

TRUE NORTH (Geodetic)
North
ODOT VRS and CORS GNSS Network
NAD83 (2011), NAVD88, GRS80, Geoid18



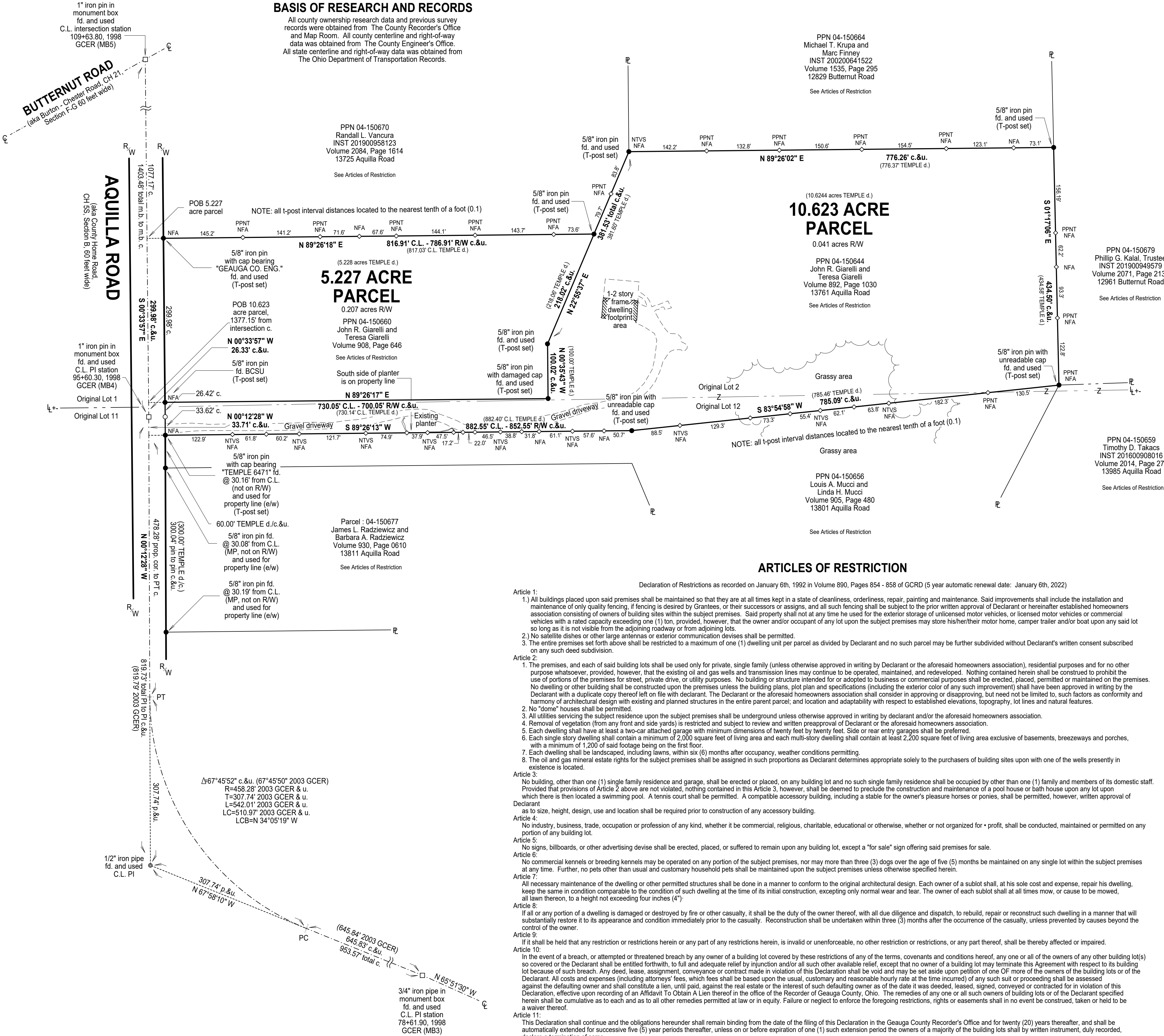
- -Denotes 5/8" (diameter) x 30" (long) iron (steel) pin
(#5 rebar) with yellow plastic cap bearing "KOSIE P.S. 8167" set
c. -Denotes calculated measurement r. -Denotes record measurement
d. -Denotes deed measurement p. -Denotes plat measurement
o. -Denotes observed measurement u. -Denotes used measurement
m. -Denotes measured distance fd. -Denotes found monument
PPN -Denotes permanent parcel number INST -Denotes instrument number
DN -Denotes document number APN -Denotes automatic file number
C/L -Denotes centerline RW -Denotes right-of-way (margin)
L -Denotes lot line RL -Denotes property line
BCSU -Denotes monument found bent, coned, straightened and used
BCO -Denotes monument found bent, coned and observed
POB -Denotes point of beginning MP -Denotes "measured perpendicularly"
aka -Denotes "also known as" fka -Denotes "formerly known as"
FB -Denotes "field book" TR -Denotes "Township Road" CH -Denotes "County Highway"
PC -Denotes point of curve PT -Denotes point of tangency
PCC -Denotes point of compound curve PRC -Denotes point of reverse curve
PI -Denotes point of angular intersection (vertex) POT -Denotes point on tangency
Δ -Denotes delta angle R -Denotes radius distance
T -Denotes tangent distance L -Denotes length distance
LC -Denotes chord distance LCB -Denotes chord bearing
L -Denotes unsurveyed, approximate location of lot line
◇ -Denotes 7" Steel T-Post set on property line
PPNT -Denotes "Private Property No Trespassing" sign placed on T-post
NTVS -Denotes "No Trespassing Video Surveillance" sign placed on T-post
NFA -Denotes "No Firearms Allowed" sign placed on T-post

REFERENCES

"The June 2nd, 1928 field notes by Marks, Parks, Rand, Hassel, Dietz in Field Book 125, Page 13, filed as G.C.E. FIELD BOOK 125.pdf in the GCER.
"The June, 1948 field notes for County Home Road (CH 5, Section C) by J. Maynard, S. Smith, A. Temple and I.A. Canfield, filed as G.C.E. FIELD BOOK 078.pdf in the GCER.
"The September, 1950 field notes for Butternut Road, CH 21, Section F "pt", filed as G.C.E. FIELD BOOK 128.pdf in the GCER.
"The undated survey as prepared by Fullerton, Kerr and Associates, Registered Engineers and Surveyors, recorded in INST 201800936920, Volume 2053 Page 3073 of GCRD.
"The January 9th, 1992 surveys prepared by J. Arther Temple, Registered Surveyor 4761, recorded in Volume 892, Page 1030, Volume 905, Page 642, Volume 905, Page 646, Volume 908, Page 1318, Volume 930, Page 610, Volume 992, Page 762, Volume 1017, Page 331, Volume 1046, Page 914, Volume 1535, Page 295, INST 201700917824, Volume 2027, Page 2125, INST 201600908016, Volume 2014, Page 272, INST 201900958123, Volume 2084, Page 1614, and INST 201900949579, Volume 2071, Page 2138 of GCRD.
"The 1998 improvement plans for C.R. No. 55, Aquilla Road, Burton Township, Geauga County filed as CH00055-A-AQUILLA ROAD 1998 PLANS (AS-BUILT) pdf in the GCER.
"The January 31st, 2003 County highway Right of Way Plat for the alteration and vacation of portions of Aquilla Road, C.H. 55, Section B, being part of Original Lot No. 11 and Lot No. 12 Burton Township -Gauga County, Ohio, prepared by Kenneth A. Folk, P.S. 7763, recorded in plat Volume 36, Pages 21 - 26 of GCRD.

BASIS OF RESEARCH AND RECORDS

All county ownership research data and previous survey records were obtained from The County Recorder's Office and Map Room. All county centerline and right-of-way data was obtained from The County Engineer's Office. All state centerline and right-of-way data was obtained from The Ohio Department of Transportation Records.



ARTICLES OF RESTRICTION

Declaration of Restrictions as recorded on January 6th, 1992 in Volume 890, Pages 854 - 858 of GCRD (5 year automatic renewal date: January 6th, 2022)

- Article 1:
1.) All buildings placed upon said premises shall be maintained so that they are at all times kept in a state of cleanliness, orderliness, repair, painting and maintenance. Said improvements shall include the installation and maintenance of any quality fencing, if fencing is desired by Grantor, or their successors or assigns, and all such fencing shall be subject to the prior written approval of Declarant or hereinafter established homeowners association consisting of owners of building sites within the subject premises. Said property shall not at any time be used for the exterior storage of unlicensed motor vehicles, or licensed motor vehicles or commercial vehicles with a rated capacity exceeding one (1) ton, provided, however, that the owner and/or occupant of any lot upon the subject premises may store his/her/motor home, camper trailer and/or boat upon any said lot so long as it is not visible from the adjoining roadway or from adjoining lots.
2.) No satellite dishes or other large antennas or exterior communication devices shall be permitted.
3.) The entire premises set forth above shall be restricted to a maximum of one (1) dwelling unit per parcel as divided by Declarant and no such parcel may be further subdivided without Declarant's written consent subscribed on any such deed subdivision.
- Article 2:
1.) The premises, and each of said building lots shall be used only for private, single family (unless otherwise approved in writing by Declarant or the aforesaid homeowners association), residential purposes and for no other purpose whatsoever, provided, however, that the existing oil and gas wells and transmission lines may continue to be operated, maintained, and redeveloped. Nothing contained herein shall be construed to prohibit the use of portions of the premises for street, private drive, or utility purposes. No building or structure intended for or adopted to business or commercial purposes shall be erected, placed, permitted or maintained on the premises. No dwelling or other building shall be constructed upon the premises unless the building plans, plot plan and specifications (including the exterior color of any such improvement) shall have been approved in writing by the Declarant with a duplicate copy thereof left on file with declarant. The Declarant or the aforesaid homeowners association shall consider in approving or disapproving, but need not be limited to, such factors as conformity and harmony of architectural design with existing and planned structures in the entire parent parcel; and location and adaptability with respect to established elevations, topography, lot lines and natural features.
2.) No "dorm" houses shall be permitted.
3.) All utilities servicing the subject residence upon the subject premises shall be underground unless otherwise approved in writing by declarant and/or the aforesaid homeowners association.
4.) Removal of vegetation (from any front and side yards) is restricted and subject to review and written preapproval of Declarant or the aforesaid homeowners association.
5.) Each dwelling shall have at least a two-car attached garage with minimum dimensions of twenty feet by twenty feet. Side or rear entry garages shall be preferred.
6.) Each single story dwelling shall contain a minimum of 2,000 square feet of living area and each multi-story dwelling shall contain at least 2,200 square feet of living area exclusive of basements, breezeways and porches, with a minimum of 1,200 of said footage being on the first floor.
7.) Each dwelling shall be landscaped, including lawns, within six (6) months after occupancy, weather conditions permitting.
8.) The oil and gas mineral estate rights for the subject premises shall be assigned in such proportions as Declarant determines appropriate solely to the purchasers of building sites upon with one of the wells presently in existence is located.
- Article 3:
No building, other than one (1) single family residence and garage, shall be erected or placed, on any building lot and no such single family residence shall be occupied by more than one (1) family and members of its domestic staff. Provided that provisions of Article 2 above are not violated, nothing contained in this Article 3, however, shall be deemed to preclude the construction and maintenance of a pool house or bath house upon any lot upon which there is then located a swimming pool. A tennis court shall be permitted. A compatible accessory building, including a stable for the owner's pleasure horses or ponies, shall be permitted, however, written approval of Declarant as to size, height, design, use and location shall be required prior to construction of any accessory building.
- Article 4:
No industry, business, trade, occupation or profession of any kind, whether it be commercial, religious, charitable, educational or otherwise, whether or not organized for profit, shall be conducted, maintained or permitted on any portion of any building lot.
- Article 5:
No signs, billboards, or other advertising devise shall be erected, placed, or suffered to remain upon any building lot, except a "for sale" sign offering said premises for sale.
- Article 6:
No commercial kennels or breeding kennels may be operated on any portion of the subject premises, nor may more than three (3) dogs over the age of five (5) months be maintained on any single lot within the subject premises at any time. Further, no pets other than usual and customary household pets shall be maintained upon the subject premises unless otherwise specified herein.
- Article 7:
Any necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each owner of a subplot shall, at his sole cost and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear. The owner of each subplot shall at all times mow, or cause to be mowed, all lawn thereon, to a height not exceeding four inches (4").
- Article 8:
If all or any portion of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence and dispatch, to rebuild, repair or reconstruct such dwelling in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the occurrence of the casualty, unless prevented by causes beyond the control of the owner.
- Article 9:
If it shall be held that any restriction or restrictions herein or any part of any restrictions herein, is invalid or unenforceable, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.
- Article 10:
In the event of a breach, or attempted or threatened breach by any owner of a building lot covered by these restrictions of any of the terms, covenants and conditions hereof, any one or all of the owners of any other building lot(s) so covered or the Declarant shall be entitled forthwith, to full and adequate relief by injunction and/or all such other available relief, except that no owner of a building lot may terminate this Agreement with respect to its building lot because of such breach. Any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one OF more of the owners of the building lots or of the Declarant. All costs and expenses (including attorneys' fees, which fees shall be based upon the usual, customary and reasonable hourly rate at the time incurred) of any such suit or proceeding shall be assessed against the defaulting owner and shall constitute a lien, until paid, against the real estate or the interest of such defaulting owner as of the date it was deeded, leased, signed, conveyed or contracted for in violation of this Declaration, effective upon recording of an Affidavit To Obtain A Lien thereof in the office of the Recorder of Geauga County, Ohio. The remedies of any one or all such owners of building lots or of the Declarant specified herein shall be cumulative as to each and as to all other remedies permitted at law or in equity. Failure or neglect to enforce the foregoing restrictions, rights or easements shall in no event be construed, taken or held to be a waiver thereof.
- Article 11:
This Declaration shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the Geauga County Recorder's Office and for twenty (20) years thereafter, and shall be automatically extended for successive five (5) year periods thereafter, unless on or before expiration of one (1) such extension period the owners of a majority of the building lots shall by written instrument, duly recorded, declare a termination of same.
- Article 12:
The covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration shall be deemed to be covenants running with the land herein described as the premises, and not conditions and shall bind Declarant and all owners of building lots, their respective heirs, successors and assigns. This Declaration shall create privity of contract and/or estate with and among all owners of all or any part of the premises, their heirs, executors, administrators, successors or assigns.



TOWNSHIP, SECTION AND LOT LINES

No work was done to establish any Township, Section or Lot Lines in this survey and are only shown as reference.

ENGINEER'S APPROVAL

SURVEY PLAT & LEGAL DESCRIPTION
APPROVED PER R.C. 315.251

10/09/2020
J. Arther Temple
GEAUGA COUNTY ENGINEER
TAX MAP DEPT.

20-105

ZONING INFORMATION

R-5 Low Density Residential Zoning District as per
Burton Township Zoning Map Amendment No. 2009-29, December 15th, 2009

402.5 Minimum Lot Area: 5.00 acres (Exclusive of R/W)
402.6 Minimum Lot Width: 300 feet
402.7 Minimum Yard Setbacks For lots of record three (3) acres or more in area, the minimum yard setbacks for all buildings, accessory buildings, structures, and uses shall be as follows:
Front yard: 120 feet R/W
Each side yard: 40 feet
Rear yard: 40 feet

Zoning Inspector, Rick Gruber
440-313-1230
PO Box 355
Burton, Ohio 44021-0355

SURVEYOR'S CERTIFICATION

I certify to: John R. Giarelli and Teresa Giarelli

that I have surveyed these premises and prepared this Plat of Survey in accordance with the provisions of Chapter 4733-37 of The Ohio Revised Code governing Land Surveys in The State of Ohio. The bearings shown hereon are based on True North using The ODOT VRS and CORS GNSS Network (NAD83 (2011), NAVD88, GRS80, GEOID18). Distances are based on U.S. feet with decimal parts. The above certification is intended only to those parties named herein, and is valid only when accompanied by an original signature below. In accordance with the provisions of Chapter 2305.091(e) of The Ohio Revised Code, The Statute of Limitations of this Survey hereby expires four (4) years from the date shown hereon. The undersigned has not been provided a Title Examination and this Survey is based only on the documents shown hereon. No liability is assumed for the existence of any other documents that may affect the surveyed premises that would be revealed by a Title Examination. The undersigned assumes no liability for the use of unauthorized copies of this Plat of Survey, nor for any use, or reliance upon, by persons other than those specifically named herein for the intended purpose of this survey.

Robert L. Kosie, P.S.
Registered Professional
Land Surveyor No. 8167

Signed and sealed on this
7th day of October, 2020.



This plat was prepared by
D.B. Kosie & Associates
Professional Land Surveying
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Montville, Ohio 44064
440.286.2131
Fax: 440.968.3578
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