

# WASHINGTON SQUARE

## COVENANTS, CONDITIONS AND RESTRICTIONS

### COVENANTS AND CONDITIONS

#### WASHINGTON SQUARE NO. 1

The undersigned being the Owner and Developer of Lots 1 through 47, inclusive, in Washington Square No. 1, an Allotment described in Plat Book 64 Page 36, of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all the present and future owners of property in Washington Square No. 1.

1. No lot or any part thereof shall be used for other than single family, private, residential purpose. No lot shall be subdivided or any lot sold except as a whole, except that the undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

No property shall be used as a hotel, rooming house, boarding house, group home, half-way house or other type of group or communal living by persons not related by blood or marriage. A blood relative shall be defined to include only the following: parents and children or step-children; brother and sister; half brother and half sister; adopted children and children of a spouse; grandparents and grandchildren; aunts, uncles, nephews and nieces; and first cousins.

2. Any dwelling erected in Washington Square No. 1 shall adhere to and comply with the following requirements:

a. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, or story and a half design.

(1) One story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling place.

(2) 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.

(3) 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.

(4) Story and a half dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof, with window penetrations made by the use of dormers.

ii. Living Area: The living area of any dwelling shall be not less than the square footage hereinafter set forth. ?Living Area? shall not include garages, attics, basements, breezeways, patios, or any enclosed area not heated for year-round living.

(1) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimensions of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

(2) The minimum square footage for each of the aforementioned designs, computed as above described shall be:

- (1) One Story 1800 Square Feet
- (2) Two Story 2200 Square Feet
- (3) Split Level 2000 Square Feet
- (4) Cape Cod 2200 Square Feet with not less than 1600 square feet in the first floor area.

iii. Garage: No garages shall be erected which are separated from the main building. All garages must be at least 440 square feet.

b. A hard surfaced driveway of concrete, asphalt, brick or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property. The slope of the driveway between the curb and the property line cannot exceed 5" of vertical rise.

c. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications and profiles for Washington Square No. 1. The drive slope requirement in paragraph ?B? above is part of this regulation.

d. No building of any kind may be erected or maintained on any of the lots in said allotment, until the plans and specifications, elevation, location, materials and grade thereof, have been submitted in writing and are approved in writing by an authorized employee or agent of the Developer.

e. The lot owners shall maintain a general good appearance of said premises and shall in no case allow weeds to grow on any part of said lot including easements reserved for the public utilities and the land lying between the front lot line and the road improvement. A

finish lawn shall be planted and established within six (6) months after occupancy of the residence.

f. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations. No structure of a temporary character, trailer, recreational vehicles, basement dwelling, tent, shack, barn or other outbuilding or commercial advertising signs or billboards shall be erected or located on said premises. ? Mini-barns? may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles and other items, so long as such ?mini-barns? are erected and constructed pursuant to the following specifications.

i. Such buildings shall be of wood construction, painted white or the major color of the siding on the residence, with an asphalt shingle roof matching the roof on the residence, and shall be of a construction size not less than 64 square feet, nor more than 100 square feet, and shall not be more than 8 feet in height.

ii. Such ?mini-barns? shall be constructed at a location at the rear property line of each respective lot but not located closer than 5' to any property line.

iii. Such ?mini-barns? shall be maintained and in a good state of repair. No more than one mini-barn per lot is permitted.

g. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines or driveways are not permitted.

h. In the construction of improvements on any lot in Washington Square No. 1, no activities or any action will be taken by a grantee of a lot in Washington Square No. 1 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A Lot Owner shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the McKinley Development Company, at 1201 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

3. Motor homes, campers, travel trailers, boats, trucks, or any other recreational vehicle shall be parked in garages at all times. Any such vehicle which is too large to fit entirely within a garage shall not be parked in the allotment.

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on any lot in the front of any dwelling; no fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the side yards of any dwelling, the height of which exceeds 40"; no such fence shall be built or permitted in the rear yard of any lot the height of which exceeds six feet (6'). No fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to

installation.

5. No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.

6. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.

7. Mailboxes and newspaper boxes will be provided and installed by the Developer. Mailbox location will be determined by the United States Postal Service. Mailboxes and newspaper boxes once installed, shall be maintained by the homeowner. No mailbox or newspaper delivery receptacle shall be erected other than the type provided and installed by the Developer.

8. No commercial or industrial vehicles, such as, but not limited to moving vans, trucks, (other than light-duty pickup trucks), tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be parked upon said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

9. No animals, except dogs or cats, not to exceed two (2) in total, or fowl may be kept on the lot. No nuisance of any kind shall be maintained or allowed on the lot and no use thereof shall be made or permitted that is noxious or dangerous to health. The Developer shall have full authority to determine what constitutes a nuisance.

10. No satellite dishes shall be permitted, except those less than 20 inches in diameter and no TV or other antennas shall be erected.

11. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.

12. There shall be no above ground swimming pools, except small (48" in diameter) portable pools for children.

13. A brick or stone band is required on all front and side elevations. Exposed concrete block foundation is permitted on the rear elevation. Split face concrete block is permitted on the rear elevation but shall not be used in place of a brick or stone band in complying with the first sentence of this item.

14. All exterior chimneys must be of masonry construction faced with either brick or stone.

15. The Developer, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in Washington Square No. 1.

(a) Each and every owner in Washington Square No. 1, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not for Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in Washington Square have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in Washington Square No. 1, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a ?NOTICE OF LIEN? against any lot(s) or tract(s) owned by grantee in such allotment upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) The Developer shall install street lights in Washington Square No. 1. The power to operate said lights will be paid by the City of North Canton. Maintenance and repair of said lights shall be paid by the Developer until such time as Washington Square No. 1 is turned over to the Homeowners' Association at which time the Homeowners' Association shall be responsible for this obligation.

(e) The Lot Owner or their successors and assigns shall, within three (3) months of occupancy of their residence, construct on said lot a sidewalk which shall be four (4) feet wide, four (4) inches deep, constructed of concrete (six sack limestone mix) and meet the specifications of the City of North Canton and shall span the width of the lot which shall connect or which shall become connected to the sidewalk constructed on adjoining lots on each side of the lot.

(f) Street trees shall be provided by the developer along the street right of way. The street trees shall not be moved except by the developer. The Lot Owner is expressly prohibited from moving street trees from the tree lawn area to other areas on the lot or otherwise.

(g) The Developer reserves the right to create entrance signs and install plantings on Lots 1 and 47. Developer hereby reserves an amenity easement over and across the necessary portion of Lot No. 1 and Lot No. 47 to construct and maintain an entrance sign and related plantings and landscaping on said lot. Developer shall assign this amenity easement to the Homeowners' Association, as provided herein. The Developer shall maintain the sign and plantings until such time as the Developer conveys this area to the Homeowners' Association, at which time the Homeowners' Association shall accept maintenance. The Owner of Lot 1 and Lot 47 do not have the right to remove or alter the entrance, entrance plantings or signage.

16. Erection or maintenance of any signs, billboards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot.) (b) Home Builders and General Contractor signs, not larger than ten (10) square feet (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of McKinley Development Company. Nothing herein contained shall limit McKinley Development Company's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of Developer. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

17. The Real Property fronting on Market Avenue North, immediately south of Lots 44 through 47, have dual zoning of RMF-A and O-B.

The lands south and east of Lots 38 through 43, are zoned RMF-A and will consist of 7 lots on which single family homes which may be subject to a common master plan and/or declaration of development (the "Planned Development Homes").

The land immediately south of the Planned Development Homes situated on lots 38 through 43 and east of the rear lot lines of lots 35, 36, and 37 will be green space deeded to the Homeowners' Association and will have constructed within its confines a City of North Canton required retention basin.

Immediately south of the green space and retention basin and west of the previously mentioned Market Street frontage zoned RMF-A and O-B, will be 33 attached and detached Planned Development Homes.

The 20 acre land area at the intersection of Easton Street and Market Avenue north is zoned for commercial use and will be known as The Market Place at Washington Square.

Certain lots have been reserved for builders model homes, sales centers and parking areas.

18. The Developer reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of filling, grading, or installation of drainage facilities. Entry into said property for such purposes shall not be deemed a trespass.

19. 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 owner of any lot in this development, as well as the undersigned and its successors and assigns.

20. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2008, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 19 herein) has been recorded, agreeing to change said covenants in whole or in part.

21. The Developer reserves for itself, its successors and assigns the right to amend, change, cancel or add to any or all of the aforementioned provisions; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these restrictions when it deems such course of action advisable for the betterment of the allotment. No other amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the then owners of the property has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged  
in the presence of: McKINLEY DEVELOPMENT COMPANY  
An Ohio General Partnership

By:  
Robert J. DeHoff

By:  
William J. Lemmon

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above name McKINLEY DEVELOPMENT COMPANY, as Ohio General Partnership, by Robert J. DeHoff and William J. Lemmon, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said partnership and their free act and deed individually and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my had and official seal at North Canton, Ohio, this day of March, 1998.

Notary Public

This Instrument Prepared By:

McKinley Development Company  
821 South Main Street  
North Canton, Ohio 44720

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RESTRICTIVE COVENANTS  
WASHINGTON SQUARE NO. 2

The undersigned being the Owner and Developer of Lots 55 through 111, inclusive, in Washington Square No. 2, an Allotment described in Plat Book 67 Page 88 , of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all the present and future owners of property in Washington Square No. 2.

1. No lot or any part thereof shall be used for other than single family, private, residential purpose. No lot shall be subdivided or any lot sold except as a whole, except that the undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

No property shall be used as a hotel, rooming house, boarding house, group home, half-way house or other type of group or communal living by persons not related by blood or marriage. A blood relative shall be defined to include only the following: parents and children or step-children; brother and sister; half brother and half sister; adopted children and children of a spouse; grandparents and grandchildren; aunts, uncles, nephews and nieces; and first cousins.

2. Any dwelling erected in Washington Square No. 2 shall adhere to and comply with the following requirements:

A. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, or Cape Cod design.



(a) One story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling place.

(b) 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) 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.

(d) Cape Cod dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof, with window penetrations made by the use of dormers.

ii. Living Area: The living area of any dwelling shall be not less than the square footage hereinafter set forth. ?Living Area? shall not include garages, attics, basements, breezeways, patios, or any enclosed area not heated for year-round living.

(a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimensions of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

(b) The minimum square footage for each of the aforementioned designs, computed as above described shall be:

(1) One Story 1800 Square Feet

(2) Two Story 2200 Square Feet

(3) Split Level 2000 Square Feet

(4) Cape Cod 2200 Square Feet with not less than 1600 square feet in the first floor area.

iii. Garage: No garages shall be erected which are separated from the main building. All garages must be at least 440 square feet.

B. A hard surfaced driveway of concrete, asphalt, brick or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property. The slope of the driveway between the curb and the property line cannot exceed 5" of vertical rise.

C. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications and profiles for Washington Square No. 2. The drive slope requirement in paragraph ?B? above is part of this regulation. Driveways shall not be wider than 22' from the front

property line to the street unless approved in writing by McKinley Development Company.

D. No building of any kind may be erected or maintained on any of the lots in said allotment, until the plans and specifications, elevation, location, materials and grade thereof, have been submitted in writing and are approved in writing by an authorized employee or agent of the undersigned.

E. The lot owners shall maintain a general good appearance of said premises and shall in no case allow weeds to grow on any part of said lot including easements reserved for the public utilities and the land lying between the front lot line and the road improvement. A finish lawn shall be planted and established within six (6) months after occupancy of the residence.

F. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations. No structure of a temporary character, trailer, recreational vehicles, basement dwelling, tent, shack, barn or other outbuilding or commercial advertising signs or billboards shall be erected or located on said premises. ? Mini-barns? may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles and other items, so long as such ?mini-barns? are erected and constructed pursuant to the following specifications.

i. Such buildings shall be of wood construction, painted white or the major color of the siding on the residence, with an asphalt shingle roof matching the roof on the residence, and shall be of a construction size not less than 64 square feet, nor more than 100 square feet, and shall not be more than 8 feet in height.

ii. Such ?mini-barns? shall be constructed at a location at the rear property line of each respective lot but not located closer than 5' to any property line.

iii. Such ?mini-barns? shall be maintained and in a good state of repair. No more than one mini-barn per lot is permitted.

G. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines or driveways are not permitted.

H. In the construction of improvements on any lot in Washington Square No. 2, no activities or any action will be taken by a grantee of a lot in Washington Square No. 2 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee or successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the McKinley Development Company, at 1201 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

3. Motor homes, campers, travel trailers, boats, trucks, or any other recreational vehicle shall be parked in garages at all times. Any such vehicle which is too large to fit entirely within a garage shall not be parked in the allotment.

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front of any dwelling; no fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the side yards of any dwelling, the height of which exceeds 40"; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. Nothing in this paragraph is intended to prevent a builder from constructing a fence for crowd control at a model home or sales center or preventing a homeowner from erecting a decorative fence running parallel with the sidewalk leading from the driveway to the front door so long as the decorative fence is within 24" of the sidewalk. All fences shall be approved in writing by the undersigned prior to installation.

5. No yard ornaments are permitted in any portion of the front yard. Yard ornaments include, but are not limited to: figures, sculptures, bird baths, crystal balls, etc. Temporary or seasonal ornaments are permitted, for example: Christmas decorations, baby announcements, etc.

6. No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.

7. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.

8. Mailboxes and newspaper boxes will be provided and installed by the undersigned. Mailbox location will be determined by the United States Postal Service. Mailboxes and newspaper boxes once installed, shall be maintained by the homeowner. No mailbox or newspaper delivery receptacle shall be erected other than the type provided and installed by the undersigned.

9. No commercial or industrial vehicles, such as, but not limited to moving vans, trucks, (other than light-duty pickup trucks), tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be parked upon said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

10. No turkeys, geese, chickens, fowl or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, may be kept on said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health. The undersigned shall have full authority to determine what constitutes a nuisance.

11. No satellite dishes shall be permitted, except those less than 20 inches in diameter and no TV or other antennas shall be erected.

12. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.
13. There shall be no above ground swimming pools, except small (48" in diameter) portable pools for children.
14. A brick or stone band is required on all elevations. Split face concrete block is not permitted.
15. All exterior chimneys must be faced with either brick or stone.
16. Roof pitches are to be a minimum of 6/12. Gables, dormers, and other elements that provide detail and interest to the roof are encouraged.
17. No signs, billboards or advertising devices of any kind shall be erected except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot); and, (b) Home Builders and General Contractor signs, not larger than ten (10) square feet (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of McKinley. Nothing herein contained shall limit McKinley's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of McKinley. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way. All signs shall conform to the City of North Canton sign regulations.
18. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in Washington Square, and all subdivisions of Washington Square, excluding the Villages at Washington Square.
  - (a) Each and every owner in Washington Square No. 2, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not for Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.
  - (b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in Washington Square for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of

organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting Washington Square as the Association may determine. Until 75% of the lots in Washington Square have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in Washington Square No. 2, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a ?NOTICE OF LIEN? against any lot(s) or tract(s) owned by grantee in such allotment upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) The undersigned shall install street lights in Washington Square No. 2. The power to operate said lights will be paid by the City of North Canton. Maintenance and repair of said lights shall be paid by the undersigned until such time as Washington Square is turned over to the Homeowners' Association and then becomes the obligation of the Homeowners' Association.

(e) The Owner or their assigns shall, within three (3) months of occupancy of their residence, construct on said lot a sidewalk which shall be four (4) feet wide, four (4) inches deep, constructed of concrete (six sack limestone mix) and meet the specifications of the City of North Canton and shall span the width of the lot and connect to the sidewalk constructed on adjoining lots on each side of the premises.

(f) Street trees shall be provided by the undersigned along the street right of way. The street trees shall not be moved except by the undersigned. The lot owner is expressly prohibited from moving street trees from the tree lawn area to other areas on the homeowners' lot. Maintenance of street trees is the responsibility and expense of the lot owner.

19. The lands fronting on Market Avenue North, immediately south of Lots 44 through 47 in Washington Square No. 1, have dual zoning of RMF-A and O-B.

The lands south and east of Lots 38 through 43 in Washington Square No. 1, are zoned RMF-A and will consist of 7 lots on which will be constructed single family PUD homes.

The land immediately south of the PUD homes of the beforementioned 7 PUD lots and east of the rear lot lines of lots 35, 36, and 37 in Washington Square No. 1 will be green space deeded to the PUD Homeowners' Association and will have constructed within its confines a City of North Canton required retention basin.

Immediately south of the green space and retention basin in Washington Square No. 1 and west of the previously mentioned Market Street frontage zoned RMF-A and O-B, will be approximately 33 attached and detached PUD homes.

The 22± acre land area at the intersection of Easton Street and Market Avenue north is zoned for commercial use and will be known as The Market Place at Washington Square.

Certain lots have been reserved for builders model homes, sales centers and parking areas.

20. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of filling, grading, or installation of drainage facilities. Entry into said property for such purposes shall not be deemed a trespass.

21. 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 owner of any lot in this development, as well as the undersigned and its successors and assigns.

22. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2010, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the 75% of the then owners of the lots in this development (except as provided in Paragraph 23 herein) has been recorded, agreeing to change said covenants in whole or in part.

23. The undersigned reserves for itself, its successors and assigns the right to amend, change, cancel or add to any or all of the aforementioned provisions; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these restrictions when it deems such course of action advisable for the betterment of the allotment. No other amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the then owners of seventy-five percent (75%) of the lots within Washington Square has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged  
in the presence of: MCKINLEY DEVELOPMENT COMPANY

By:  
Robert J. DeHoff

By:

William J. Lemmon

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above name McKINLEY DEVELOPMENT COMPANY, an Ohio General Partnership, by Robert J. DeHoff and William J. Lemmon, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said partnership and their free act and deed individually and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my had and official seal at North Canton, Ohio, this 10th day of May, 2000.

Notary Public

This instrument prepared by:  
McKinley Development Company  
1201 South Main Street  
North Canton, Ohio 44720  
330-499-8153