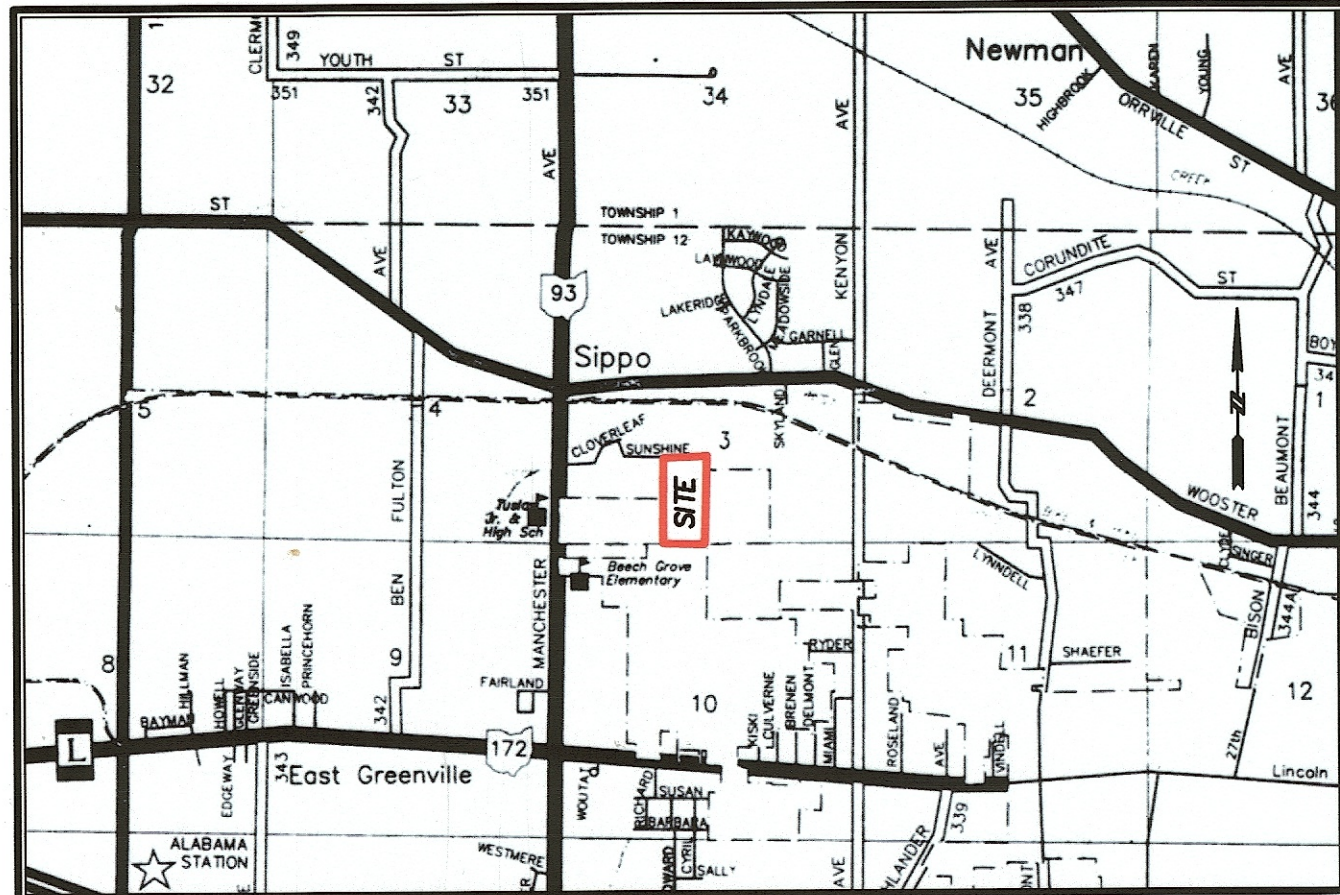




VICINITY MAP

RECORD PLAT
WEST BROOK ESTATES - PHASE 4A
LOCATED IN PART OF OUT LOT 782
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

OWNER/DEVELOPER
A. R. LOCKHART DEVELOPMENT CO.
800 WEST WATERLOO ROAD
AKRON, OH 44314
Ph. 330-745-6520
FAX 330-745-5711

ENGINEER / SURVEYOR
CIVIL DESIGN ASSOCIATES, INC.
1760 BRIGHTWOOD ROAD S.E.
NEW PHILADELPHIA, OHIO 44663
Ph. 330-339-4242

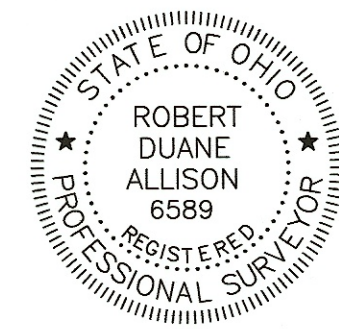
LOT DATA		
NO.	NEW CITY LOT	ACREAGE
1	17484	0.263 AC.
2	17485	0.225 AC.
3	17486	0.224 AC.
4	17487	0.224 AC.
5	17488	0.259 AC.
6	17489	0.255 AC.
7	17490	0.223 AC.
8	17491	0.220 AC.
9	17492	0.220 AC.
10	17493	0.271 AC.

LOT DATA		
NO.	NEW CITY LOT	ACREAGE
11	Out Lot 1171	1.640 AC.
12	17494	0.239 AC.
13	17495	0.239 AC.
14	17496	0.332 AC.
15	17497	0.368 AC.
16	17498	0.413 AC.
17	17499	0.596 AC.
18	17500	0.324 AC.
19	17501	0.287 AC.
20	17502	0.307 AC.

LOT DATA		
NO.	NEW CITY LOT	ACREAGE
21	17503	0.261 AC.
22	17504	0.230 AC.
23	17505	0.230 AC.
24	17506	0.231 AC.
25	17507	0.220 AC.
26	17508	0.231 AC.
27	17509	0.230 AC.
28	17510	0.230 AC.
29	17511	0.232 AC.

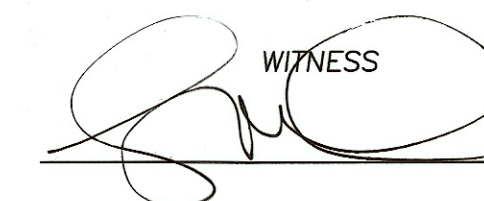
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF WEST BROOK ESTATES - PHASE 4A, LOCATED IN PART OF OUT LOT 782, IN THE CITY OF MASSILLON, COUNTY OF STARK, STATE OF OHIO, IS A TRUE AND CORRECT SURVEY MADE BY ME AS SHOWN, WHICH BALANCES AND CLOSES. THE MONUMENTS SHOWN EXIST OR SHALL BE SET AS SHOWN, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT, AS SURVEYED AND PLATTED BY ME IN DECEMBER OF 2015.

 4/20/2017
ROBERT D. ALLISON, REGISTERED SURVEYOR 6589 DATE

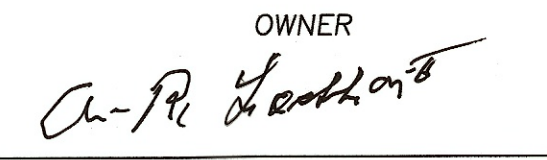


KNOW ALL MEN BY THESE PRESENTS THAT A. R. LOCKHART DEVELOPMENT CO., THE UNDERSIGNED OWNER, OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND ACKNOWLEDGE THE MAKING OF THE SAME TO BE OUR FREE ACT AND DEED AND DO HEREBY DEDICATE TO PUBLIC USE AS SUCH THE STREETS AND EASEMENTS SHOWN HEREON TO PUBLIC USE FOREVER.

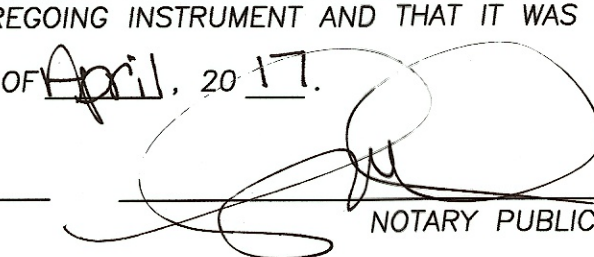
IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS THIS 24th DAY OF April, 2017.

WITNESS


WITNESS


OWNER

A. R. LOCKHART DEVELOPMENT CO.
ALEXANDER R. LOCKHART, PRESIDENT

STATE OF OHIO S.S.
COUNTY OF STARK
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE SIGNED ALEXANDER R. LOCKHART, WHO ACKNOWLEDGES THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS HIS FREE ACT AND DEED.
IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS THIS 24th DAY OF April, 2017.

MY COMMISSION EXPIRES: 10/01/2018

NOTARY PUBLIC

APPROVED BY THE MASSILLON, OHIO PLANNING COMMISSION AT A MEETING HELD THE 13 DAY OF January, 2016.

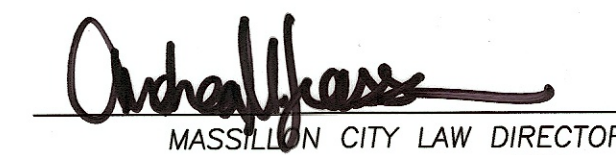

CHAIRMAN


SECRETARY

APPROVED BY THE MASSILLON CITY ENGINEER THIS 31ST DAY OF July, 2017.
AND LOT AND/OR OUT LOT NUMBERS ASSIGNED.


MASSILLON CITY ENGINEER

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT NO ENCUMBRANCES EXIST ON THE LANDS HEREIN OFFERED FOR PUBLIC USE, THIS 31 DAY OF July, 2017.


MASSILLON CITY LAW DIRECTOR

ACCEPTED BY THE CITY COUNCIL OF MASSILLON, OHIO
BY ORDINANCE 51-2017, PASSED THIS 5th DAY OF June, 2017.

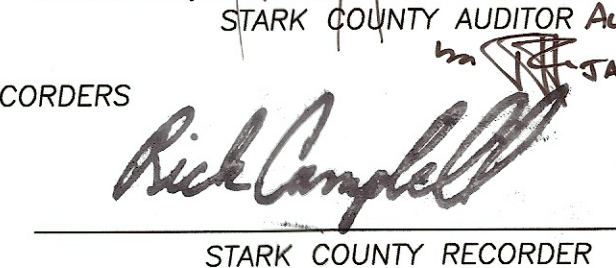

PRESIDENT


CLERK

ENTERED FOR TRANSFER THIS 15TH DAY OF August, 2017.


STARK COUNTY AUDITOR

RECEIVED FOR RECORD THIS 21ST DAY OF August, 2017. RECORDED IN RECORDERS
IMAGING NO. 201708210034996


STARK COUNTY RECORDER



8/23/2017 1:06 PM PL26236
Stark County Recorder 12037028254

NOTES:

- INDICATES MONUMENT ASSEMBLY FOUND.
- INDICATES MONUMENT ASSEMBLY TO BE SET.
- INDICATES 5/8" SOLID IRON PIN FOUND, UNLESS INDICATED OTHERWISE.
- INDICATES 5/8" SOLID IRON PIN FOUND, WITH "JENSEN" CAP.
- INDICATES 5/8" SOLID IRON PIN FOUND, WITH "HARPER" CAP.
- INDICATES 5/8" SOLID IRON PIN FOUND, WITH "RON SMITH" CAP.
- INDICATES 1" PIPE FOUND UNLESS INDICATED.
- INDICATES 5/8" DIA. X 30" LONG SOLID IRON PIN SET OR TO BE SET WITH CAP "CIVIL DESIGN".
- SURVEY REFERENCES:
TAX MAPS
DEEDS AS NOTED
SIPPO RESERVES ALLOT. PHASE 2, INST. 200605170029879
ANNEXATION PLAT, INST. 200701100001908
WEST BROOK ESTATES PHASE III, INST. 200903250011313
REPLAT, INST. 2010003290011028
PLAT OF SURVEY BY DENNIS FULK, DATED APRIL, 1983
PLAT OF SURVEY BY RON SMITH, DATED FEB., 1997
PLAT OF SURVEY BY BRETT BEDORE, DATED SEPT., 1997

- R/W— INDICATES RIGHT OF WAY
—C— INDICATES CENTERLINE
—L— INDICATES LOT LINE

COORDINATE SYSTEM

- COORDINATES ARE ORIENTED TO THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3401), AS PUBLISHED BY THE STARK COUNTY GIS DEPARTMENT.
- THE SCGRS POINT USED AS REFERENCE STATIONS TO ESTABLISH DATUM IS DESIGNATED AS TUS033:
(NORTH, FEET) 417314.039 417202.421
(EAST, FEET) 2217136.958 2219844.188
- ALL BEARINGS SHOWN ARE BASED ON GRID NORTH. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR OF 0.99986789.
- REFERENCE STATION TUS033 WAS USED AS THE REFERENCE POINT TO SCALE POINTS TO OBTAIN GROUND COORDINATES USED IN THE MONUMENT TABLE. MULTIPLY THE GROUND COORDINATES BY 1.000132126 TO OBTAIN STARK COUNTY GIS DATUM.

DETENTION BASIN RESTRICTED GRADING AREA

- BY MEANS OF THIS PLAT, A. R. LOCKHART DEVELOPMENT CO., THE OWNER(S) OF THE PROPERTY ON WHICH A DETENTION BASIN AREA IS LOCATED AS INDICATED, GRANTS AND ASSIGNS TO THE OWNERS OF THE FUTURE LOT TO BE PLATTED ON WHICH SAID DETENTION BASIN IS LOCATED, THE FOLLOWING RIGHTS, RESPONSIBILITIES AND RESTRICTIONS:
- MAINTENANCE AND REPAIR OF THE SIDE EMBANKMENTS WITHIN SAID LOT OWNERS PROPERTY LINES INCLUDING (BUT NOT LIMITED TO) MOWING, REPAIR/FILLING WITH TOPSOIL OF RILLS & EROSION, SEEDING, REMOVAL OF DEBRIS/SEDIMENT/BLOCKAGES AS NECESSARY TO MAINTAIN THE OPERATION, CAPACITY AND GEOMETRY OF THE BASIN PER THE DESIGN FILED WITH THE MASSILLON CITY ENGINEER.
 - ALL COSTS ASSOCIATED WITH THE MAINTENANCE AND REPAIR SHALL BE BORNE BY THE INDIVIDUAL LOT OWNER ON WHICH LOT THE REPAIRS ARE PERFORMED.
 - NO PLAY OR WORK EQUIPMENT, MULCHED LANDSCAPE BEDS OR STRUCTURES OF ANY KIND WILL BE PERMITTED WITHIN THE DEFINED DETENTION BASIN AREA.
 - ALL PIPE INLETS/OUTLETS SHALL BE KEPT FREE OF DEBRIS/BLOCKAGE AS NECESSARY TO FUNCTION PROPERLY.

EASEMENTS AND RESTRICTIONS

AN EASEMENT, 12 FEET WIDE ON THE FRONT AND FIVE FEET WIDE ON THE SIDES AND BACK OF ALL LOTS, AND 12 FEET ON THE EXTERIOR BOUNDARY OF THIS ALLOTMENT IS HEREBY DEDICATED AND RESERVED IN THIS SUBDIVISION TO: THE COUNTY OF STARK; THE CITY OF MASSILLON; AQUA OHIO, INC., DOMINION EAST OHIO GAS COMPANY, OHIO EDISON COMPANY, OHIO BELL TELEPHONE COMPANY, MASSILLON CABLE COMPANY, AND ANY P.U.C.O. REGULATED UTILITY FOR THE PURPOSES OF CONSTRUCTION, ERECTION, AND/OR MAINTENANCE OF ANY TRANSMISSION LINES, PIPES, CABLES, CONDUITS, BURIED WIRES, SWALES OR OTHER APPURTENANCES FOR THE TRANSMISSION OF POWER, ELECTRIC, COMMUNICATIONS, STORM WATER, SANITARY SEWER WASTES, WATER, AND/OR ANY FUTURE DEVELOPED PUBLIC UTILITY. THIS EASEMENT GIVES ALL OF THE UTILITIES THE RIGHT TO REMOVE TREES AND LANDSCAPING WITHOUT LIABILITY AS REQUIRED TO MAINTAIN, OPERATE, OR CONSTRUCT THE FACILITIES.

Civil Design Associates, Inc.
Consulting Engineers * Surveyors
1760 BRIGHTWOOD ROAD S.E.
NEW PHILADELPHIA, OHIO 44663
(330) 339-4242

RECORD PLAT
WEST BROOK ESTATES - PHASE 4A
LOCATED IN PART OF OUT LOT 782
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

REVISIONS			DATE	BY	CHKD
	DESCRIPTION	-			

PROJECT No.
9063
SHEET No.
1 OF 2
DATE:
DECEMBER, 2015
DRAWN BY:
RDA
9063_RP-Dec-1-15

17 PS 05

CURVE DATA						
NO.	RADIUS	DELTA	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	350.00'	09°15'09"	28.32'	56.52'	N 06°56'26" E	56.46'
C2	350.00'	09°15'09"	28.32'	56.52'	N 06°56'26" E	56.46'
C3	25.00'	90°02'31"	25.02'	39.29'	S 42°42'24" E	35.37'
C4	25.00'	94°32'18"	27.06'	41.25'	S 45°00'12" W	36.73'
C5	300.00'	17°15'00"	45.50'	90.32'	N 06°18'39" W	89.98'
C6	300.00'	04°34'48"	12.00'	23.98'	N 00°01'27" E	23.97'
C7	300.00'	12°40'12"	33.31'	66.34'	N 08°36'03" W	66.20'
C8	275.00'	12°40'12"	30.53'	60.81'	N 08°36'03" W	60.69'
C9	325.00'	12°40'12"	36.08'	71.87'	S 08°36'03" E	71.72'
C10	325.00'	04°34'48"	13.00'	25.98'	N 00°01'27" E	25.97'
C11	325.00'	14°05'12"	40.15'	79.90'	N 04°43'45" W	79.70'
C12	325.00'	03°09'48"	8.97'	17.94'	N 13°21'15" W	17.94'
C13	253.47'	17°09'14"	38.23'	75.89'	N 06°21'32" W	75.60'
C14	278.47'	07°40'14"	18.67'	37.28'	N 11°06'02" W	37.25'
C15	228.47'	17°09'14"	34.46'	68.40'	S 06°21'32" E	68.15'
C16	25.00'	80°31'00"	21.17'	35.13'	N 47°31'25" W	32.31'
C17	25.00'	90°00'00"	25.00'	39.27'	N 47°13'05" E	35.36'

CURVE DATA						
NO.	RADIUS	DELTA	TANGENT	LENGTH	CHORD BEARING	CHORD
C18	300.00'	30°06'09"	80.67'	157.62'	N 12°49'59" W	155.81'
C19	300.00'	00°47'37"	2.08'	4.16'	N 27°29'15" W	4.16'
C20	300.00'	29°18'32"	78.45'	153.46'	N 12°26'11" W	151.79'
C21	325.00'	03°15'15"	9.23'	18.46'	N 26°15'27" W	18.46'
C22	325.00'	26°50'54"	77.57'	152.29'	N 11°12'22" W	150.90'
C23	325.00'	15°03'52"	42.97'	85.45'	N 17°05'53" W	85.20'
C24	325.00'	11°47'02"	33.54'	66.84'	N 03°40'26" W	66.72'
C25	275.00'	18°33'12"	44.92'	89.05'	S 18°36'28" E	88.66'
C26	25.00'	101°36'12"	30.65'	44.33'	S 41°28'14" W	38.75'
C27	25.00'	89°56'45"	24.98'	39.25'	S 42°45'17" E	35.34'
C28	25.00'	90°00'00"	25.00'	39.27'	S 47°13'05" W	35.36'
C29	25.00'	90°00'00"	25.00'	39.27'	N 42°46'55" W	35.36'
C30	300.00'	09°14'04"	24.23'	48.35'	N 87°36'02" E	48.30'
C31	325.00'	08°31'08"	24.21'	48.32'	N 87°57'30" E	48.28'
C32	275.00'	10°04'57"	24.26'	48.39'	S 87°10'39" W	48.33'
C33	300.00'	30°11'55"	80.94'	158.12'	N 12°47'06" W	156.30'

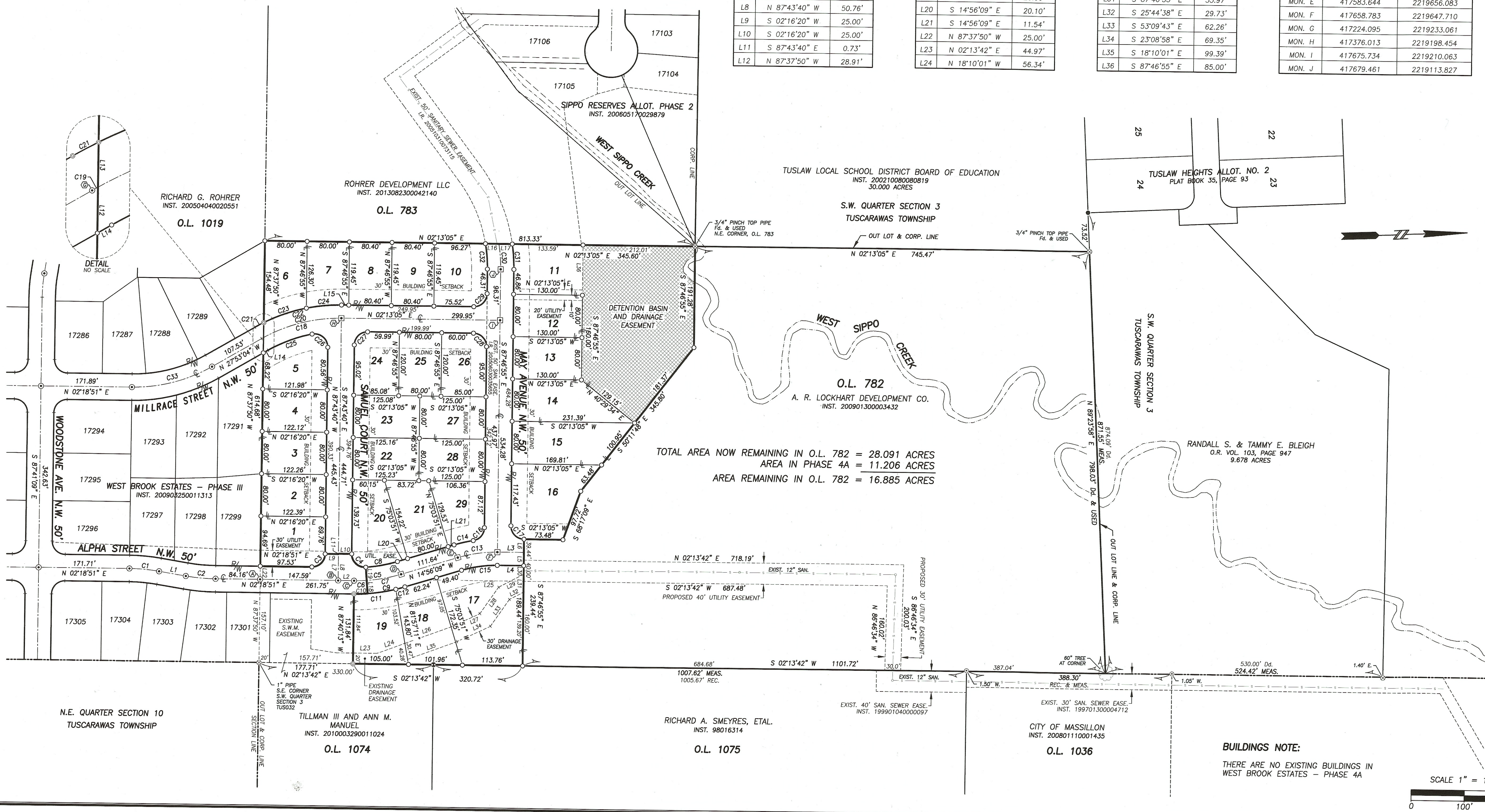
LINE DATA		
NO.	BEARING	DISTANCE
L1	N 11°34'00" E	51.14'
L2	N 02°18'51" E	30.00'
L3	N 02°13'05" E	50.00'
L4	S 02°13'05" W	50.00'
L5	N 87°46'55" W	25.00'
L6	N 87°46'55" W	25.00'
L7	S 87°43'40" E	50.04'
L8	N 87°43'40" W	50.76'
L9	S 02°16'20" W	25.00'
L10	S 02°16'20" W	25.00'
L11	S 87°43'40" E	0.73'
L12	N 87°37'50" W	28.91'

LINE DATA		
NO.	BEARING	DISTANCE
L13	N 87°37'50" W	28.37'
L14	S 27°53'04" E	10.41'
L15	S 02°13'05" W	13.63'
L16	N 02°13'05" E	25.36'
L17	N 02°13'05" E	25.30'
L18	S 87°44'03" W	25.00'
L19	S 87°44'03" W	25.00'
L20	S 14°56'09" E	20.10'
L21	S 14°56'09" E	11.54'
L22	N 87°37'50" W	25.00'
L23	N 02°13'42" E	44.97'
L24	N 18°10'01" W	56.34'

LINE DATA		
NO.	BEARING	DISTANCE
L25	S 02°13'42" W	179.73'
L26	N 18°10'01" W	92.73'
L27	N 23°08'58" W	60.00'
L28	N 53°09'43" W	61.54'
L29	N 25°44'38" W	52.98'
L30	S 87°46'55" E	16.28'
L31	S 87°46'55" E	33.97'
L32	S 14°56'09" E	29.73'
L33	S 53°09'43" E	62.26'
L34	S 23°08'58" E	69.35'
L35	S 18°10'01" E	99.39'
L36	S 87°46'55" E	85.00'

MONUMENT COORDINATES GROUND COORDINATES		
NO.	NORTH	EAST
TUS033	417314.039	2217136.958
TUS032	417202.399	2219844.545
MON. A	417208.894	2219687.576
MON. B	417356.368	2219693.536
MON. C	417386.343	2219694.747
MON. D	417475.778	2219684.857
MON. E	417583.644	2219656.083
MON. F	417658.784	2219647.710
MON. G	417224.095	2219233.061
MON. H	417376.013	2219198.454
MON. I	417675.734	2219210.063
MON. J	417679.461	2219113.827

RECORD PLAT
WEST BROOK ESTATES - PHASE 4A
LOCATED IN PART OF OUT LOT 782
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO



Civil Design Associates, Inc.
Consulting Engineers & Surveyors
1760 BRIGHTWOOD ROAD S.E.
NEW PHILADELPHIA, OHIO 44663
(330) 359-4242

RECORD PLAT
WEST BROOK ESTATES - PHASE 4A
LOCATED IN PART OF OUT LOT 782
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

REVISIONS		CHKD
DESCRIPTION	DATE	BY

PROJECT No.
9063

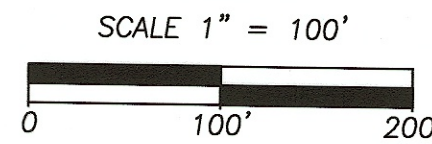
SHEET No.
2 OF 2

DATE:
DECEMBER, 2015

DRAWN BY:
RDA

9063_RP-Aug-8-17

BUILDINGS NOTE:
THERE ARE NO EXISTING BUILDINGS IN
WEST BROOK ESTATES - PHASE 4A



CITY OF MASSILLON

Whereas, the Developer, deems it necessary for the efficient preservation of the values, aesthetic harmony, amenities, general welfare, and benefit of each and every owner of lots herein, jointly and severally, the lots in this allotment, and the ownership thereof, shall be subject to the following conditions, reservations, and restrictions which are hereby made covenants running with the land and shall be binding on each and every owner of lots herein, and the owner's heirs, successors, and assigns.

If any owner of any lot(s) herein shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) or entity(ies) owning any other lot(s) herein to prosecute any proceedings at law or in equity against the person(s) or entity(ies) violating or attempting to violate any covenant(s) herein and either to prevent such person(s) or entity(ies) from so doing, or to recover damages for such violations.

I. All lots conveyed shall be used exclusively for single family residence purposes and only one residential structure shall be permitted on each lot.

A. Single family dwellings shall meet the following requirements:

1. TYPE: Single family dwellings may be one, two story, or split level in design.
 - a. A one story dwelling is a structure, the living area being the first floor space only, constructed with a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.
 - b. A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with a basement.
 - c. A split level dwelling structure, the living area of which is one, two or more levels connected by stairways constructed with a basement.
 - d. No modular or manufactured homes shall be permitted on any lot within this Development.

2. LIVING AREA: The "living area" of any dwelling shall be not less than the finished habitable area as set forth below. "Living Area" shall NOT INCLUDE garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.

- a. Such floor area shall not be less than the following in "Square Feet":
 1. One story with basement - 1,200 square feet.
 2. Two story with basement - 1,400 square feet with a minimum of 520 square feet on the first floor.
 3. Split level, first level above grade with basement - 1,400 square feet.

3. INHABITANTS: Inhabitants must be in compliance with the City of Massillon Development Code.

4. MARKET VALUE: The market value of homes shall be reasonable, good quality, and conform with the local construction industry standards for the developmental area.

5. SETBACKS: Each building shall have a side yard along each lot line. The following dimensions were established by the City of Massillon and were in effect upon the subdivision of land and shall remain for these restrictions:

- (a) Front Building Set Back Line is thirty (30) feet.
- (b) Rear Building Set Back Line is thirty (30) feet.
- (c) Side Yard Set Back Line is eight (8) feet for a 1-story building and ten (10) feet for a 2-story building.
- (d) All corner lots may have the option of facing the house to either street, however, the above front yard setback applies to both streets, measured from the street rights-of-way.
- (e) No portions of a building, its chimney(s) or overhang(s) are permitted to encroach into the above dimensions. No shrubbery shall be planted closer than the allowed setback to the side street on corner lots. When two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner.

6. No family dwelling may be constructed on less than one (1) of the original subdivision lots. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted the Developer and the written consent of said Developer to such subdivision or division has been obtained.

7. A fence may be erected for the purpose of protection of a private swimming pool, children, or household pets, provided that such pool and fence is located in the rear of the lot and such fence shall meet the regulation of the City of Massillon, Ohio, be not more than four (4) feet in height.

8. All garbage or trash containers, oil tanks, and bottled gas tanks, if applicable, shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.

9. No outdoor clothes drying area shall be allowed in the Development.

10. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any residential premises.

11. Buyer and/or homebuilder is responsible for the placement of all individual lot erosion control items prior to construction, and for the maintenance of the same until the lot is seeded and stabilized. No unsightly growth such as weeds, underbrush, or the like shall be permitted to grow or to remain upon any lot. No refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain, provided they are aesthetically pleasing to the appearance of the Development as a whole. In the event that any lot owner shall fail or refuse to keep his lot free of erosion run-off and weeds, underbrush, or refuse piles or other unsightly growths or objects, the Developer, and the other lot owners within the development shall have the right upon Seven (7) days written notice to the offending lot owners by certified mail, to remove or correct the same at the expense of the lot owner which expenses shall, by affidavit, be certified to the county as a lien against said lot. Entrance onto each owner's lot for such purpose shall be deemed irrevocably licensed or permitted hereby and not deemed a trespass.

12. All garages must be of sufficient size to house two automobiles, and be connected to the main house. No carports shall be located on the premises, nor attached to the garage or house.

13. Lot owners who have not commenced building a home will be responsible for keeping grass and weeds cut on their lot. The Developer will cut grass and weeds and bill lot owner if the lot owner does not properly maintain their lot.

14. If home construction has not commenced within 12 months after lot is available to build on, lot owner will install sidewalks and approaches in right of way and pay for same. Developer shall install sidewalk and bill the lot owner if performance of this provision is not accomplished by lot owner.

15. Standard "For Sale" or other Real Estate signs on site will not include dollar amount, or price of lot on home being advertised for sale.

16. Any and all requirements by the City of Massillon for the lot shall be performed by the owner, including but not limited to trees along the sidewalk and within the rights of way.

II. The following shall be prohibited:

A. Drilling or operating oil and gas wells on land designated for single family lots.

B. Mining or extraction of any minerals including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with the development of the property for permitted uses by the Developer. The Developer reserves all rights within any area reserved for utility purpose, whether in the public and dedicated right of way, or lot utility easement area, to install transmission lines for the purposes of transportation of any gas, oil, or other constituent for the extraction or removal of which is reserved herein.

C. The keeping, raising or harboring of domesticated dogs, domesticated cats, cattle, swine, fowl, livestock, and horses; provided, however, that nothing in this restriction shall prohibit the keeping of household pets, except as stated above and further excepting the above provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner so as to constitute a nuisance, disturbance, or in visibly distracting cages outdoors.

D. Placing or parking of temporary structures, boats, campers, recreational vehicles (RV's), or trailers of any kind (travel, camping, motor homes, etc.) provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any owner's home. Any recreational trailer or boat may be kept provided it is kept in the garage and out of site.

E. Temporary or permanent signs, billboards, or advertising devices of any kind except: Signs not larger than six (6) square feet for offering homes for sale shall be permitted on the premises to be sold with the exception of an entrance sign, and builders model home signs that shall identify developers and/or builders in this area.

F. Nuisance and noxious or offensive activities of any kind.

G. Satellite T.V. dishes exceeding 24" in diameter and radio towers of any kind.

H. Any unlicensed and/or inoperable vehicle, regardless of value, located outside of the enclosed portion of the dwelling unit and garages.

III. General Provisions:

A. All the lots and land in this subdivision are subject to all easements and right of ways of record and zoning ordinances. If an act is permitted, however, by local zoning, it does not mean that it is permissible in this subdivision. Nor does the fact that these restrictions do not prohibit an act assure compliance with the zoning code. The most restrictive of the two govern your conduct. Therefore, you must consult the zoning code, which changes from time to time, prior to proceeding with any regulated conduct. Violations of these restrictions may only be pursued by a lot owner of owners. The City cannot enforce them. However, either the City or a lot owner can request enforcement of the zoning code.

B. The Developer reserves the right for themselves, their agents, employees, successors, and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading, or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development of thereafter.

C. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes an owner of any lot in this development as well as the Developer, its successors, or assigns.

D. All the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of this development and all persons claiming under them until 90% of the lots are sold or May 1, 2018, whichever is sooner.

E. Invalidity or unenforceability of any one or more of the provisions herein by judgement or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

F. In the event of a violation of any of the restrictions herein contained, the Developer reserves the right unto themselves, their successors or assigns, for so long as the Developer owns any part of the premises, the right (but not the duty) to enforce said restrictions by the appropriate legal action against any person or persons who violate or attempt to threaten to violate said restrictions; or to enter upon the property where such violation exists and summarily abate and remove, at the expense of the owner thereof, any structure, use or condition that may be or exist thereon contrary to these restrictions. The Developer shall not be deemed guilty of trespassing for such entry, abatement, or removal. Failure of the Developer, to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of acquiescence in, or consent to a further of succeeding violation of these restrictions. However, the failure, refusal or neglect of the Developer to enforce said restrictions or to prevent violations thereof shall in no event make the Developer liable for such failure, refusal, or neglect to any third person or persons.

G. It is hereby expressly understood that a five (5) foot wide easement on the side and rear of each lot and a ten (10) foot wide easement at the front of each lot which shall be used for installing, operating, maintaining, and servicing pole lines, cables, and conduits for the Electric Company, the Telephone Company and Cable Vision franchise and other public utilities, shall be imposed, excepting, however, the exterior boundaries of this allotment, in which case they shall be ten (10) feet in width. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such as guys, conduits, poles, anchors, transformers, sanitary sewers, storm inlets, storm sewers, grass-lines, swales, manholes, water mains, gas lines, transmission lines, etc.

H. Buyer will have the lot landscaped within nine (9) months after taking possession of his home, except homes occupied between May 1 and October 1, in which case the landscaping shall take place within 60 days after occupancy.

I. All driveways shall be paved with concrete within one year after home construction starts but the cost of paving must be included in the original contract.

J. All utility services to residences shall be installed underground.

K. All fireplaces and chimneys shall be constructed of material as approved by the City of Massillon building codes.

L. All of the restriction above shall apply to all land within the platted area of this plat.

M. As used in this declaration and when required by the context, each number (singular or plural) shall include all numbers, and each gender (masculine, feminine, or neutral) shall include all genders.

N. The terms, covenants, conditions, and restrictions of this declaration shall create perpetual, mutual, and reciprocal benefits and servitudes upon the proper, running with the land. The terms, covenants, conditions, and restrictions of this declaration shall be binding upon anyone having any right, title or interest in a lot or any part thereof and shall insure to the benefit of the Developer and each owner.

O. All foundations will have brick or masonry material as approved by Developer to grade on front of home and garage.

P. All gas, oil, and mineral rights pertaining to this Development and land will be retained by Developer and/or their heirs, successors, or assigns.

OWNER AND LIENHOLDER

A. R. Lockhart
A. R. Lockhart, President
A. R. Lockhart Development Co.

Witness,

Witness,

STATE OF OHIO }
COUNTY OF SUMMIT } SS:

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED A.R. LOCKHART, WHO ACKNOWLEDGED THE MAKING AND SIGNING OF FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL AT AKRON, OHIO THIS 12th DAY OF July, 2017.



Amy King McDougall
Notary Public, Summit County
Ohio
MY COMMISSION EXPIRES 10/01/2018

Notary Public