

CERTIFICATION

I hereby certify the adjacent plat to be correct as surveyed by me
this 10th day of Oct, 1994.

Robert F. Wagner
Robert F. Wagner
Registered Surveyor #

MASSILLON PLANNING COMMISSION

Approved by the City Planning Commission of Massillon, Ohio. At a meeting held SEPT. 14 1994.

Secretary

Kevin J. Anderson
Chairman

MASSILLON CITY COUNCIL

Accepted by the City Council of Massillon, Ohio, by Ordinance No. **207-1994**

Passed October 3, 1994.

Sharon Swell
Clerk

Carl M. Turkel
President

ACKNOWLEDGEMENT

Known all men by these presents that we the undersigned, owners of the land delineated on the plat shown adjacent, do hereby acknowledge the making of the plat to be our free act and deed and we do hereby dedicate the street shown hereon to public use forever.

Owner
A. R. Lockhart
A. R. LOCKHART

Witness
RAY W. HANLEY
JILL MEYERS

STATE of OHIO ss
COUNTY of STARK

Before me, Notary Public in and for said county, did personally
appear A. L. KERR the owner of
and let him acknowledge that he signed the foregoing instrument
and that the same was his free act and deed.
In testimony whereof, I hereunto set my hand and seal this 14th
day of October 1934.

Eva L. Morales
Notary Public

STOCK MARKET EDITOR

Enter the transfer file 25th day of April 1995.

Justicia Preights in
Stark County Auditor
Patricia A. Sallot, Deputy

STARK COUNTY RECORDED

Received by Record this 25th day of April 1995
 Recorded in Vol. 60 Page 1051 this 25 day
 of April 1995
 Fee: \$6.40 (17*43.20)

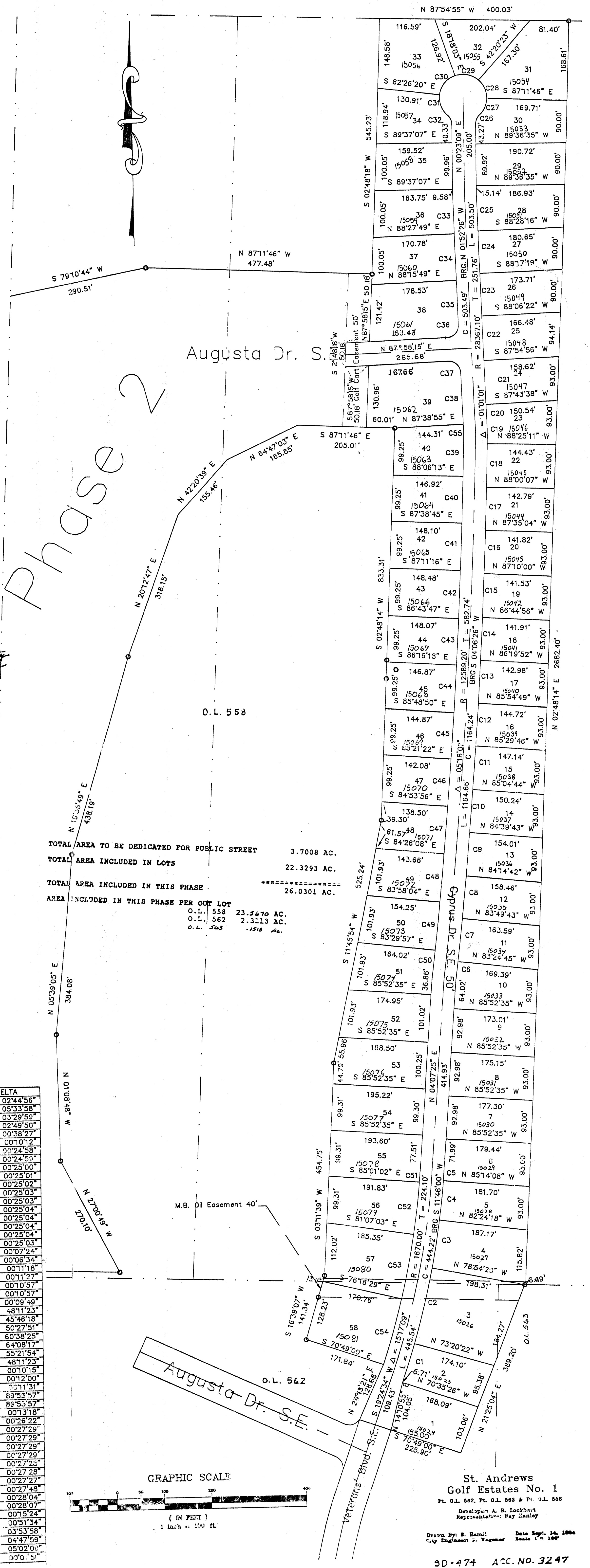
5 day Jane Vignos
Stark County Recorder

CITY LOT NUMBER ASSIGNED THIS 11TH DAY OF OCTOBER - 1994

CITY ENGINEER

BASEMENTS AND RESTRICTIONS

AN EAST-ERN, TEN FEET WIDE GUTTER PILE AND 5 FEET WIDE ON THE SIDES AND
BACK OF THE LINES, AND TEN FEET ON THE DEEPER BACKWAY OF THE
ALLOTTED AREA. THE PILE WAS PLACED IN THIS SUBDIVISION TO
PROTECT THE SIDEWALK. CITY OF MEMPHIS, GAS WATER SERVICE CO., EAST GLO
GAS COMPANY, OHIO ELECTRIC CO., THE PUBLIC UTILITY COMPANY, MASSILLON
CABLE COMPANY, AND CINCINNATI TELEPHONE UTILITY ARE THE OWNERS OF
CONSEQUENCES, RESPECTIVELY, OF THE LAYING OF ANY TRANSMISSION LINE,
PIPE, CABLE, OR OTHER UTILITY, IN THIS SUBDIVISION. THE CITY OF
THE BOARD OF CITY ENGINEERS, THE CITY OF MEMPHIS, IN WATER,
THE BOARD OF CITY ENGINEERS, THE CITY OF MEMPHIS, IN WATER,
UTILITY, THE BOARD OF CITY ENGINEERS, THE CITY OF MEMPHIS, IN WATER,
THE BOARD OF CITY ENGINEERS, THE CITY OF MEMPHIS, IN WATER,
OR THIS CITY OF MEMPHIS, THE CITY OF MEMPHIS, IN WATER,

[illegible]

GRAPHIC SCALE:

(IN FEET)
1 inch = 100 ft.

St. Andrews
Golf Estates No. 1

Developed by A. R. Lockhart
Representative: Fay Manley

Drawn By: S. Hamit
City Engineer R. Wagner

Date Sept. 14, 1934
Scale 1" = 10'

SD-474 ACC. NO. 3247

SD 474 Acc No 3247

RESTRICTIONS FOR ST. ANDREWS GOLF ESTATES**ST. ANDREWS GOLF ESTATES HOMEOWNER'S ASSOCIATION****RESTRICTIONS FOR ST. ANDREWS GOLF ESTATES**

For the 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 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 or without 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 or without a basement.
 - c. A split level dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.

2. LIVING AREA: The "Living Area" of any dwelling shall be not less than 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 - 2,000 square feet.
2. Two story with basement - 2,200 square feet with a minimum of 1,000 square feet on first floor.
3. Split level with basement - 2,100 square feet.

3. INHABITANTS: A single family shall be limited to a husband and/or wife together with their child or children, natural or adopted, while such child or children is or are unmarried, together with the parent or parents of the husband or wife if said adult is widowed or a widower. No more than one married couple may occupy a single family dwelling for more than 30 days per year (allowing for parental vacation visits). No lot owner may permit a non-member of the family to occupy the premises nor lease or rent to any person, tenant, guest, lessee, renter, or other non-family member beyond the first level of consanguinity.

4. MARKET VALUE: The appraised fair market value of any dwelling erected or placed upon any part of the land herein conveyed shall be not less than \$150,000.00 including the value of the lot.

- a. The value shall be based on cost of living index as of December 1994, as determined by the U. S. Department of Labor and increases thereafter. The required minimum value shall likewise increase at the same percentage increase of such cost of living index. At no time, however, shall the minimum value as stated above be less than \$150,000.00 including the value of the lot.

5. SIDE YARDS: Each building shall have a side yard along each lot line. The least dimension of each side yard shall be not less than 10 feet for one (1) story house, and 12 feet for two (2) story houses. The side yard nearest the street on any corner lot shall have a width as designated on the recorded plat. No shrubbery shall be closer than allowed setback to the 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 to Developer and the written consent of said Developer to such subdivision or division has been obtained.

7. No fence or wall of any kind or for any purpose shall be erected, placed, or suffered to remain on any lot. A fence may be erected for the purpose of protection of a private swimming pool, 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 (5) feet in height, and must have the approval of the Developer in writing for material, design, and locations.

8. All garbage or trash containers, oil tanks, and bottled gas tanks 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 is responsible for all lot erosion control and no unsightly growth such as weeds, underbrush, or the like shall be permitted to grow or remain upon any lot and 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 that 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 such owner's lot for such purpose shall be deemed irrevocably licensed or permitted hereby and not deemed a trespass.

12. All matters herein requiring the approval of the Developer by the terms of this instrument, shall be submitted to the Developer at W. G. Lockhart Construction Co., 800 W. Waterloo Road, Akron, Ohio, 44314, in writing, accompanied by such specification, detail, and other documents in duplicate as are reasonably required by it to make a proper decision. In order to ensure that the homes and other building will have a uniform high standard of construction, the Developer reserves the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, aesthetic reasons. The Developer shall approve or disapprove such written submission or application for approval, in writing within ten (10) days after its receipt of the same. All plans submitted shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels and 4 elevations. Plans shall indicate materials and colors intended to be used.

13. No garage shall be erected which is not connected to the main building. To meet the requirements that they be connected; the dwelling unit and garage shall have not less than one (1) common wall. No carports shall be located on the premises, nor attached to the garage or house. All garages must be of sufficient size to house two automobiles.

14. All foundations will have brick to grade on all sides of home and garage.

15. 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.

16. If home construction has not commenced within 12 months after lot is available to build on, lot owner will install sidewalk and pay for same. Developer may install sidewalk and bill lot owner if performance of this provision is not accomplished by lot owner.

17. No for sale signs or real estate signs on site will be permitted to include dollar amount or price of lot or home being advertised for sale.

II. The following shall be prohibited:

- A. Drilling or operating oil or 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 development of the property for permitted uses by Developer,

nor Developers reservation 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 purposes of transportation of any oil, gas, or other constituent 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 or disturbance.

- 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 out of sight.

- 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.

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

- G. Satellite T.V. dishes or radio towers.

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

- I. Any unattached storage buildings, outbuildings, accessory buildings, sheds, barns, dog houses, etc.

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 or 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 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 January 1, 2020, and shall be automatically extended beyond the date for successive ten year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenant in whole or in part.

- E. Invalidity or unenforceability of any one or more of the provisions herein by judgment 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 unto themselves, their successors or assigns, for so long as Developer owns any part of the premises, the right (but not the duty) to enforce said restrictions by 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. 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 or succeeding violation of these restrictions. However, the failure, refusal or neglect of Developer to enforce said restrictions or to prevent violations thereof shall in no event make Developer liable for such failure, refusal, or neglect to any third person or persons.

- G. Developer reserves the right to transfer its rights in these covenants to a homeowners' association made up of the owners of the lots in this development by an agreement to be drawn and entered into between the parties at the time that 95% of the lots are sold.

- H. It is hereby expressly understood that a five (5) foot wide easement on the sides 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 Ohio Edison Company, the Ohio Bell 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.

- I. Buyers will have the lot landscaped within six (6) months after each buyer has taken 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.

- J. 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.

- K. Exterior wall treatments shall be brick to grade on front, side, rear elevations and all chimneys.

- L. All fireplaces and chimneys shall be constructed of masonry material (except the fire boxes which can be a pre-assembled metal unit).

- M. All of the restrictions above shall apply to all land within the platted area of this plat.

- N. 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 neuter) shall include all genders.

- O. The terms, covenants, conditions, and restrictions of this declaration shall create perpetual, mutual, and reciprocal benefits and servitudes upon the property, 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 inure to the benefit of the Developer, the association, and each owner.

- P. The City of Massillon owns property in and surrounding this residential development. This property will be operated as a public golf course. Owners of lots hereby acknowledge they have been informed of this Golf Course operation and facilities. Buyer acknowledges that the use and peaceful possession of Buyer's lot will be affected by the development of the golf course. Specifically, golf course users may traverse the periphery of the development in designated areas and at times they may trespass. Golf balls may, from time, land upon the Buyer's lot. Buyer acknowledges being informed of such interferences and agrees to accept the same without recourse as to the Developer or Seller. Buyer's use of the golf course shall be subject to all reasonable rules, restrictions and fees imposed by the operator of the golf course regarding course use and use of the associated facilities. These conditions as stated shall survive any transfer of ownership of the Golf Course to the City.

- Q. Buyer acknowledges that M & B Operating Company operates and maintains existing oil and gas wells on the City's property in the golf course. The pipe lines may run through and in dedicated easements as shown on the plat. The building restrictions in relationship to these easements shall be as mandated and Buyer agrees to accept the same without recourse as to the Developer or Seller.

- R. All easements, setbacks, and sideyard dimensions are those shown and stated on the plat.

- S. Substantial duplication of existing or planned exterior characteristics of a residence in this subdivision shall not be permitted. All houses shall be constructed on the same lot locations will be subject to the same approval. The City's approval prior to a construction of any building or building permits.

- T. All utility services to residence shall be installed underground.

ST. ANDREWS GOLF ESTATES HOMEOWNER'S ASSOCIATION

Homeowner's Association shall be established, and shall be responsible for the regulating and enforcement of the allotment guidelines and restrictions. All lot owners will be required to be a part of the Homeowner's Association. If there exists any open space area, the Homeowner's Association shall be responsible for the maintenance and taxes. All the costs shall be equally divided among all the Homeowner's of lots. The cost will be required of everyone other than original developer.

Class A members shall be entitled to one (1) vote for each lot owned.

Class B member shall be the declarant. The Class B member shall originally be entitled to ten (10) votes for each lot owned provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier.

January 1, 2005, or

The date that owners other than the declarant own ninety-five percent (95%) or more of the lots.

From and after the happening of those events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each lot to which the declarant holds title. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

VOTING. Unless a greater percentage is required by these restrictions or by the articles or by laws, all decisions requiring a vote of the members shall be determined by a majority of the voting power of all members.

NOTICE OF MEETING. Written notice of any meeting called for the purpose of taking any action requiring a vote of the members shall be sent to all members not less than seven (7) days and not more than sixty (60) days in advance of such meeting.

COVENANTS FOR ASSESSMENT.

OBLIGATION OF ASSESSMENTS. Each member, by acceptance of a deed for such member's lot, is deemed to covenant and agree to pay to the association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments shall be a charge on and a continuing lien on each lot of the owner responsible for the payment of such assessment. Each such assessment shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

PURPOSE. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents and owners in the development, and for the improvement, maintenance, repair and replacement of the common areas and facilities, and for purposes incidental or related thereto.

INITIAL ASSESSMENT.

The initial assessment fee will be established at the time the Homeowner's Association is formed. The fee can be increased or decreased by the Association to any lot owned by a Class A member. All assessment fees must be fixed at a uniform rate for all lots.

The initial assessment fee may be increased or decreased only by the affirmative vote of a majority of the voting power of the Board of Trustees (Board).

COMMENCEMENT AND METHOD OF ASSESSMENT. The assessment fee shall commence upon the transfer of title to that lot prorated on the calendar year basis to the date of transfer. The initial assessment shall be adjusted according to the number of days remaining in the calendar year, and such assessments shall thereafter be on a full calendar year basis. The Board shall fix the amount of subsequent assessments at least thirty (30) days in advance of each annual assessment period. The due date for such assessment shall be established by the Board. Each member shall pay such member's assessment on one annual payment commencing on the date designated by the Board. Separate due dates may be established by the Board for partial annual assessments and special assessments, as long as made thirty (30) days in advance thereof. Written notice of the assessments shall be sent to each member. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments payable with respect to a specific lot have been paid.

EFFECT OF NON-PAYMENT OF ASSESSMENT. Any assessment not paid within thirty (30) days after the due date shall be deemed in default. Members may not waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas and facilities or abandonment of such owner's lot. A delinquent assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association shall have the right to prohibit the use of the common areas and facilities by members who are delinquent in the payment of their assessments. The Association may bring an action at law against the member, and upon obtaining a judgment, such judgment shall include interest on the assessment at the rate of 15% and reasonable attorney's fees to be fixed by the court, together with the cost of the action.

LIEN FOR DELINQUENT ASSESSMENT. The lien for assessment fees provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect such lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

The declarant reserves the right to transfer its rights in these restrictions to a Homeowner's Association made up of the owners of the lots in this development by an agreement to be drawn and entered into between the parties at the time that 95% of the lots are sold or January 1, 2005, whichever is sooner.

