

FINAL PLAT OF
WEST BROOK ESTATES - PHASE 5C

9.8920 ACRES
PART OF THE NW 1/4 OF SECTION 10
TOWNSHIP 12, RANGE 10
BEING PART OF OUTLOT 636
CITY OF MASSILLON, STARK COUNTY, OHIO

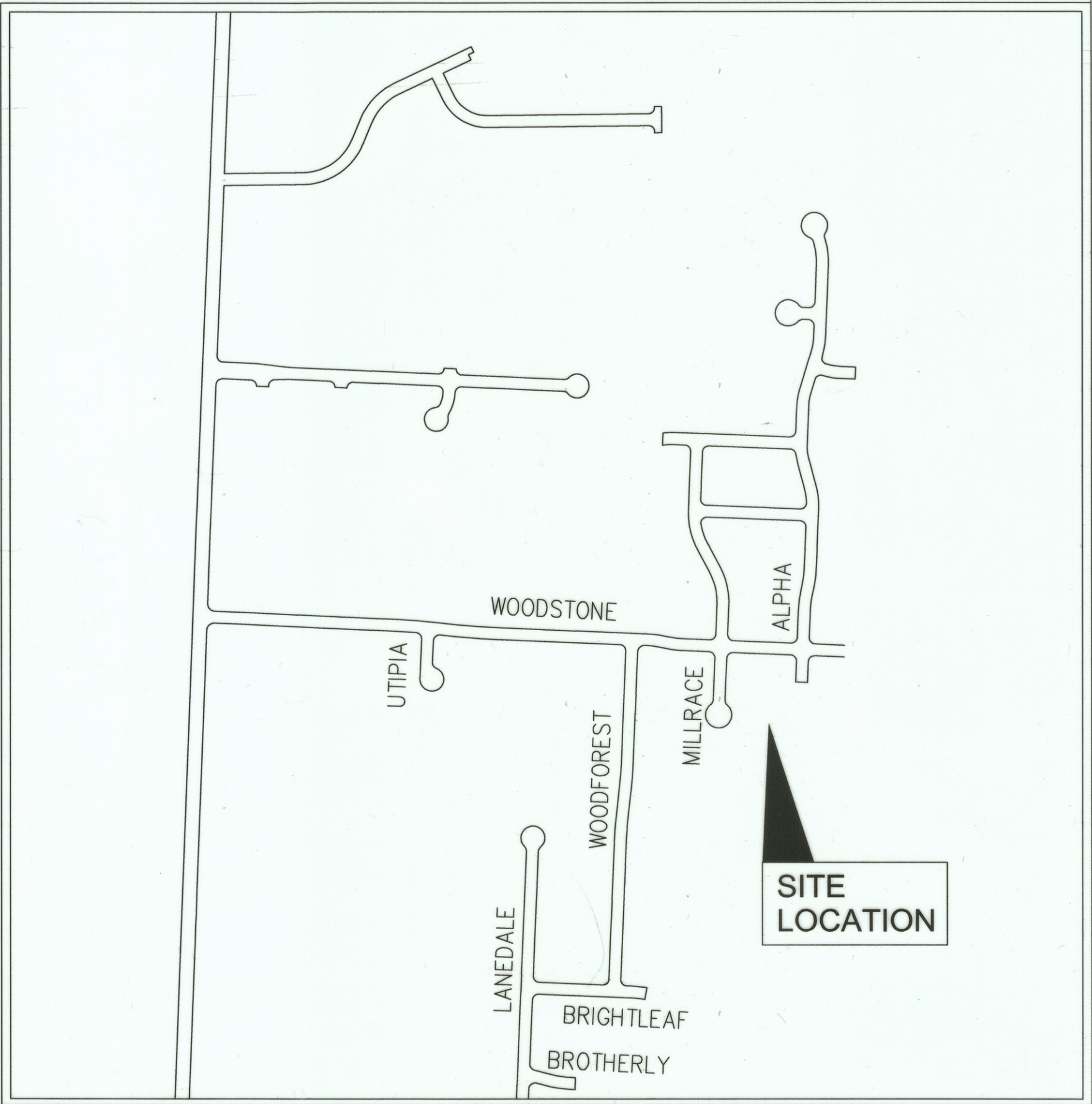
SURVEY CERTIFICATION
THIS PLAT WAS PREPARED FROM A FIELD SURVEY, ANALYSIS OF RECORDED PLATS, DEEDS, AND SURVEY RECORDS UNDER MY SUPERVISION IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO, PER CH 4733-37 OF THE OHIO ADMINISTRATIVE CODE. BEARINGS ARE SHOWN TO A MERIDIAN DESCRIBED HEREON, AND ARE INTENDED TO DENOTE ANGLES ONLY. DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. ALL OF WHICH I CERTIFY TO BE CORRECT TO THE BEST OF MY KNOWLEDGE. MONUMENTATION WAS FOUND, REFERENCED, OR SET AT ALL PROPERTY CORNERS. 5/8" IRON PINS, 30" LONG WITH A YELLOW CAP STAMPED CIVPRO P.S.#8488 WERE SET.


KEITH DYLEWSKI, P.E., PS.

5/31/19
DATE

BASIS OF BEARING:
THE BASIS OF BEARINGS IS OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3401) NAD 83 (1986). THE SCGRS POINTS USED AS REFERENCE STATIONS TO ESTABLISH THE DATUM ARE DESIGNATED AS TUS 032, AND TUS 047. 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 (PCF) OF 0.99989697.

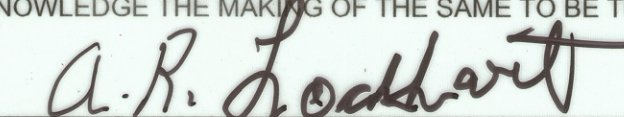
EASEMENTS
AN EASEMENT, TEN FEET WIDE ON THE FRONT AND FIVE FEET WIDE ON THE SIDES AND BACK OF ALL LOTS, AND TEN FEET ON THE EXTERIOR BOUNDARY OF THIS ALLOTMENT IS HEREBY DEDICATED AND RESERVED IN THIS SUBDIVISION TO: COUNTY OF STARK, CITY OF MASSILLON, AQUA OHIO WATER CO., EAST OHIO GAS COMPANY, OHIO 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.



LOCATION MAP
NOT TO SCALE

ACREAGE BREAKDOWN
TOTAL AREA PT OL 636 = 22.6521 ACRES (Calc)
TOTAL AREA IN ROADWAY = 1.9449 ACRES
TOTAL AREA IN LOTS (32) = 7.9471 ACRES
TOTAL AREA IN PHASE 5C = 9.8920 ACRES

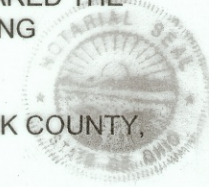
KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, A.R. LOCKHART DEVELOPMENT CO. DOES HEREBY REPLAT THEIR LAND AS SHOWN AND ACKNOWLEDGE THE MAKING OF THE SAME TO BE THEIR FREE ACT AND DEED.


A.R. LOCKHART, PRESIDENT
A.R. LOCKHART DEVELOPMENT CO.
STATE OF OHIO, STARK COUNTY, SS

BEFORE ME, A NOTARY PUBLIC AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED A.R. LOCKHART WHO ACKNOWLEDGE THAT HE DID SIGN OF THE FORGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT STARK COUNTY, STATE OF OHIO, THIS 22nd DAY OF November, 2019.

10/01/2023
MY COMMISSION EXPIRES


Amy King McConnel
NOTARY PUBLIC

APPROVED BY THE CITY OF MASSILLON PLANNING COMMISSION THIS 12 DAY OF June, 2019.


C. TODD LOCKE, CHAIRMAN


J. P. LOCKHART, SECRETARY

PLAT APPROVED BY MASSILLON CITY ENGINEER THIS 25 DAY OF Nov., 2019.


CITY ENGINEER

ENTERED FOR TRANSFER THIS 3rd DAY OF January, 2020.


ALAN HAROLD, STARK COUNTY AUDITOR


Instruments 1000095710
P: 1 of 3 F: 5259.20 2/10/2020
Rick Campbell 2:24 PM PL29X36
Stark County Recorder T2020004923

RECEIVED FOR RECORD THIS 10th DAY OF February, 2020.

RECORDED IN OFFICIAL RECORD IMAGING NUMBER: 202002100005710


RICK CAMPBELL, STARK COUNTY RECORDER

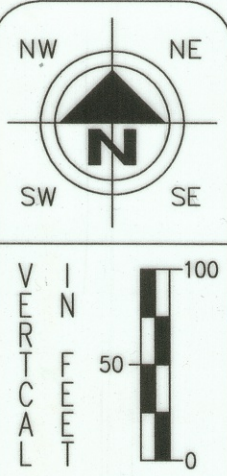
DEDICATION PLAT ACCEPTED BY ORDINANCE # 140 OF THE MASSILLON CITY COUNCIL THIS 21 DAY OF Oct., 2019.


CLAUDETTE W. STRICK, PRESIDENT OF COUNCIL


DIANE POLLOCK, CLERK OF COUNCIL

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT NO ENCUMBRANCES EXIST ON THE LANDS HEREIN OFFERED FOR PUBLIC USE, THIS 25 DAY OF November, 2019.


ANDREA SCASSA - MASSILLON CITY LAW DIRECTOR



HORIZONTAL
SCALE IN FEET
0 50 100

CHECKED BY:
KAD

DATE:
May, 2019

DRAWN BY:
BMH

DATE:
May, 2019

REVISIONS:	DATE	DESCRIPTION

WEST BROOK ESTATES PHASE 5C

Final Plat
KNOWN AS BEING PART OF OL 636 LOCATED IN THE NORTHWEST QUARTER
OF SECTION 10 (T-12, R-10) CITY OF MASSILLON, STARK COUNTY, OHIO


CIVPRO
ENGINEERING
ENGINEERS-SURVEYORS-CONSTRUCTION MANAGERS
4450 BELDEN VILLAGE STREET NW, SUITE 800 CANTON, OH 44708
PHONE: (216) 410-3913 EMAIL: KAD@CIVPROENGINEERING.COM
WWW.CIVPROENGINEERING.COM

DRAWING NAME:
Westbrook Ph 5C

PROJECT NUMBER:

1 / 3

19 PS10

RESTRICTIONS FOR WESTBROOK ESTATES Phase 5
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 and 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, 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.
- c. A split level dwelling structure, the living area of which is one, two or more levels connected by stairways.

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 - 1,200 square feet.
2. Two story - 1,280 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 development 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 right-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 plot 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 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 licensed or permitted hereby and not deemed a trespass.

12. All garages must be of sufficient size to house one automobile, 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 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.
17. Homes constructed must be sufficient size to house one automobile, and be connected to the main house. No carports shall be located on the premises, nor attached to the garage or house.

- 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 materials 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 areas, 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 domestic 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 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 drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or 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. Invalidation or inefficability 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 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 exists 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 interior 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 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, President
A. R. Lockhart Development Co.

Witness,

Witness,

STATE OF OHIO
COUNTY OF SUMMIT

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.

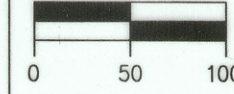
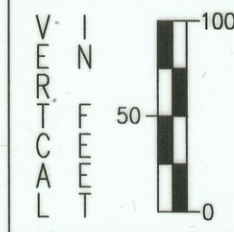
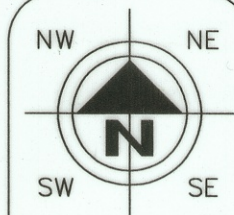
IN TESTIMONY WHEREOF HEREUNTO SET MY HAND AND OFFICIAL SEAL AT AKRON, OHIO THIS 10th DAY OF July, 2019.

Notary Public

MY COMMISSION EXPIRES 10/1/2023



Amy King McDougal
Amy King McDougal
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:
October 1, 2023



HORIZONTAL
SCALE IN FEET

CHECKED BY:
KAD

DATE:
May, 2019

DRAWN BY:
BMH

DATE:
May, 2019

REVISIONS:	DATE	DESCRIPTION

WEST BROOK ESTATES PHASE 5C
Final Plat

KNOWN AS BEING PART OF OL 636 LOCATED IN THE NORTHWEST QUARTER
OF SECTION 10 (T-12, R-10) CITY OF MASSILLON, STARK COUNTY, OHIO

CIVIPRO
ENGINEERING
ENGINEERS-SURVEYORS-CONSTRUCTION MANAGERS
4450 BELDEN VILLAGE STREET NW, SUITE 800 CANTON, OH 44708
PHONE (234) 410-3913 EMAIL: KAD@CIVIPROENGINEERING.COM
WWW.CIVIPROENGINEERING.COM

DRAWING NAME:
Westbrook Ph 5B
REF NUMBER:

3 / 3

19 PS10