

239

33



Instr: 200502040007295
P: 1 of 33 F: \$276.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS

FOR

DANBURY GLEN ESTATES, HARTVILLE, STARK COUNTY, OHIO

Being developed by:

Danbury Glen Estates, Inc., an
Ohio corporation
650 South Prospect Avenue
Hartville, Ohio 44632

Certification:

Danbury Glen Estates, Inc., an Ohio corporation, has filed with the Auditor of Stark County, Ohio, a copy of this Declaration.

This Declaration prepared by:
John J. Rambacher, Esq.
Black, McCuskey, Souers & Arbaugh
1000 Unizan Plaza
220 Market Avenue South
Canton, Ohio 44702
(330) 456-8341

JJR

DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS

FOR

DANBURY GLEN ESTATES, HARTVILLE, STARK COUNTY, OHIO

THIS DECLARATION is made and executed at Stark County, Ohio, by DANBURY GLEN ESTATES, INC., an Ohio corporation, ("Declarant").

RECITALS:

1. Declarant is the fee simple owner of the real property situated in Stark County, Ohio, and described within Exhibit "A", which is attached hereto and is made part hereof, ("Property"), pursuant to the General Warranty Deed recorded as Instrument Number 200304030030087 of the Stark County Official Records.

2. Declarant wants to develop part(s) and/or all of the Property in phases, ("Phases"), as a residential community known as "Danbury Glen Estates", ("Development").

3. Pursuant to this Declaration, Declarant wants to establish and declare covenants, conditions, reservations, restrictions and easements, (collectively the "Conditions and Restrictions"), pertaining to the Property, the Phases and the Development for the benefit thereof.

4. Declarant wants and intends for the terms and conditions of this Declaration to:

- (a) run with the Property and bind any and all current and/or prospective owner(s) of all or any part(s) of the Property as provided herein; and,
- (b) provide a general plan of development for the benefit and protection of the Property and any and all present and/or future owner(s) of all or any part(s) of the Property.

NOW, THEREFORE, Declarant establishes the following Articles and the Conditions and Restrictions contained therein:

ARTICLE I
DEFINITIONS

"Assessments": Assessments shall mean all costs and expenses which the Association incurs or anticipates incurring to satisfy the duties/obligations of the Association; including, without limitation:

- (a) All expenditures that the Association makes to fulfill its responsibilities;
- (b) All charges which the Association incurs to collect Assessments; including, all legal and accounting fees;



Instr: 200502040007285
P: 2 of 33 F: \$276.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

- (c) Reasonable reserves that the Association may establish for uncollectible Assessments, unanticipated expenses and contingencies; and/or,
- (d) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the intent and spirit of this Declaration.

"Association": Danbury Glen Estates Homeowners' Association, an Ohio non-profit corporation.

"Board" or "Board of Trustees": The Board of Trustees for the Association. John Hershberger; Jody Hershberger; and/or, such other person(s) as Declarant may otherwise designate/appoint from time-to-time in Declarant's sole discretion shall serve upon the Board until the Relinquishment Date. Thereafter, the Owners shall elect five (5) Owners to serve on the Board as provided within the Bylaws.

"Bylaws": The Bylaws of the Association which shall govern the Association's operation and conduct of business.

"Declarant": Danbury Glen Estates, Inc., an Ohio corporation, and/or its successor(s)/assign(s) as Declarant may specifically designate in writing.

"Declaration": This instrument, as Declarant may amend from time-to-time, which such Declaration subjects the Property, any and all of the Phases, any and all Lots developed from the Property and the Open Space Parcel (as applicable) to the Conditions and Restrictions.

"Effective Date": The date upon which Declarant signs this Declaration.

"Entrance Features": Any and all improvements, structures and/or landscaping that Declarant and/or the Association may make, construct and/or maintain at or upon any Lot(s) as Declarant will from time-to-time designate; including, without limitation, Lot Numbers 1 and 67 of Phase I, ("Entrance Lots"), as entrance features to the Development such as gates, brick monuments or structures, fencing, lighting fixtures/posts, trees, shrubbery, annual/perennial flower gardens, etc.

"Improvements": Any structures, buildings, roadways, fixtures, decks, satellite dishes, fences, patios, tennis courts, basketball courts, recreation or playground structures, swimming pools and/or other improvements of any kind or nature; including, without limitation, any Residence that any Owner may construct upon and/or make to any Lot. "Improvements" shall also mean any alteration(s)/modification(s) and/or any replacement(s) to any structures, buildings, roadways, fixtures, decks, etc., whether presently or hereafter existing at any time upon any Lot.

"Lots" or "Lot": Each and/or any parcel subdivided from the Property and comprising part of the Development and/or any of the Phases as numbered and delineated upon any one (1) or more Plat(s) that Declarant may record, together with any revisions/re-establishment(s) that Declarant may make to any of the same. Notwithstanding anything contained within this Declaration to the contrary, the Open Space Parcel is not and shall not be deemed to be a Lot.

str:200502040007295
1 of 33 F:\$276.00 02/04/2005
rk Campbell 2:11PM MISC
ark County Recorder T20050005064

"Danbury Glen Estates Phase I": The first Phase of the Development which involves that portion of the Property described within Exhibit "B" which is attached hereto and is made part hereof.

"A Lots": Lot Numbers 19 to 23 and 52 to 60 of Danbury Glen Estates Phase I.

"B Lots": Lot Numbers 1 to 18, Lot Numbers 24 to 29, Lot Numbers 45 to 51 and Lot Numbers 61 to 67 of Danbury Glen Estates Phase I.

"C Lots": Lot Numbers 30 to 44 of Danbury Glen Estates Phase I.

"Officers": The officers of the Association as provided within and elected pursuant to the Bylaws.

"Owner"/"Owners"/"Owner(s)": Any person(s) owning fee simple title to any Lot(s) developed in any Phase(s) from the Property, including Declarant with respect to any unsold Lot(s). If any Lot is sold under a Land Installment Contract, the purchaser/vendee will be considered the Owner for purposes of the Declaration and the Bylaws.

"Plat": Any Plat(s) of all or any part(s) of the Property that Declarant has prepared/recorded within the Stark County Official Records (or may hereafter so prepare/record); including, without limitation, the Plat of Danbury Glen Estates Phase I, recorded on August 2, 2004, as Instrument Number 200408020055655.


"Property": The real estate described within Exhibit "A", which is attached hereto and is made part hereof.

"Open Space Parcels": The portion of the Property described as Block A, Block B, Block C, Block D and Block E upon the Plat of Danbury Glen Estates Phase I, together with any and all structures/improvements now or hereafter situated thereon, which such Open Space Parcels will benefit all Lots and the Association as provided in this Declaration.

"Relinquishment Date": That date which is two (2) years after the day upon which Declarant has sold and conveyed the last of the Lots which Declarant subdivides and/or may subdivide from the Property such that Declarant no longer owns any Lot or any part(s) of the Property.

"Residence": Any single family residential unit that is built with the approval of the Review Committee upon any Lot.

"Review Committee": This Committee shall be comprised of three (3) members, initially being John Hershberger, Polly Lorenzo and Brant Moor, ("Initial Members"). Declarant may from time-to-time expand the Review Committee and/or designate new, replacement and/or substitute Initial Members in Declarant's sole discretion. The Initial Members (and/or any new replacement and/or substitute Member(s) as applicable) shall serve until the Relinquishment Date. Thereafter, the Board shall act as the Review Committee. The Review Committee shall review and approve/disapprove of all plans, drawings and specifications for any and all Improvements and/or any modifications thereto and/or alterations thereof; including, without limitation, material selections, colors, elevations and site locations.


Instr: 200502040007295 02/04/2005
P: 4 of 33 F: \$276.00 2:11PM MISC
Rick Campbell Stark County Recorder T20050005064

"Rules and Regulations": The rules/regulations that the Board may adopt from time-to-time to govern the administration of the Association and/or the use, maintenance and upkeep of the Development and/or the Open Space Parcel.

"Trustee(s)": Any person(s) serving upon the Board.

ARTICLE II
DANBURY GLEN ESTATES HOMEOWNERS' ASSOCIATION

1. **Existence:** The Association is or shall be an Ohio non-profit corporation. The Association is not and shall not be deemed to be a condominium association or a unit owners' association as defined in Ohio Revised Code Chapter 5311.

2. **Membership:** There shall be one (1) membership in the Association for each Lot within Danbury Glen Estates Phase I and any and all Phases in/of the Development. If a Lot is owned of record by two (2) or more persons, whether fiduciaries, joint tenants, tenants-in-common or otherwise in a form of joint or common ownership, then the multiple Owners shall select and designate one (1) such Owner to serve and act as the "member" and to qualify for voting privileges and will notify the Association in writing of the name of such designee, ("Designated Member"). Membership will terminate when the Owner(s) transfer ownership of the Lot of record, at which time the Membership will pass to the new Owner(s).

3. **Voting Rights:** Each member (or Designated Member as applicable) will be entitled to cast one (1) vote for each Lot that the member owns and/or for which the Designated Member (as applicable) is acting as the member. For purposes hereof, the vote of a Designated Member shall represent the will of all multiple Owners of the Lot.

4. **Board and Officers:** The Board initially shall be those four (4) persons named as the initial Board pursuant to the provisions of the Articles of Incorporation of the Association, with such other person(s) as Declarant may substitute from time-to-time. Declarant shall continue to control all appointments to the Board until the Relinquishment Date. Within thirty (30) days after the Relinquishment Date, the then-existing Owners shall duly nominate and elect five (5) Owners to serve on the Board. The terms of such Trustees shall be three (3) years as to two (2), two (2) years as to two (2) and one (1) year as to one (1), respectively, starting with the two (2) Trustees receiving the most votes having a three-year term, the two (2) Trustees receiving the next most votes having a two-year term and the Trustee receiving the least votes having a single-year term. After the initial election, each Trustee elected will serve for a term of three (3) years. Each Owner (or designated Owner as applicable) shall be entitled to cast one (1) vote for each Lot owned. There shall be no cumulative voting. The Board shall elect the Officers of the Association in accordance with the Bylaws.

5. **Association Responsibilities:** The Association shall be responsible for:

- (a) all necessary maintenance, repair and/or replacement relative to the Open Space Parcels and any and all improvements/structures now or hereafter situated


Instr: 200502040007295
P: 5 of 33 F: \$275.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder T20050205064

thereon; including, but not limited to lawn mowing/
fertilizing;

- (b) the maintenance, repair and/or replacement of/for the Entrance Features;
- (c) all necessary maintenance, repair, restoration and/or replacement of any and all detention and/or retention basins in the Development and/or at the Property;
- (d) the payment of any and all real estate taxes/assessments attributable to the Open Space Parcels;
- (e) the establishment and collection of Assessments; and,
- (f) the enforcement of this Declaration, the Conditions and Restrictions and the Rules and Regulations.

6. **Insurance:** The Association shall obtain and maintain a comprehensive policy of public liability insurance, ("Liability Insurance"), insuring the Association, the Board and the Owners with coverage limits as the Board may determine; provided, however, that such coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage covering claims relating to the Open Space Parcels and/or the Entrance Features or otherwise arising from Association activities, acts or omissions in connection with the Association's maintenance, upkeep, repair and/or replacement obligations hereunder. The Liability Insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligence of the Association, the Board or other Owners. The Association shall also maintain fire and extended coverage insurance upon the Open Space Parcels and the Entrance Features in such amount(s) and with such coverage terms as the Board shall determine from time-to-time. The Board may additionally purchase and maintain contractual liability insurance, trustees' and officers' liability insurance and such other insurance as the Board may determine. At the Board's election, fidelity bond coverage against dishonest acts on the part of Trustees, officers, employees, agents or volunteers responsible for handling funds belonging to or administered by the Association may be obtained in amounts as the Board deems reasonable.

7. **Management:** The Association shall establish and maintain policies, programs, rules, regulations and procedures designed to fully implement this Declaration for all purposes hereof and for the benefit of all Owners and may but shall not be required to:

- (a) adopt reasonable Rules and Regulations regarding the use, maintenance, upkeep, repair and/or replacement of the Open Space Parcels and/or the Entrance Features.
- (b) engage employees and agents; including, without limitation, security personnel, attorneys, accountants and consultants, maintenance or management firms and contractors.
- (c) delegate all or any portion of the Association's authority and responsibilities to a manager, managing agent and/or management company, evidenced by a



nstr:20050204007295
:6 of 33 F:\$276.00 02/04/2005
lok Campbell 2:11PM MISC
Clark County Recorder T20050205064

management contract which shall specify the duties of the managing agent and provide for payment to the managing agent of reasonable compensation. Such compensation shall be charged to the Owners as part of the Assessments.

- (d) determine, levy and collect Assessments from the Owners based upon costs incurred by the Association for management, repair, maintenance, upkeep and, if necessary, replacement of any or all portions of the Property which are the responsibility of the Association hereunder and the cost of any and all insurance coverage referenced herein.
- (e) Perform and carry out all duties and acts reasonably necessary to give effect to and implement this Declaration.

8. **Bylaws:** Declarant and the initial Board of the Association shall adopt the Bylaws. The Association shall conduct its business and the Board shall take action in accordance with the Bylaws as the same may be amended from time-to-time. To the extent that there exist(s) any conflict between the terms and provisions of the Bylaws and the terms and provisions of this Declaration, this Declaration shall wholly control.

9. **Termination:** The Association shall have a perpetual existence; provided, however, that:

- (a) Prior to the Relinquishment Date, Declarant shall have the sole and absolute authority and power to terminate and dissolve the Association upon written notice to the Owners and the Owners hereby delegate and irrevocably appoint Declarant to act and/or vote for the Owners for purposes of any such termination and dissolution; and,
- (b) After the Relinquishment Date, the Owners may terminate and dissolve the Association upon the affirmative vote of not less than seventy-five percent (75%) of the Owners to Terminate and dissolve the same. Prior to the Relinquishment Date, the Owners shall not have any right and/or entitlement to terminate and dissolve the Association excepting for Declarant as provided in paragraph 9(a) hereinabove.

10. **Open Space Parcel(s) Conveyance(s):** Declarant may at any time(s) elect to convey any or all of the Open Space Parcels to the Association pursuant to Quit-Claim Deed(s), which such Quit-Claim Deed(s) the Association shall accept and record.

ARTICLE III
ASSESSMENTS/ASSOCIATION REMEDIES

1. **Annual Establishment:** The Board shall on an annual basis estimate the anticipated expenses of the Association, ("Expenses"), and shall equally apportion the same among the Lots which are or will be subdivided of record from the Property in the calendar year for which the annual establishment is made. No Owner shall be exempted from Assessments because of such Owner's waiver of use and/or non-use of the

Instr.: 200502040007235 02/04/2005
P.7 of 33 F. \$276.00 2:11PM MISC
Rick Campbell Stark County Recorder T20050005064

Open Space Parcels and/or other amenities of the Development. Any Owner's failure to construct a Residence upon such Owner's Lot will not absolve that Owner from liability for Assessments. Notwithstanding anything contained within this Declaration to the contrary, there will be no Assessments for and through the period ending December 31, 2004.

2. Payment Terms: Assessments shall be payable, in advance, annually or in such periodic installments (i.e., monthly, semi-annually, quarterly) and with such due dates as Declarant and/or the Board shall determine.

3. Effective Date/Payment: The Assessments shall become effective when the Association (or the Declarant) submits a written statement of amount due to each Owner at each Owner's last known mailing address. Each Owner will pay the Owner's portion of the Assessments upon the terms provided within the statement.

If any Assessment or any installment of any Assessment (as applicable) is not paid within ten (10) days after the same is due, the entire unpaid balance of the Assessment shall, without demand or notice, forthwith become due and payable and bear interest thereafter at the rate of twelve percent (12%) per annum until paid in full.

Each Assessment together with interest and costs shall be the joint and several personal obligations of the Owners who owned the Lot when the Assessment fell due.

4. Insufficient Collections/Overages: If the Assessments charged and collected by the Association are at any time insufficient to enable the Association to satisfy actual Expenses, Declarant and/or the Board shall assess the deficiency among the Lots as provided hereinbefore. If the Association collects any excess funds for any fiscal year, the Association shall maintain the excess funds as a reserve. Alternatively, the Association may reduce the Assessments for the next fiscal year in whole or in part to reflect the reserve funds.

5. Association's Remedies: If any Owner shall fail to timely and or fully satisfy such Owner's Assessment, the Association shall have the following remedies:

(a) Lien Rights: The Association shall have a continuing lien upon all Lots for Assessments and accrued interest and costs associated therewith as attributable thereto. At any time any Assessment remains unpaid for ten (10) days or more after the same has become due and payable, the Association may file a Certificate of Lien, ("Lien"), for the entire unpaid Assessment, together with interest and costs (including reasonable attorney's fees) with the Stark County Recorder. The Lien shall remain effective for five (5) years. The Association's right to obtain a Lien shall be in addition to and not in lieu of any additional remedies available to the Association under Ohio law.

(b) Denial of Voting Rights: If any Owner fails to pay an Assessment when due, or otherwise is in breach of the Conditions and Restrictions and/or the Rules and Regulations, such Owner shall not be entitled to vote on Association matters until the Assessment is paid in full

Instr. 20050204007285
P. 8 of 33 F: \$276.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder 12005006064

and/or until such Owner is in full compliance with the terms and conditions hereof.

- (c) Suspension of Benefits: The Association may suspend the right of any Owner to use/enjoy the Open Space Parcels for any period(s) during which such Owner is delinquent upon the Owner's Assessment and/or during which any Owner is in violation of the Conditions and Restrictions and/or the Rules and Regulations.

ARTICLE IV
SPECIFIC CONDITIONS AND RESTRICTIONS

The following will constitute specific Conditions and Restrictions applicable to all Lots for the benefit of the Development and all Owners:

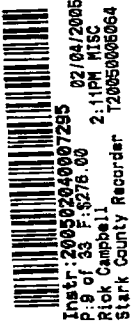
A. Restrictions - Improvements and Conditions:

1. Plans: Before any Improvements are made to any Lot, the Owner(s) thereof must submit the plans for the same, ("Plans"), to the Review Committee, which Plans must set forth specifications, sizes, materials, colors, shaping, contouring, elevations, cross-sections, site location, landscaping plans and such other matters as the Review Committee may require in its sole and absolute discretion.

2. Size of a Residence: The "Living Area" of any Residence shall not be:

- (a) A Lots: less than one thousand six hundred (1,600) square feet for any "Single-Story Residence"; one thousand eight hundred (1,800) square feet for any "Story and One-Half Residence"; and, two thousand (2,000) square feet for any "Two or Two and One-Half Story Residence" (with a minimum first floor square footage of one thousand (1,000) square feet) situated upon the A Lots;
- (b) B Lots: less than two thousand (2,000) square feet for any "Single-Story Residence"; two thousand two hundred (2,200) square feet for any "Story and One-Half Residence"; and, two thousand four hundred (2,400) square feet for any "Two or Two and One-Half Story Residence" (with a minimum first floor square footage of one thousand two hundred (1,200) square feet) situated upon the B Lots; and,
- (c) C Lots: less than two thousand four hundred (2,400) square feet for any "Single-Story Residence"; two thousand six hundred (2,600) square feet for any "Story and One-Half Story Residence"; and, two thousand eight hundred (2,800) square feet for any "Two or Two and One-Half Story Residence" (with a minimum first floor square footage of one thousand four hundred (1,400) square feet) situated upon the C Lots.

Declarant shall from time-to-time establish the "Living Area" requirements for any and all Phases of the Development by preparing and recording a Supplement to this Declaration. In the absence of any such



Supplement, the minimum "Living Area" for any Residences to be constructed upon any Lots within any such Phase(s) shall be those provided for the A Lots as set forth within paragraph 1(a) hereinabove.

The following definitions shall apply to this paragraph 1:

- (a) "Single Story Residence" is a structure the "Living Area" of which is the first floor (constructed with or without a basement) and with sufficient space between the first floor and the ceiling to permit dwelling.
- (b) "Story and One-Half Residence" is a structure the "Living Area" of which is on two (2) levels connected by stairway (constructed with or without a basement), the upper level of which is constructed within the gable portion of the roof.
- (c) "Two and Two and One-Half Story Residence" is a structure the "Living Area" of which has at least two (2) above-ground levels connected by one (1) or more stairway(s) (constructed with or without a basement).

Instr: 200502040007295
P: 10 of 33 F: \$276.00
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005664

"Living Area" shall include only space above the finish grade of the first floor of any Residence, but shall not include garages, attics, basements, patios, breezeways and/or any enclosed area which is not heated for year-round living. "Living Area" shall be computed using the outside foundation of the first floor and the exterior dimensions of all other floors. If there shall be any open ceiling to the second floor, the upper open space shall not be computed as second floor area. No Residence shall exceed two and one-half (2-1/2) stories.

3. **Construction Activities:** Any and all Improvements that an Owner may make upon a Lot pursuant to such Owner's Plans (as approved by the Review Committee) must be completed within one (1) year from the date Owner commences with such construction. During construction, Owner shall cause the Lot to be maintained in a neat, clean manner and Owner shall be responsible for any damage(s) to any adjacent Lot, public utilities and/or street or public improvement(s) caused by Owner's construction activities. Owner shall grade and landscape Owner's Lot in such manner as to avoid excessive surface drainage onto the street(s), any adjacent Lot and/or the Open Space Parcels (as applicable). Owner shall promptly complete such grading and landscaping after Owner has finished construction of Owner's Improvements. During construction, Owner shall use a refuse container for all construction debris. Owner shall secure all construction debris within such refuse container.

4. **Garages:** Each Residence must be constructed with an attached garage of sufficient ground level space to accommodate not less than two (2) automobiles. Each such garage shall have a surface area of not less than four hundred eighty (480) square feet as to the A Lots, five hundred seventy (570) feet as to the B Lots, and six hundred sixty (660) square feet as to the C Lots. No such garage shall be larger than one thousand two hundred (1,200) square feet. Carports and detached garages are expressly prohibited. All garage door openings shall face: (a) the side or the front of the Lot for all A Lots; and, (b) the side of the Lot for all B Lots and C Lots. To the extent not specified within this Declaration and/or within any Supplement(s) hereto as to any of the particular Phases, the garage upon all Lots may face the side or the front of the Lot. Notwithstanding the foregoing, the Review Committee

may in its sole discretion permit unattached garages on C Lots (by prior written approval thereof).

5. **Mailboxes/Newspaper Receptacles:** No mailbox, newspaper receptacle and/or any mounting post for the same shall be erected or maintained on any Lot until Declarant has pre-approved in writing the style, color and location thereof. Declarant shall designate a pre-approved type/style of mailbox, newspaper receptacle and mounting post for each Lot which the Owners must purchase/use and Declarant must pre-approve the location for the same.

6. **Fences:** No fences shall be constructed/maintained upon any Lot unless and until the Review Committee has reviewed and approved in writing the proposed plans/materials and location for the same. No fence shall be more than six (6) feet in height. No fence shall be of wire or chain link construction.

7. **Utility Services:** Any and all utility pipelines, cables, wires and/or other structures/improvements shall be situated underground absent Declarant's prior written approval.

8. **Setbacks:** Any and all Improvement(s) (including any Residence) constructed/installed upon any Lot shall be situated so as to fully comply with all applicable city, village, township and/or Stark County rear and side-yard setback requirements and in accordance and compliance with the following front setbacks:


- (a) minimum of fifty (50) feet for A Lots and B Lots; and,
- (b) minimum of sixty (60) feet for C Lots.

Declarant may alter/modify and/or waive any such front setbacks in writing from time-to-time and on a case-by-case basis as Declarant shall determine.

9. **Driveways/Aprons:** Within twelve (12) calendar months after an Owner commences construction of a Residence, the Owner shall install a driveway and a driveway apron to service the same, which driveway and apron must be concrete and/or constructed from brick pavers or paving brick. The Owner shall construct/install such driveway and any and all aprons in compliance with all municipal, township and/or Stark County regulations. The surface of any concrete driveway must be "broom finished" and cannot be tinted, painted, imprinted and/or stamped in any manner. The width of each driveway from the building line of the Residence to the public street shall not be less than twelve (12) feet or more than eighteen (18) feet with the exception of any portion(s) thereof which are flared at such street and/or to meet any driveway apron/pad.

10. **Front Sidewalk/Porch:** Within twelve (12) months after an Owner commences construction of a Residence, the Owner shall install a front sidewalk which such sidewalk shall be concrete or constructed of brick pavers or paving brick. The steps servicing the front door/porch of each Residence must be concrete, brick pavers or paving brick, shall not be less than four (4) feet in width and must be permanently attached to the Residence.

11. **Escrow:** Declarant reserves the right in Declarant's sole and absolute discretion to require any Owner to escrow with title


Instr: 200502040007255 02/04/2005
P: 11 of 33 F: \$278.00
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

Company/Agency of Declarant's choice, ("Escrow Agent"), an amount which will be reasonably sufficient as Declarant shall determine to enable the Owner to timely install such Owner's driveway, apron and front sidewalk in accordance with the applicable Conditions and Restrictions. The Escrow Agent will retain the escrow amount until such time as Owner has complied with the relevant Conditions and Restrictions.

12. **Landscaping:** Within twelve (12) months after the substantial completion of any Residence upon a Lot, the Owner(s) thereof shall finish the landscaping thereon, which such landscaping shall at a minimum include the Owner(s)' planting of both:

- (a) a lawn; and,
- (b) not less than twenty (20) shrubs, bushes and/or ornamental trees.

Owner(s) of each Lot shall at all times keep and maintain in a clean and well-kept condition all landscaping; including, without limitation, the lawn, flower beds, shrubbery, trees and landscape beds. Declarant may from time-to-time require any Owner(s) to deposit into non-interest bearing escrow with Declarant's legal counsel an amount not to exceed Two Thousand five Hundred Dollars (\$2,500.00) to secure the Owner(s)' compliance with this restriction, ("Deposit"). The Deposit will be released to Owner(s) within ten (10) days after Declarant confirms such compliance.

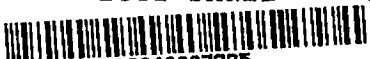
13. **Curb Cuts:** There shall be no curb cuts for any drain line(s) servicing any Improvements and/or Lot and the same shall be directly connected behind the concrete curbing to the downspout collection system or directly to the storm sewer system.

14. **Construction:** Any Owner must complete construction of the Owner's Residence (and any other approved Improvements) within one (1) year after the Owner has commenced the construction thereof.

15. **Chimneys:** Direct vent fireplaces must be vented to the rear on all Lots. No chimney shall be required for any Residence constructed upon any of the A Lots. If there shall be one (1) or more chimney(s) constructed on any Residence at/upon an A Lot, any such chimney(s) must be constructed solely with brick or natural stone masonry. If Declarant shall not prepare/record any Supplement to this Declaration relative to any Phase(s) of the Development, no chimney(s) shall be required for any Residence(s) constructed on the Lots developed as part thereof; provided, however, that any chimney(s) constructed on any Residence at/upon any other Lots within any of the Phases shall comply with the foregoing requirements as applicable to the A Lots and/or such other size/material requirement(s) as Declarant may establish from time-to-time.

16. **Specific Design Standards:** The following are non-exclusive design standards which are specifically applicable to the Improvements:

- (a) All Lots are required to have brick or stone on a chimney.
- (b) Any flues from fireplace inserts that go through the roof shall be enclosed in a brick or stone chimney.


Instr: 200502040007285 02/04/2005
P: 12 of 33 F: \$276.00 2:11PM MISC
Rick Campbell
Stark County Recorder T20050205064

- (c) Any roof protrusions made to accommodate a fireplace must have a foundation under it and such protrusion must go all the way to the roof and have a gable or hip roof on it to blend with the roof on the house.
- (d) All C Lots are to be predominantly brick or stone on the face of the Home. If such plan design does not constitute a brick or stone format, then a siding such as Hardie Board or Crane Board or equivalent must be used on the entire Home.
- (e) All roofs are to have a minimum thirty (30) year dimensional shingle. The roofing of all Residences shall have a minimum pitch of 6/12 for A Lots, 7/12 for B Lots and 8/12 for C Lots. The Review Committee shall have the sole discretion of requiring steeper roof pitches than the foregoing from time-to-time.
- (f) The Review Committee must review and approve all exterior color schemes and patterns before any Owner commences with construction.
- (g) The Review Committee must review and approve before any Owner commences construction and may restrict, in the sole and absolute discretion of the Review Committee, on a Lot-by-Lot basis the type and use of exterior sidings/wall materials (i.e., brick, natural stone, vinyl, stucco, wood, aluminum, etc.) either in total or in combination to avoid repetition, promote differing phases of the Development, add detail and to highlight architectural features and/or themes.
- (h) For purposes of all Lots, the exterior wall materials for any and all Improvements constructed thereon (and/or any combination(s) thereof) must be approved by the Review Committee in its sole discretion.
- (i) All exterior sides of any Residence must be finished with the same or compatible materials which blend/harmonize as the Review Committee shall review and approve. If there will be any change of exterior materials, special detailing such as corner boards, wide returns, extensions, etc., must be incorporated (as the Review Committee must review/approve) to establish and promote continuity (i.e., with specific attention directed to corners).
- (j) No portion of the concrete and/or concrete block foundation of any Improvement(s), ("Foundation"), shall be exposed. All part(s) of each and any Foundation shall be entirely covered by such exterior materials (i.e. brick, natural stone, etc.) as the Review Committee in its sole discretion requires/approves .
- (k) No vent(s) shall be placed on the front one-half (1/2) of the roof area of any Residence irrespective of the slope/shape thereof and all vents and flashing shall be the same color as the roof shingles.



Instr: 200502040007295 02/04/2005

P: 13 of 33F: \$276.00 2:11PM MISC

Rick Campbell

Stark County Recorder T20050205064

- (1) For purposes of any and all Improvements that are required under the Declaration and/or the Supplement to be brick, the Owner(s) must select the brick from the list of approved brick styles/colors, ("List"), that the Review Committee will maintain, which such List the Review Committee may amend, change and/or supplement from time-to-time in its sole and absolute discretion. Any change(s), amendment(s) or supplement(s) to the List shall not be retroactive to any Owner(s) selecting a brick from the List prior to the date of any change, amendment or supplement thereto.

17. **Public Sidewalks:** Within ninety (90) calendar days after an Owner occupies the Owner's Residence, such Owner shall construct at Owner's expense at the front of the Owner's improved Lot (and upon any Lot belonging to Owner adjacent thereto if applicable) and/or within the public right-of-way a concrete public sidewalk, ("Sidewalk"). The Sidewalk shall be four feet (4') wide and must span the entire width of the Owner's Lot(s) and connect to (or be connected with) the public sidewalk(s) of each adjacent Lot. The Owner shall install the Sidewalk in accordance with all applicable municipal, township and/or Stark County requirements/specifications. No motorized vehicles (i.e., mini-bikes, motorcycles, ATV's, four-wheelers, mopeds, etc..) shall be operated or be permitted on any Sidewalk.

18. **Approved Builder(s):** In an effort to enhance, preserve and safeguard the quality of the Development and each and every Residence constructed upon all Lots situated therein, Declarant must (acting through the Review Committee) accept and approve in writing any builder, ("Builder"), before the Builder shall commence constructing any Residence upon any of the Lots for any Owner thereof. As a condition precedent to any such acceptance/approval, the Builder:


- (a) must have and maintain a good standing and reputation in the Stark County, Ohio community as a residential home builder; and,
- (b) must acknowledge and accept this Declaration in writing maintained on file with Declarant and agree pursuant to such writing to fully comply herewith.

Declarant will maintain a comprehensive list of approved builders which shall be available for the review of all Owners.

19. **Asphalt:** No asphalt shall be used for any driveway, apron, patio and/or sidewalk upon any Lot.

20. **Ancillary Lot(s):** If any Owner(s) acquire one (1) or more adjacent Lots for any reason(s), each of such Lots shall be collectively treated and restricted hereunder as one (1) Lot for purposes of sidewalks, landscaping, driveways and any other Restrictions as the Review Committee in its sole discretion may determine from time-to-time.

21. **Street Entrances:** In no event shall there be more than two (2) entrances/exists for ingress and/or egress to and/or from any Improvements upon any Lot and/or servicing any Improvements upon any Lot and/or servicing any Improvements upon or at any Lot from the public roadway(s) bounding the same and shall comply with all applicable municipal regulations.


Instr: 200502040007295 02/04/2005
P: 14 of 33 F: \$276.00 2:11PM MISC
Rick Campbell
Stark County Recorder T20050205064

22. Storm Water and Erosion Control/Remediation: Each and every owner is wholly responsible for:

- (a) fully complying with (and/or causing such Owner's builder/contractor to comply with) any and all applicable federal, state, county, village and/or municipal laws, regulations, ordinances or requirements (environmental or otherwise) which pertain to the Owner's Lot(s) and relate to storm water discharge(s), storm water control and/or erosion control and abatement;
- (b) taking (and/or causing such Owner's builder/contractor to take) all legally required and/or reasonable measures to control storm water runoff from the Owner's Lot(s) and to prevent the erosion or deposit of mud, dirt, sediment, silt and/or other debris, (collectively the "Erosion Materials"), from the Owner's Lot(s) upon or onto any adjoining Lot(s) and/or any public roadway(s); and,
- (c) promptly and fully cleaning, removing or otherwise remediating (or causing the Owner's builder/contractor to clean, remove and/or remediate) from or upon any Lot(s) any and all Erosion Materials which have for any reason(s) (including any construction or building material delivery activities) been deposited thereon or removed thereto from the Owner's Lot(s).


If any Owner violates or fails to comply with any part(s) or all of the foregoing covenants and restrictions, Declarant, the Association and/or any and all other Owners shall be entitled to:

- (a) take any and all reasonable measures to address and abate the violation or non-compliance; including, without limitation, pursuing formal legal action and/or cleaning, removing and/or remediating any Erosion Materials emanating from the violating Owner's Lot(s); and,
- (b) recover from the violating/non-compliant Owner any and all reasonable costs and expenses; including, without limitation, reasonable attorney's fees and/or expert's fees, which any one or more of them reasonably incurs to enforce the foregoing covenants/restrictions and/or remediate or address any storm water discharge and/or erosion problems or conditions which result from the Owner's violation or non-compliance.

B. Restrictions - Lots:

1. Subdivision: Excepting for Declarant, no Owner(s) shall subdivide any Lot prior to the Relinquishment Date without the prior written approval of Declarant and/or Declarant's successor/assign.

2. Residential Uses: Each and any Lot shall be used solely and exclusively for single family residential purposes absent Declarant's prior written approval. No Lot shall otherwise be used for industrial,


Inst#: 200502040007295 02/04/2005
P: 15 of 33 F: \$276.00 2:11PM MISC
Rick Campbell
Stark County Recorder T20050005064

manufacturing, retail, commercial, multi-family rental and/or commercial agricultural purposes or uses.

3. **Yard Maintenance:** The Owner(s) of each Lot shall at all times maintain the yard in a well-kept and sightly manner which such maintenance will include the following:

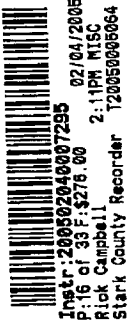
- (a) Owner(s)' application of a weed killer of a type appropriate to control, inhibit and prohibit the growth of weeds on all yard areas of the Lot as frequently as is necessary to control, inhibit and prohibit such growth;
- (b) Owner(s)' application not less than one (1) time for each calendar year of a grass fertilizer upon all grassed areas of the Lot;
- (c) Owner(s)' regular cutting, mowing and/or trimming of all grass; and,
- (d) Owner(s)' maintenance of each open storm water drainage swale, waterway, creek and/or pond on any Lot in good condition and state of repair such that there will be no interference with the normal flow of drainage water thereon. Neither the location nor the grade of any such drainage swale shall be altered so as to interfere with the normal flow of the drainage water thereon, nor shall any Owner replace any swale with pipe and/or permit the planting/growth of any trees, shrubs and/or vegetation thereon except for grass.

Prior to any Owner's actual commencement of the Owner's construction of any Residence upon the Owner's Lot, the Owner shall mow such Lot not less than once every thirty (30) calendar days during those seasons when growth occurs.

4. **Clutter/Rubbish:** In recognition of the residential character of the Development, no Owner shall:

- (a) permit the placement and/or accumulation of any clutter or other unsightly objects on such Owner's Lot or in any street areas and/or sidewalks abutting the same; including, without limitation, any persistent deployment of children's playthings (wheeled or otherwise); outside workshops; lumber storage piles; wood piles; and/or, piles of any other material or matter; and,
- (b) permit and/or allow any dumping and/or disposal on the Lot and/or any part(s) of the Property.

5. **Tree Planting Program:** Declarant may in Declarant's discretion adopt a tree planting program and planting map (identifying the number, the location and/or the type(s) of trees to be planted/maintained upon the Development and/or any Phases thereof, ("Program")), which Program will require the planting of one (1) or more trees upon the Lots as noted thereon. If Declarant establishes a Program, the Owners of the affected Lots shall plant and maintain trees as outlined thereby. Should any such tree die or otherwise not grow in a reasonably satisfactory manner, the Owner of the Lot upon which the same is situated will



promptly replace the tree with another of the same variety and initial size. Declarant may in Declarant's discretion require the Owner(s) to deposit an amount with Declarant not to exceed One Thousand Dollars (\$1,000.00) to secure the Owner(s)' compliance with any established Program.

6. **Sediment Control:** Each Owner shall be wholly responsible for complying with any and all erosion and/or sediment control plan(s), ("Control Plans"), and/or permit(s), ("Control Permits"), which Declarant may develop and/or obtain for or at the Development. No Owner shall discharge or permit the discharge of any sediment from the Owner's Lot(s) onto/into any adjoining Lot(s), any paved surfaces and/or any public storm sewer systems. Each Owner will wholly cooperate with Declarant relevant to any and all requirements of any Control Plans/Control Permits and any notice(s)/application(s) required pursuant thereto and shall require such Owner's builder(s)/contractor(s) to furnish the same cooperation.

C. Prohibited and Restricted Matters/Activities:

1. **Mining/Minerals:** Absent Declarant's prior written approval, there shall be no mining, extraction and/or removal of any minerals, oil, sand, gravel, topsoil and/or aggregate for commercial purposes from the Property and or any Lot; provided, however, that this restriction will not limit/prohibit and shall not apply to any lease(s) of record on the Effective Date.

2. **Obstruction:** No Owner shall cause and/or permit the obstruction of the Open Space Parcel from the access, use and/or enjoyment by any other Owner and/or the Association under this Declaration.

3. **Vegetable Gardens:** No vegetable garden(s) of any size/type may be located in front of any Residence and/or nearer than twenty (20) feet from the side boundary lines of any Lots.

4. **Outdoor Storage of Certain Vehicles, Motorhomes, Boats, etc.:** No commercial vehicles (i.e., trucks, vans, tow-trucks), boats, trailers, motorhomes, campers, canoes, recreational vehicles (i.e., snowmobiles, ATV's, four-wheelers, trail bikes, etc.) and/or inoperable vehicles of any type may be stored outside on any Lot or on any part of the Property unless such storage is within a garage and except for a limited period not to exceed five (5) calendar days in any given calendar year as may be necessary to enable transportation thereof to off-site storage. The foregoing restriction shall not apply to the following:

- (a) Delivery and/or moving/storage vehicles where the same are solely servicing any Lot and/or any Improvements on a temporary basis for such servicing; and/or,
- (b) Commercial trucks and/or vehicles where the same are in use solely for construction, maintenance and/or repair purposes upon or for any Lot and/or Improvements on a temporary basis for such purposes.

5. **Temporary Structure(s)/Outbuilding(s):** No house trailer, basement dwelling, tent, shack, mobile home, double-wide home, commercial advertising signs/billboards, any other structure of a temporary character and/or any outbuilding(s) shall be erected, located

Inst: 20050204007235 02/04/2005
P: 17 of 38 F: \$276.00 2:11PM MISC
Rick Campbell
Stark County Recorder T20050005064

or maintained upon the Property or upon any Lot without Declarant's prior written approval.

6. **Tanks/Containers:** No oil, bottled gas and/or gasoline tanks or containers are permitted on any parts of the Property, excepting for any gas container(s) utilized with a gas grill.

7. **Clothes Pole(s)/Outdoor Hanging:** No clothing and/or any other household linens, sheets or fabrics shall be hung/dried outside of a Residence. No clothesline and/or clothes pole(s) shall be installed/maintained on any Lot.

8. **Alcoholic Beverage(s):** No alcoholic beverage(s) shall be manufactured or sold/traded (either at wholesale or at retail) in, on or about the Property.

9. **Excavation:** No excavation of any Lot for any purpose shall be of greater depth than necessary for the foundation or basement of a Residence or the planned and approved Improvements; for landscaping/erosion control; or, such other grading/excavating as may reasonably be necessary for the Development or Owner's maintenance of a Lot as a residential property.

10. **Garage Sales:** Garage sales may be conducted in accordance with any and all applicable municipal, township and/or Stark County laws/requirements; provided, however, that no more than two (2) garage sales may be conducted upon any Lot in any one (1) calendar year. The term "garage sale" shall mean any sale conducted in or about a Lot where the public is invited to purchase items belonging to the Owner and displayed by the Owner for sale where such items have not been specifically described by type and either make or model. Under no circumstances shall any garage sale items be sold on consignment and/or brought to the Lot from outside of the Development for sale. This restriction is not intended to prevent an Owner's casual sale of an individual item belonging to the Owner from a Lot from time-to-time.

11. **Commercial/Industrial Vehicles:** No commercial or industrial vehicle; including, but limited to, moving vans, trucks (other than light-duty pickup trucks), tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses shall be parked and/or stored un-garaged upon any Lot except as is necessary for the performance of construction work thereon and/or moving purposes.

12. **Satellite Dishes:** No satellite dish in excess of eighteen (18) inches in diameter, ("Permitted Dish"), may be placed on or about a Lot. The Owner(s) must install and maintain any Permitted Dish in the rear of the Residence and the same must not be openly visible from the public street servicing the Lot. Any means of concealing a Permitted Dish must not be in violation of any of the Conditions and Restrictions and must be of such aesthetic nature as to blend/harmonize with surrounding landscape.

13. **Antennae:** No external or outside radio, television, ham and/or short wave antennae are permitted on a Lot.

14. **Wells/Drilling:** Excepting for any oil/gas lease(s) presently encumbering the Property, no oil and/or gas drilling or refining shall be permitted on any Lot and no derrick, well or other boring structure shall be erected, maintained or permitted thereon.


Instr: 200502040007285
P: 18 of 33 F: \$278.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

15. **Animals:** No animals of any kind shall be kept at or harbored on any Lot excepting dogs, cats and other household pets, ("Permitted Pets"). No animals shall be raised, kept or bred for any commercial purposes. Any and all Permitted Pets shall be housed/kept inside of the Residence and shall not be permitted to freely run in the Development. No structure(s) for the housing, exercising or keeping of any such Permitted Pets shall be erected/maintained on any Lot; including, without limitation, any kennels, hutches and/or runs.

16. **Sanitary Containers:** All trash, garbage and/or other waste must be kept in a covered and sanitary container such as a trash can, garbage can and/or waste/refuse container, ("Container"). Each Container must be kept inside the garage of a Residence; provided, however, that the Container may be deposited at the public street for collection in advance thereof.

17. **Guns/Wildlife:** There shall be no discharge of any guns, ammunition or explosives at or upon the Property. No hunting, trapping or poisoning of any wildlife is or shall be permitted on any part(s) of the Property, excepting for rodent control and/or upon prior written approval of Declarant or the Association.

18. **Yard and Security Lighting:** Declarant must pre-approve yard and/or security light(s) before any Owner may install the same. Declarant shall designate/require a pre-approved type/style of front yard light/post for the Development and/or any of the Phases thereof. No yard and/or security lighting upon any Lot shall interfere with the comfort, privacy and/or general welfare of the Owner(s) of any Lot(s) adjacent thereto and/or situated nearby.

19. **Street Lights:** If and to the extent Declarant and/or the Association shall furnish and/or maintain street lighting, the cost for the installation, repair, maintenance and/or replacement thereof and the cost of electricity therefor shall be charged to and apportioned among the Owners and assessed as provided within Article III of this Declaration.

D. Miscellaneous:


Instr: 200502040007295
P: 15 of 33 F: 5276.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

1. **Variations:** Declarant reserves the and sole and absolute right to approve in writing any variance(s) as to any Conditions and Restrictions.

2. **Voting:** Whenever for any purposes under this Declaration an Owners' vote may be necessitated, there shall be one (1) vote for each Lot, irrespective of the number of record owners of any Lot. Where there is more than one (1) record owner of any Lot, the Designated Member shall exercise voting rights attributable to the Lot and the vote of the Designated Member shall be conclusive/determinative as to all record owners.

3. **Maintenance:** Each Owner shall at all times maintain Owner's Lot and all Improvements situated thereon in a state of good repair and general appearance and shall not permit any accumulation of debris.

4. **Signs:** No sign of any type of nature shall be displayed to public view and/or maintained upon any Lot, excepting: (a) one (1) sign of not more than ten (10) square feet advertising the Lot and/or any

Improvements situated thereon "For Sale"; (b) any signage that Declarant may place upon the Property (and or any part(s) thereof) to advertise the Property and/or any Lots subdivided therefrom; and/or, (c) any signage that Declarant may authorize/permit in writing and in advance of any placement thereof.

ARTICLE V
EASEMENTS AND GRANTS/RESERVATIONS OF RIGHTS

1. **Record/Fact:** The Property is subject to any easements, encumbrances and/or rights-of-way of record on the Effective Date. Moreover, Declarant hereby establishes and creates (and reserves) easements and rights-of-way relative to and for all purposes (including inspection, maintenance, repair and/or replacement) of any and all gas pipelines, electrical/cable and/or telephone lines, water lines and/or any other utility lines, structures and/or improvements which are presently situated anywhere at or upon the Property servicing/benefiting any structures/improvements situated thereon on the Effective Date and/or which may be set forth upon any Plat.

2. **Reservations:** Declarant reserves the sole and absolute right to:

- (a) grant or plat easements and/or rights-of-way for the construction of public or private utility facilities, electric light, telephone and telegraph poles and conduits, cable television lines, security systems, gas pipes, sewer and water lines in, over, under and upon any and all highways or roadways now existing or hereafter established within the Development upon which any portion of any Lot may now or hereafter front or abut and/or within ten (10) feet of the side boundary line(s) of any Lots.
- (b) grant or plat consents, rights, easements and rights-of-way for the construction, maintenance and operation of public utility facilities, electric, gas, geothermal loops/improvements, telephone and telegraph lines, conduits for gas, water, sanitary and storm sewer pipes, mains, connections, downspouts, and other lines, together with cable television and other communication lines and/or cables, and for any other public and/or quasi-public facility, service or function, whether the same are above ground, underground and/or in, or upon any and all highways, streets, dedicated or otherwise, now existing or hereafter established upon any portion of the Property; and/or,
- (c) grant consents, easements and rights-of-way and/or to petition the gas, electric, telephone, water, sewer and cable television companies or authorities for the extension of their respective service mains, connections, lines or cables, which in Declarant's opinion may be necessary to further service any part(s) or all of the Property, any Lot(s) and/or the Open Space Parcels.

When Declarant no longer owns any of the Open Space Parcels, any Lot or any portion of the Property, then Declarant's rights reserved

Instr: 2005021040007285
P: 20 of 33 F. \$276.00
Rick Campbell, Stark County Recorder
02/04/2005 2:11PM MISC
120050006564

herein shall be automatically conveyed, without grant or instrument, to the Association to be exercised by the Board thereof.

3. Oil/Gas/Mineral Rights: Declarant shall and does hereby reserve any and all oil, gas and mineral rights, deposits and entitlements; including, without limitation, any and all domestic gas line rights and all royalties.

4. Association Easement: Declarant grants to the Association and the Association shall have a perpetual easement, ("Association Easement"), to over and across the Open Space Parcels, the Entrance Lots and/or any of the Lots upon which there is and/or may be any detention and/or retention basin, swales and/or drainage improvements at or for the Development which shall provide complete and unrestricted access to the Association as and when such access shall become necessary to enable the Association to fulfill all Association functions, obligations and duties consistent with this Declaration and for all purposes thereof.

The Association may utilize and benefit from the Association Easement for the care, maintenance and upkeep of the Open Space Parcels, the Entrance Features and detention/retention basins and to perform any and all Association duties and functions.

5. Mutual Easement: Declarant grants to all Owners and/or hereby establishes for the mutual benefit of all Owners (and their successors/assigns) a perpetual, non-exclusive easement, ("Mutual Easement"), to enable all Owners to generally access, use and enjoy the Open Space Parcels in common among and between all Owners for recreational purposes and pursuant to all applicable Rules and Regulations which the Association may establish and/or amend from time-to-time. The Mutual Easement and the rights created thereby are appurtenant to the Lots and shall transfer automatically with any transfer in the ownership thereof. The Mutual Easement and the rights afforded thereby shall not otherwise be transferable. Declarant additionally grants the foregoing Mutual Easement to the Association to enable and assist the Association to perform the Association's functions, duties and obligations under this Declaration.

ARTICLE VI
REVIEW COMMITTEE AND APPROVALS

1. Features/Requirements: Declarant reserves the absolute right to require/establish the architectural features, color patterns, color selections, exterior siding/wall materials, details and/or themes for one (1) or more of the Phases and/or areas of the Development. Accordingly, certain Improvements and/or Plans (inclusive of material selections, color schemes, etc.) may be acceptable/approved for certain Phases and/or parts of the Development, but not for others.

2. Plans: No Improvements (including any Residence) shall be constructed upon any Lot (and/or no modifications/changes shall be made to any existing Improvements) unless and until the Owner shall submit Plans thereof to the Review Committee for review and approval.

3. Approval: The Review Committee shall have the absolute right and discretion to approve or disapprove of any Plans. The Review Committee will approve or disapprove of submitted Plans within thirty (30) calendar days after the submittal thereof.


Instr: 200502040007295 02/04/2005
P: 21 of 33 F: \$276.00
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

4. **Liability:** Neither Declarant, the Review Committee and/or any member thereof, nor any of their respective successor(s) or assign(s), shall be liable to anyone submitting Plans for approval by reason of mistakes in judgment, negligence or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any Plans. Every person and entity who submits Plans to the Review Committee agrees, by submission of such Plans, that such person/entity will not bring any action or suit against Declarant, the Review Committee and/or any member thereof in law or equity or to recover any damages.

5. **Basis for Approval/Disapproval:** The Review Committee will approve/disapprove of Plans based, among other matters, upon the following considerations:

- (a) that all Improvements will be of a uniform high quality of design, appearance and construction;
- (b) that all Improvements shall be aesthetically pleasing and in harmony with the Development, the Phases thereof and this Declaration as the Review Committee shall in its sole and absolute discretion determine; and,
- (c) the effect/impact of the situs of the Improvements on each and every of the Phases, all other Lots and/or the Open Space Parcels.

ARTICLE VII
AMENDMENTS/MODIFICATIONS/EXPANSION

1. **Declarant:** For so long as Declarant is the fee simple owner of any portion of the Property and/or any of the Open Space Parcels, Declarant reserves the absolute right to, from time-to-time, amend, change and/or modify this Declaration (as to any or all parts of the Property and/or any Phase(s) of the Development), the boundary/lot lines for and/or the actual number of Lots that Declarant then owns and/or that Declarant may subdivide from the Property, and/or any of the Conditions and Restrictions (in whole and/or in part) and/or waive any of the Conditions and Restrictions in writing either generally or relative to any particular Phases, Lot(s) and/or part(s) of the Property. To amend, change and/or modify any of the Conditions and Restrictions and/or effect any other amendment(s)/modification(s) as aforesaid, Declarant shall file with the Stark County Recorder a Supplemental Declaration to set forth the amendment, change and/or modification, ("Supplement"). The Supplement will not require the signature of the Association and/or any other Owners.


2. **Owners:** At such time as Declarant has no fee simple interest in any part(s) of the Property and/or the Open Space Parcels, the Owners may amend and/or modify this Declaration (in whole or in part) and/or waive (in writing) any of the Conditions and/or Restrictions upon the affirmative vote of not less than seventy-five percent (75%) of the Owners. Any such amendment, modification and/or waiver shall be effective upon the Owners' filing of a Supplemental Declaration with the Stark County Recorder in a form which reflects the amendment, modification and/or waiver (as applicable), which such Supplemental Declaration must be signed by all of the voting Owners.

3. **Expansion:** Declarant is the fee simple owner of the real property described within Exhibit "C", which is attached hereto and is

Instr: 200502040007295 02/04/2005
P: 22 of 33 F: \$275.00 2:11PM MISC
Rick Campbell T20050005964
Stark County Recorder

made part hereof, ("Expansion Parcel"). Declarant reserves the absolute elective right to from time-to-time include the Expansion Parcel (and/or any part(s) thereof) within the Development and as part of the Property and/or any Phase(s) of the Development subject to and for all purposes of this Declaration upon Declarant's preparation and recordation of one (1) or more Supplemental Declaration(s) which will expand the Development relative to all or part(s) of the Expansion Parcel as provided therein.

ARTICLE VIII
MISCELLANEOUS AND GENERAL PROVISIONS


Instr: 200502040007295 02/04/2005
P: 23 of 33 F: \$276.00
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

1. **Open Space Parcels:** This Declaration subjects the Open Space Parcels to certain of the Conditions and Restrictions as provided herein. So long as Declarant is the fee simple owner of any of the Open Space Parcels, Declarant reserves the absolute right, ("Expansion Right"), to from time-to-time construct additional improvements/structures thereon and/or make alterations thereto; including by way of example, but without limitation, any exercise structures, recreation courts and/or swimming pool facility, for the use and benefit of the Owners and under Association control. If and when Declarant conveys the Open Space Parcels to the Association, the Association shall have the Expansion Right.

2. **Recreational Uses:** All Owners and each and every one of any Owner's family members, invitees, guests, and/or licensees using/enjoying the Open Space Parcels and/or any of the Improvements now or hereafter situated thereon, for any recreational purposes (including, without limitation, exercising, swimming and diving) shall do so at their own risk and by such use/enjoyment shall be deemed to accept and assume all risks associates therewith.

3. **Intent to Run with the Property/Mutuality:** This Declaration and the Conditions and Restrictions shall run with and bind the Property, the Open Space Parcel and all of the Lots (as applicable). This Declaration and the Conditions and Restrictions are for the direct mutual and reciprocal benefit of the Declarant, the Association, all Owners and their respective successor(s)/assign(s) and shall create mutual equitable servitudes upon and for the Development. This Declaration creates reciprocal rights and obligations between and among the Owners of any Lots and privity of contract and estate between them.

4. **Successor(s) and Assign(s):** This Declaration and the Conditions and Restrictions are and shall be binding upon and shall benefit Declarant, the Association, all Owners and the respective successor(s) and/or assign(s) of each.

5. **Acceptance of Deed:** By acceptance of any Deed conveying any of the Property and/or any Lot, the grantee(s) therein shall be conclusively deemed to have consented and agreed to this Declaration and the Conditions and Restrictions.

6. **Duration and Termination:** This Declaration and the Conditions and Restrictions shall continue for a term of twenty-one (21) years from the date hereof and, thereafter, shall automatically be extended for successive periods of ten (10) years each unless and until the Owners shall by the affirmative vote of not less than eighty percent (80%) of the voting Owners terminate the same. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or

void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or, (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Bush, the presently serving President of the United States of America.

7. **Severability:** Invalidation of any of the Conditions and Restrictions or other provisions contained in the Declaration shall in no way affect any other Conditions and Restrictions and/or provisions, which shall remain in full force and effect.

8. **Interpretation/Construction:** Declarant, and/or Declarant's written designee for such purpose, shall solely and absolutely decide/determine any difference and/or conflict which may arise relative to the interpretation, construction, application and/or meaning of this Declaration and any of the Conditions and Restrictions, which such decision/determination shall be final and conclusive upon any and all interested parties.

9. **Phases:** If and to the extent that Declarant does not supplement/amend this Declaration as to any Phases developed from the Property after Danbury Glen Estates Phase I, the Conditions and Restrictions contained in this Declaration applicable to the A Lots shall wholly apply to the Lots in the new Phases where and to the extent that of any of the Conditions and Restrictions differ as to the A Lots, B Lots and/or the C Lots.

10. **Declarant's Consent, Determination, Judgment:** Whenever this Declaration contemplates and/or requires the consent, approval, decision, determination and/or judgment of Declarant (or Declarant's successor(s) and/or designee(s)), Declarant (or Declarant's successor(s) and/or designee(s)) may notwithstanding anything contained in this Declaration to the contrary grant/withhold such consent/approval and/or issue such decision, determination or judgment in Declarant's sole and absolute discretion and shall not be subject to any liability/claim therefor or pertaining in any manner whatsoever thereto.

11. **Supplemental Restriction/Covenant - Storm Water Management Improvements:** Each and every portion of the Property now or hereafter serving the Development solely for storm water retention and detention purposes and/or as "greenspace area"/"open space" shall be restricted as provided herein, ("Restricted Land"). Declarant shall construct, maintain and/or effect upon the Restricted Land such storm water management improvements as required/approved for purposes of any phase(s) in the Development. There shall not be any structures/improvements constructed or situated upon the Restricted Land (including, without limitation, any residence(s) or garage(s)) excepting for storm water management improvements and/or recreational structures (i.e. tennis courts, basketball courts, pools, activity centers, picnic pavilion(s)/playground equipment). This restriction shall run with the Restricted Land and shall not be amended, modified or terminated by Declarant, the Association and/or their successor(s)/assign(s) without the prior written approval of the Village of Hartville, ("Municipality").

The Association shall at all times and at its expense maintain and/or repair any and all storm water management improvements;


Instr: 200502040007295 02/04/2005
P: 24 of 33 F: \$276.00
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

including, without limitation, all of the same at/upon the Restricted Land as necessary to enable the same to function as designed by Declarant's engineers, which maintenance/repair shall include (without limitation) the removal/treatment of weeds, foliage, growth and/or silt which materially impair such functioning, ("Association Maintenance/Repair").

The Municipality is authorized and empowered to effect any Association Maintenance/Repair if the Association does not timely and properly complete the same, in which event the Municipality is authorized and shall have the right to assess and collect from the Association the costs/expenses attributable thereto, ("Municipality Costs"). If the Association ceases to exist, the Municipality is authorized and shall have the right to assess and collect any and all such Municipality Costs to the Owners on a per capita basis (i.e. each Lot shall be equally assessed therefor). The conditions/covenants contained in this provision 11 shall be binding upon the Association and all Owners in perpetuity.

Declarant hereby grants to the Municipality a nonexclusive easement encumbering the Restricted Land which shall enable and entitle the Municipality to full ingress/egress and access to and from the Restricted Land for any and all purposes; including, without limitation: to inspect the Restricted Land, to effect any Association Maintenance/Repair and/or to construct/maintain any of the storm water management improvements.

IN WITNESS WHEREOF, Declarant has, by Declarant's duly authorized President, executed this Declaration on and effective this 1st day of February, 2005.

DANBURY GLEN ESTATES, INC.,
an Ohio corporation,

By: John P. Hershberger
John P. Hershberger
its President


Instr: 200502040007285 02/04/2005
P: 25 of 33 F: \$275.00
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

STATE OF OHIO, STARK COUNTY, SS:

Before me, a notary public in and for Stark County, Ohio, personally appeared the above-named Danbury Glen Estates, Inc., an Ohio corporation, ("Declarant"), by John P. Hershberger, its President, who acknowledged that he did sign the foregoing Declaration and that the same is Declarant's free act and deed and his free act and deed both individually and as Declarant's duly authorized President.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Stark County, Ohio, this 1st day of February, 2005.



Susan Wood

Notary Public
SUSAN WOOD
Notary Public, State of Ohio
My Commission Expires Dec. 4, 2006
Recorded in Stark County

Instr: 200502040007295
P: 26 of 33 F: \$276.00 02/04/2005
Rick Campbell 2:11PM MISC
Stark County Recorder T20050005064

GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3386
 Phone 330-836-0228 Fax 330-836-5782
 E-mail gbc@gbcdesign.com

Sy Cymerman, A.I.A.
 Michael A. Gardina, P.E.
 Gary R. Rouse, P.E., P.S.
 John E. Walsh, P.E.

January 7, 2003
 Revised June 6, 2003


 Instr: 200502040007205 02/04/2005
 P: 27 of 33 F: \$276.00 2:11PM MISC
 Rick Campbell
 Stark County Recorder T20050005064

LEGAL DESCRIPTION
 Swamp St. N.E. Parcel
 139.2517 Acres

Situated in the Village of Hartville, County of Stark, State of Ohio and known as being part of the Southeast Quarter of Section 12 and part of the Southwest Quarter of Section 12, Township 12, Range 8 of former Township of Lake, also known as being all of lands now or formerly owned by John P. & Jody Hershberger as recorded in Instrument #2000110300066593 of the Stark County records, and known as being all of lands now or formerly owned by John P. & Jody Hershberger as recorded in Instrument #200101040000631 of the Stark County records and more fully described as follows:

Beginning at a county disk found at the southeasterly corner of the said Southwest Quarter of Section 12, also being the southwesterly corner of the said Southeast Quarter of Section 12, which is the True Place of Beginning for the parcel of land herein described;

Thence N 89° 26' 02" W, along the southerly line of the said Southwest Quarter of Section 12, a distance of 1775.11 feet to a chiseled "X" in stone found;

Thence N 00° 25' 07" E, along the easterly line of lands now or formerly owned by D.O. & S.L. Kamerer as recorded in Instrument #1998028812 of the Stark County records, also along the easterly line of lands now or formerly owned by O.C. & C.L. Kamerer as recorded in Instrument #1998028813 of the Stark County records, a distance of 1157.35 feet to a capped rebar (Lockhart Development) found;

Thence S 89° 36' 27" E, along the southerly line of lands now or formely owned by M.R. & S. Putterbaugh as recorded in Instrument #2000049544 of the Stark County records, passing over a 5/8" rebar found at 2.21 feet, a distance of 142.00 feet to a capped rebar (Lockhart Development) found;

Thence N 00° 25' 43" E, along the easterly line of the said Putterbaugh lands, a distance of 400.55 feet to a capped rebar (Lockhart Development) found;

Thence N 69° 05' 54" E, continuing along the easterly line of the said Putterbaugh lands, a distance of 293.02 feet to a capped rebar (Lockhart Development) found;

Thence N 00° 28' 03" E, continuing along the easterly line of the said Putterbaugh lands, passing over a capped rebar (Lockhart Development) found at 104.76 feet, a distance of 105.00 feet to a point;

Thence N 89° 37' 14" W, along the northerly line of the said Putterbaugh lands, a distance of 415.00 feet to a capped rebar (Lockhart Development) found;

Thence N 00° 25' 58" E, along the lands now or formerly known owned by R.L. & B.C. Moore, Trustees as recorded in Instrument #2000045953 of the Stark County records, also along the lands now or formerly owned by D.W. & G.C. Knowles as recorded in Deed Volume 682, Page 774 (Parcel 2) of the Stark County records, passing over a 5/8" capped rebar (GBC Design, Inc.) to be set at a distance of 908.60 feet, a distance of 938.60 feet to a point;

Thence S 89° 22' 32" E, along the northerly line of the said Southwest Quarter of Section 12, also being the centerline of Swamp Street (C.R. 37, 60' wide), a distance of 1043.38 feet to a point;



Thence S 00° 00' 33" W, along the westerly line of lands now or formerly owned by H.E. & L.A. Carlisle as recorded in Instrument #2000056483 of the Stark County records, passing over a 3/4" iron pipe found at a distance of 29.47 feet, a distance of 299.62 feet to a 1" pinched pipe found;

Thence S 89° 18' 40" E, along the southerly line of said Carlisle lands, also along the southerly line of lands now or formerly owned by F.J. Duquette as recorded in Deed Volume 1598, Page 153 (Parcel 1) of the Stark County records, passing over a 1" iron pipe found at a distance of 60.00 feet, a distance of 143.91 feet to a 1" iron bar found;

Thence S 00° 02' 55" E, along the westerly line of lands now or formerly owned by F.J. Duquette as recorded in Deed Volume 1598, Page 153 (Parcel 2) of the Stark County records, a distance of 409.70 feet to a point (witnessed by a 1" bent iron bar found N 72° 04' 50" E, 0.67 feet);

Thence S 89° 18' 25" E, along the southerly line of said Duquette lands, also along the southerly line of lands now or formerly owned by J.M. & S.K. Barkman as recorded in Deed Volume 1255, Page 590 of the Stark County records, passing over a capped rebar (Broemsen Surveying) found at a distance of 337.02 feet, a distance of 501.94 feet to a 5/8" rebar found;

Thence S 00° 11' 01" E, along the westerly line of lands now or formerly owned by L.N. & J. Yoder as recorded in Deed Volume 1255, Page 586 of the Stark County records, a distance of 329.92 feet to a capped rebar (Broemsen Surveying) found;

Thence S 89° 29' 58" E, along the southerly line of said Yoder lands, a distance of 60.03 feet to a 5/8" bent rebar found;

Thence S 00° 09' 02" E, along the easterly line of the said Southwest Quarter of Section 12, also being the westerly line of the said Southeast Quarter of Section 12, also being the westerly line of lands now or formerly owned by K.B. & E. Byler as recorded in Deed Volume 223, Page 890 of the Stark County records, a distance of 264.49 feet to a point (witnessed by a 1" iron pipe found N 89° 22' 42" W, 1.81 feet);

Thence S 89° 22' 42" E, along the southerly line of said Byler lands, also along the southerly line of lands now or formerly owned by T.A. & J. Miller as recorded in Deed Volume 245, Page 509 of the Stark County records, also being the southerly line of lands now or formerly owned by T.L. & C. Walker as recorded in Deed Volume 1223, Page 656 of the Stark County records, a distance of 1352.30 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 00° 24' 36" W, along the westerly line of lands now or formerly owned by L.K. Oatley as recorded in Deed Volume 774, Page 300 of the Stark County records, also along the westerly line of lands now or formerly owned by M.J. & P. Vadasz as recorded in Instrument #2001-091900067200 of the Stark County records, a distance of 1406.17 feet to a 2" iron pipe found;

Thence N 89° 11' 20" W, along the southerly line of the said Southeast Quarter of Section 12, a distance of 1338.60 feet to the True Place of Beginning and containing 139.2517 Acres of land, more or less, as surveyed in January, 2003 by Louis J. Giffels, Registered Surveyor No. 7790 with GBC Design, Inc. but subject to any legal highways, restrictions, reservations or easements of record.

* Basis of bearing of this survey is the northerly line of the Southwest Quarter of Section 12 as shown on a survey by David Broemsen dated 5/6/1992 (Project No. 92-165).

GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3386
 Phone 330-836-0228 Fax 330-836-5782
 E-mail gbc@gbcdesign.com

Sy Cymerman, A.I.A.
 Michael A. Gardina, P.E.
 Gary R. Rouse, P.E., P.S.
 John E. Walsh, P.E., P.S.

January 13, 2005

LEGAL DESCRIPTION
Danbury Glen Estates No. 1
57.2914 Acres


 Instr: 200502040007295 02/04/2005
 P: 29 of 33 F: \$275.00 2:11PM MISC
 Rick Campbell
 Stark County Recorder T20050005064

Situated in the Village of Hartville, County of Stark, State of Ohio and known as being part of the Southwest Quarter of Section 12, Township 12, Range 8 of former Township of Lake, also known as being part of O.L. 163 of said Village of Hartville, also known as being all of Danbury Glen Estates No. 1 as recorded in Instrument #200408020055655 of the Stark County records and more fully described as follows:

Beginning at a point (witnessed by a 1" iron pipe found N 89° 22' 42" W, 1.81 feet) found at the southeasterly corner of Outlot 210 (Block "D") of said Danbury Glen Estates No. 1, which is the True Place of Beginning for the parcel of land herein described;

Thence S 43° 25' 10" W, along a southerly line of said Danbury Glen Estates No. 1, a distance of 119.71 feet to a 1" rebar to be set;

Thence N 64° 47' 23" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 75.29 feet to a 1" rebar to be set;

Thence S 20° 59' 44" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 172.81 feet to a 1" rebar to be set;

Thence S 24° 27' 45" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 50.00 feet to a 1" rebar to be set;

Thence, continuing along a southerly line of said Danbury Glen Estates No. 1, along the arc of a circle curving to the right, having a central angle of 01° 20' 20", a radius of 375.00 feet, a chord length of 8.76 feet, a chord bearing of N 64° 52' 05" W, a tangent of 4.38 feet, and arc length of 8.76 feet to a 1" rebar to be set;

Thence S 25° 48' 05" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 185.76 feet to a 1" rebar to be set;

Thence S 54° 01' 29" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 74.78 feet to a 1" rebar to be set;

Thence S 76° 38' 42" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 337.28 feet to a 1" rebar to be set;

Thence S 02° 26' 20" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 13.56 feet to a 1" rebar to be set;

Thence S 87° 33' 40" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 50.00 feet to a 1" rebar to be set;

Thence S 87° 39' 06" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 521.70 feet to a 1" rebar to be set;

Thence N 00° 25' 07" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 70.17 feet to a 1" rebar to be set;

Thence N 55° 16' 59" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 131.04 feet to a 1" rebar to be set;



Thence N 89° 34' 53" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 141.10 feet to a 1" rebar to be set;

Thence N 00° 25' 07" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 16.69 feet to a 1" rebar to be set at a point of curvature;

Thence, continuing along a southerly line of said Danbury Glen Estates No. 1, along the arc of a circle curving to the right, having a central angle of 00° 56' 18", a radius of 300.00 feet, a chord length of 4.91 feet, a chord bearing of N 00° 53' 16" E, a tangent of 2.46 feet, and arc length of 4.91 feet to a 1" rebar to be set;

Thence N 89° 34' 53" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 235.04 feet to a 1" rebar to be set;

Thence N 00° 25' 07" E, along a westerly line of said Danbury Glen Estates No. 1, a distance of 187.99 feet to a capped rebar (Lockhart Development) found;

Thence S 89° 36' 27" E, continuing along a westerly line of said Danbury Glen Estates No. 1, passing over a 5/8" rebar found at 2.21 feet, a distance of 142.00 feet to a capped rebar (Lockhart Development) found;

Thence N 00° 25' 43" E, continuing along a westerly line of said Danbury Glen Estates No. 1, a distance of 400.55 feet to a capped rebar (Lockhart Development) found;

Thence N 69° 05' 54" E, continuing along a westerly line of said Danbury Glen Estates No. 1, a distance of 293.02 feet to a capped rebar (Lockhart Development) found;

Thence N 00° 28' 03" E, continuing along a westerly line of said Danbury Glen Estates No. 1, passing over a capped rebar (Lockhart Development) found at 104.76 feet, a distance of 105.00 feet to a point;

Thence N 89° 37' 14" W, continuing along a westerly line of said Danbury Glen Estates No. 1, a distance of 415.00 feet to a capped rebar (Lockhart Development) found;

Thence N 00° 25' 58" E, continuing along a westerly line of said Danbury Glen Estates No. 1, passing over a 5/8" capped rebar (GBC Design, Inc.) to be set at 908.60 feet, a distance of 938.60 feet to a point;

Thence S 89° 22' 32" E, along the northerly line of said Danbury Glen Estates No. 1, also being the centerline of Swamp Street N.E. (C.R. 37, 60' wide), also being the northerly line of said Southwest Quarter of Section 12, a distance of 1043.38 feet to a point;

Thence S 00° 00' 33" W, along an easterly line of said Danbury Glen Estates No. 1, passing over a 3/4" iron pipe found at 29.47 feet, a distance of 299.62 feet to a 1" pinched pipe found;

Thence S 89° 18' 40" E, continuing along an easterly line of said Danbury Glen Estates No. 1, passing over a 1" iron pipe found at 60.00 feet, a distance of 143.91 feet to a 1" iron bar found;

Thence S 00° 02' 55" E, continuing along an easterly line of said Danbury Glen Estates No. 1, a distance of 409.70 feet to a point (witnessed by a 1" bent iron bar found N 17° 55' 10" E, 0.67 feet);

Thence S 89° 18' 25" E, continuing along an easterly line of said Danbury Glen Estates No. 1, passing over a capped rebar (Broemsen Surveying) found at 337.02 feet, a distance of 501.94 feet to a 5/8" rebar found;

Thence S 00° 11' 01" E, continuing along an easterly line of said Danbury Glen Estates No. 1, a distance of 329.92 feet to a capped rebar (Broemsen Surveying) found;

Thence S 89° 29' 58" E, continuing along an easterly line of said Danbury Glen Estates No. 1, a distance of 60.03 feet to a 5/8" bent rebar found;

Thence S 00° 09' 02" E, continuing along an easterly line of said Danbury Glen Estates No. 1, a distance of 264.49 feet to the True Place of Beginning and containing 57.2914 Acres of land, more or less, as surveyed in January, 2005 by Louis J. Giffels, Registered Surveyor No. 7790 with GBC Design, Inc. but subject to any legal highways, restrictions, reservations or easements of record.

*Basis of bearing of this survey is the plat of Danbury Glen Estates No. 1 as recorded in Instrument #200408020055655 of the Stark County records.

Louis J. Giffels – Reg. No. 7790



Instr: 200502040007205 02/04/2005
P: 31 of 33 F: 3275.00 2:11PM MISC
Rick Campbell
Stark County Recorder T2005000664

GBC DESIGN, INC.


3378 West Market Street Akron, OH 44333-3386
 Phone 330-836-0228 Fax 330-836-5782
 E-mail gbc@gbcdesign.com

Sy Cymerman, A.I.A.
 Michael A. Gardina, P.E.
 Gary R. Rouse, P.E., P.S.
 John E. Walsh, P.E., P.S.

January 13, 2005

LEGAL DESCRIPTION

Danbury Glen Estates
 Residual Parcel
 81.9603 Acres


 Instr: 200502040007295 02/04/2005
 P: 32 of 33 F: \$276.00 2:11PM MISC
 Rick Campbell T200502040007295
 Stark County Recorder

Situated in the Village of Hartville, County of Stark, State of Ohio and known as being part of the Southwest Quarter of Section 12 & part of the Southeast Quarter of Section 12, Township 12, Range 8 of former Township of Lake, also known as being part of O.L. 163 & all of O.L. 164 of said Village of Hartville, also known as being part of the lands now or formerly owned by Danbury Glen Estates Inc. as recorded in Instrument #200407290054652 of the Stark County records, also being all of the lands now or formerly owned by John P. & Jody L. Hershberger as recorded in Instrument #200409010062970 of the Stark County records and more fully described as follows:

Beginning at a point (witnessed by a 1" iron pipe found N 89° 22' 42" W, 1.81 feet) found at the southeasterly corner of Outlot 210 (Block "D") of Danbury Glen Estates No. 1 as recorded in Instrument #200408020055655 of the Stark County records, which is the True Place of Beginning for the parcel of land herein described;

Thence S 89° 22' 42" E, along the southerly line of lands now or formerly owned by Kenneth B. & Elsie Byler as recorded in Deed Volume 223, Page 890 of the Stark County records, also along the southerly line of lands now or formerly owned by T.A. & J. Miller as recorded in Deed Volume 245, Page 509 of the Stark County records, also along the southerly line of lands now or formerly owned by T.L. & C. Walker as recorded in Deed Volume 1223, Page 656 of the Stark County records, a distance of 1352.30 feet to a 5/8" capped rebar (GBC Design, Inc.) set;

Thence S 00° 24' 36" W, along the westerly line of lands now or formerly owned by L.K. Oatley as recorded in Deed Volume 774, Page 300 of the Stark County records, also along the westerly line of lands now or formerly owned by M.J. & P. Vadasz as recorded in Instrument #2001091900067200 of the Stark County records, a distance of 1406.17 feet to a 2" iron pipe found;

Thence N 89° 11' 20" W, along the southerly line of the said Southeast Quarter of Section 12, a distance of 1338.60 feet to county disk found;

Thence N 89° 26' 02" W, along the southerly line of the said Southwest Quarter of Section 12, a distance of 1775.11 feet to a chiseled "X" in stone found;

Thence N 00° 25' 07" E, along the easterly line of lands now or formerly owned by D.O. & S.L. Kameron as recorded in Instrument #1998028812 of the Stark County records, also along the easterly line of lands now or formerly owned by O.C. & C.L. Kameron as recorded in Instrument #1998028813 of the Stark County records, a distance of 969.36 feet to a 1" rebar to be set;

Thence S 89° 34' 53" E, along a southerly line of said Danbury Glen Estates No. 1, a distance of 235.04 feet to a 1" rebar to be set;

Thence, continuing along a southerly line of said Danbury Glen Estates No. 1, along the arc of a circle curving to the left, having a central angle of 00° 56' 18", a radius of 300.00 feet, a chord


Instr: 20050204007295 02/24/2005
P: 33 of 33 F: \$276.00 2:11PM MISC
Rick Campbell Stark County Recorder T20050005064

length of 4.91 feet, a chord bearing of S 00° 53' 16" W, a tangent of 2.46 feet, and arc length of 4.91 feet to a 1" rebar to be set at a point of tangency;

Thence S 00° 25' 07" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 16.69 feet to a 1" rebar to be set;

Thence S 89° 34' 53" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 141.10 feet to a 1" rebar to be set;

Thence S 55° 16' 59" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 131.04 feet to a 1" rebar to be set;

Thence S 00° 25' 07" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 70.17 feet to a 1" rebar to be set;

Thence N 87° 39' 06" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 521.70 feet to a 1" rebar to be set;

Thence N 87° 33' 40" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 50.00 feet to a 1" rebar to be set;

Thence N 02° 26' 20" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 13.56 feet to a 1" rebar to be set;

Thence N 76° 38' 42" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 337.28 feet to a 1" rebar to be set;

Thence N 54° 01' 29" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 74.78 feet to a 1" rebar to be set;

Thence N 25° 48' 05" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 185.76 feet to a 1" rebar to be set;

Thence, continuing along a southerly line of said Danbury Glen Estates No. 1, along the arc of a circle curving to the left, having a central angle of 01° 20' 20", a radius of 375.00 feet, a chord length of 8.76 feet, a chord bearing of S 64° 52' 05" E, a tangent of 4.38 feet, and arc length of 8.76 feet to a 1" rebar to be set;

Thence N 24° 27' 45" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 50.00 feet to a 1" rebar to be set;

Thence N 20° 59' 44" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 172.81 feet to a 1" rebar to be set;

Thence S 64° 47' 23" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 75.29 feet to a 1" rebar to be set;

Thence N 43° 25' 10" E, along a southerly line of said Danbury Glen Estates No. 1, a distance of 119.71 feet to the True Place of Beginning and containing 81.9603 Acres of land (38.5969 Acres within O.L. 163 & 43.3634 Acres within O.L. 164), more or less, as surveyed in January, 2005 by Louis J. Giffels, Registered Surveyor No. 7790 with GBC Design, Inc. but subject to any legal highways, restrictions, reservations or easements of record.

*Basis of bearing of this survey is the plat of Danbury Glen Estates No. 1 as recorded in Instrument #200408020055655 of the Stark County records.

200811030048232
Electronic Recording 11/03/2008
Rick Campbell 03:01PM
Stark County Recorder T20080041806
Pages:8 F:Fees:\$76.00 MISC

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS
FOR
DANBURY GLEN ESTATES, HARTVILLE, STARK COUNTY, OHIO**

Being developed by:

Danbury Glen Estates, LLC, an Ohio limited liability company, as successor in
interest to Danbury Glen Estates, Inc.
1844 West State Street, Suite A
Alliance, Ohio 44601

Certification:

Danbury Glen Estates, Inc., an Ohio corporation, has filed with the Auditor of Stark
County, Ohio, a copy of this First Supplemental to Declaration of Covenants,
Conditions, Reservations, Restrictions and Easements for Danbury Glen Estates,
Hartville, Stark County, Ohio.

This Instrument prepared by:
Brent A. Barnes, Esquire
Geiger, Teeple, Smith & Hahn, P.L.L.
1844 West State Street, Suite A
Alliance, Ohio 44601
Phone: (330) 821-1430
Fax: (330) 821-2217

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS**
FOR
DANBURY GLEN ESTATES, HARTVILLE, STARK COUNTY, OHIO

THIS FIRST SUPPLEMENT to the Original Declaration of Covenants, Conditions, Reservations and Easements for Danbury Glen Estates, Hartville, Stark County, Ohio is made this 29th day of October, 2008 by Danbury Glen Estates, LLC, an Ohio limited liability company (hereinafter referred to as "Declarant").

RECITALS:

1. On the February 1st, 2005, Danbury Glen Estates, Inc., (the "Original Declarant") executed the Declaration of Covenants, Conditions, Reservations and Easements for Danbury Glen Estates, Hartville, Stark County, Ohio (the "Declaration") which Declaration was filed with the Stark County, Ohio, Auditor and recorded with the Stark County, Ohio, Recorder's Office on February 4, 2005, as Document Number 200502040007295.
2. The Declaration included a description of the "Property" as the property described within "Exhibit A" attached to the Declaration, which legal description is recorded with the Stark County, Ohio Recorder on February 4, 2005, as Document Number 200502040007295, containing 139.2517 acres, more or less.
3. The "Property" includes certain parcels of property described in the Declaration as "Expansion Parcel", which is described within "Exhibit C", which is attached to the Declaration.
4. On the March 24th, 2006, Original Declarant executed a General Warranty Deed whereas Original Declarant consolidated the parcels included in the "Expansion Parcel", which Deed was recorded with the Stark County, Ohio, Recorder on April 13, 2006, as Document Number 200604130021743.
5. In furtherance hereof, it is necessary to amend and supplement "Exhibit C" of the Declaration to reflect the consolidation of the Expansion Parcel.
6. The Original Declarant reserved the right and option in Articles I and VII of the Declaration, to, from time-to-time, amend change and modify this Declaration, including assigning Original Declarant's rights, entitlements and/or benefits and all of the Original Declarant's duties, obligations, liabilities and functions as the "Declarant" under the Declaration.

7. On April 10th, 2006, Original Declarant assigned and conveyed all of its right, title and interest in the Property to Declarant by virtue of a General Warranty Deed, said Deed being recorded with the Stark County Recorder's Office on April 13, 2006, as Document Number 200604130021811.

8. In furtherance hereof, it is necessary to amend and supplement the Declaration to reflect the change in the definition of "Declarant" from Danbury Glen Estates, Inc. to Danbury Glen Estates, LLC.

NOW, THEREFORE, the Declarant, being duly authorized under the terms and conditions of the Declaration, hereby amends the Declaration with respect to the following:

1. Article I of the Declaration as Definitions are hereby amended and supplemented to reflect the change in the definition of "Declarant" from Danbury Glen Estates, Inc., an Ohio corporation to Danbury Glen Estates, LLC an Ohio limited liability company.
2. Exhibit "C" attached to the Declaration is hereby amended and supplemented to include, in addition to the property listed in Exhibit "C", the property described in "Exhibit C-1" attached hereto.
3. Article I of the Declaration, defined as Definitions is hereby amended and supplemented to reflect the change in the definition of Property to include, in addition to "Exhibit A" of the Declaration, the property described in Exhibit "C-1" attached hereto.
4. The Declaration and Exhibits attached thereto, as each of the foregoing have been supplemented, shall remain in full force and effect.

29th IN WITNESS WHEREOF, the undersigned have executed this instrument this day of October 2008.

Signed in the presence of:

Witnesses:

[Signature]
Scott Samuel

DECLARANT:

Danbury Glen Estates, Inc.,

By: [Signature]
Its President

Witnesses:

[Signature]
Scott Samuel

Danbury Glen Estates, LLC

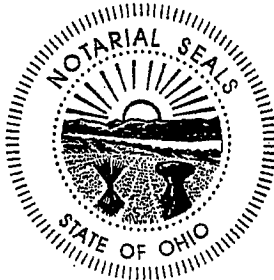
By: [Signature]
Its Managing Member

STATE OF OHIO :
COUNTY OF STARK :SS

Before me, a Notary Public, in and for said state, personally appeared before me Danbury Glen Estates, Inc., by John Heishberger, its President, duly authorized, and acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed in such capacity and the free act and deed of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wartville, Ohio, this 29 day of October, 2008.

[Signature]
NOTARY PUBLIC



BETTY L. ATKINSON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 29, 2009

STATE OF OHIO :
COUNTY OF STARK :SS

Before me, a Notary Public, in and for said state, personally appeared before me Danbury Glen Estates, LLC, by Gary Sommers, it's Managing Member, and acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed in such capacity and the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wartville, Ohio, this 29 day of October, 2008.


NOTARY PUBLIC

This Instrument Prepared By:
Geiger, Teeple, Smith & Hahn P.L.L.
1844 West State Street, Suite A
Alliance, Ohio 44601



BETTY L. ATKINSON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 29, 2009

GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3386
Phone 330-836-0228 Fax 330-836-5782
www.GBCdesign.com

Sy Cymerman, A.I.A.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E., P.S.

February 21, 2006

LEGAL DESCRIPTION
Danbury Glen Estates, Inc.
Consolidation Parcel
43.7159 Acres

Situated in the Village of Hartville, County of Stark, State of Ohio and known as being part of the Southwest Quarter of Section 12 & part of the Northwest Quarter of Section 13, Township 12, Range 8 of former Township of Lake, also known as being part of O.L. 162, part of O.L. 163 & part of O.L. 211 of said Village of Hartville, also known as being part of the lands now or formerly owned by Danbury Glen Estates Inc. as recorded in Instrument #200407290054652 of the Stark County records, also being part of the lands now or formerly owned by Bethany Mennonite Church as recorded in Instrument #200503040013342 of the Stark County records and more fully described as follows:

Beginning at a county disk found at the northeasterly corner of said Northwest Quarter of Section 13, also being the northeasterly corner of said O.L. 211, which is the True Place of Beginning for the parcel of land herein described in the following 23 courses;

1.) Thence S 00° 49' 43" W, along the easterly line of said Northwest Quarter of Section 13, also being the easterly line of said O.L. 211, also being the easterly line of said Bethany Mennonite Church lands, a distance of 500.01 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

2.) Thence N 89° 26' 02" W, along a line of new division, a distance of 448.68 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

3.) Thence N 01° 27' 00" E, along the westerly line of said Bethany Mennonite Church lands, a distance of 500.06 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

4.) Thence N 89° 26' 02" W, along the southerly line of the said Southwest Quarter of Section 12, a distance of 1331.86 feet to chiseled "X" in stone found;

5.) Thence N 00° 25' 07" E, along the easterly line of lands now or formerly owned by David O. & Susan L. Kameron as recorded in Instrument #1998028812 of the Stark County records, also along the easterly line of lands now or formerly owned by Owen C. & Katherine L. Kameron as recorded in Instrument #1998028813 of the Stark County records, a distance of 969.36 feet to a 1" rebar set;

6.) Thence S 89° 34' 53" E, along a southerly line of said Danbury Glen Estates No. 1, a distance of 235.04 feet to a 1" rebar set;

7.) Thence continuing along a southerly line of said Danbury Glen Estates No. 1, along the arc of a circle curving to the left, having a central angle of 00° 56' 18", a radius of 300.00 feet, a chord length of 4.91 feet, a chord bearing of S 00° 53' 16" W, a tangent of 2.46 feet, and arc length of 4.91 feet to a 1" rebar set at a point of tangency;

8.) Thence S 00° 25' 07" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 16.69 feet to a 1" rebar set;

9.) Thence S 89° 34' 53" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 141.10 feet to a 1" rebar set;

LEGAL DESCRIPTION

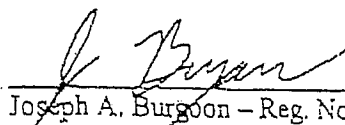
Danbury Glen Estates

Consolidation Parcel - 43,7159 Acres

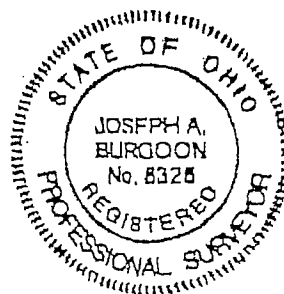
Page 2 of 2

- 10.) Thence S 55° 16' 59" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 131.04 feet to a 1" rebar set;
- 11.) Thence S 00° 25' 07" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 70.17 feet to a 1" rebar set;
- 12.) Thence N 87° 39' 06" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 521.70 feet to a 1" rebar set;
- 13.) Thence N 87° 33' 40" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 50.00 feet to a 1" rebar set;
- 14.) Thence N 02° 26' 20" W, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 13.56 feet to a 1" rebar set;
- 15.) Thence N 76° 38' 42" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 337.28 feet to a 1" rebar set;
- 16.) Thence N 54° 01' 29" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 74.78 feet to a 1" rebar set;
- 17.) Thence N 25° 48' 05" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 185.76 feet to a 1" rebar set;
- 18.) Thence continuing along a southerly line of said Danbury Glen Estates No. 1, along the arc of a circle curving to the left, having a central angle of 01° 20' 20", a radius of 375.00 feet, a chord length of 8.76 feet, a chord bearing of S 64° 52' 05" E, a tangent of 4.38 feet, and arc length of 8.76 feet to a 1" rebar set;
- 19.) Thence N 24° 27' 45" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 50.00 feet to a 1" rebar set;
- 20.) Thence N 20° 59' 44" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 172.81 feet to a 1" rebar set;
- 21.) Thence S 64° 47' 23" E, continuing along a southerly line of said Danbury Glen Estates No. 1, a distance of 75.29 feet to a 1" rebar set;
- 22.) Thence N 43° 25' 10" E, along a southerly line of said Danbury Glen Estates No. 1, a distance of 119.71 feet to point (witnessed by a 1" iron pipe found N 89° 22' 42" W, 1.81 feet);
- 23.) Thence S 00° 09' 02" E, along the easterly line of said Southwest Quarter of Section 12, a distance of 1401.86 feet to the True Place of Beginning and containing 43,7159 Acres of land (2.2494 Acres within O.L. 162, 38.5969 Acres within O.L. 163, & 2.8696 Acres within O.L. 211), more or less, as surveyed in February, 2006 by Joseph A. Burgoon, Registered Surveyor No. 8325 with GBC Design, Inc. but subject to any legal highways, restrictions, reservations or easements of record.

*Basis of bearing of this survey is the plat of Danbury Glen Estates No. 1 as recorded in Instrument #200408020055655 of the Stark County records.


Joseph A. Burgoon - Reg. No. 8325

2/22/06



"Exhibit C-1"

EXHIBIT 2

Oil and Gas Lease to Belden & Blake Oil Production, received for record January 27, 1960, and recorded as Volume 121, Page 315, Stark County Records.

Easement to Ohio Edison Company, received for record May 24, 1955, and recorded as Volume 2303, Page 193, Stark County Records.

Right of Way to The Canton Oil & Gas Company, received for record September 21, 1979, and recorded as Volume 4204, Page 474, Stark County Records.

Easement to Ohio Edison Company, received for record March 17, 1983, and recorded as Official Records Volume 88, Page 849, Stark County Records.

Easement to Ohio Edison Company, received for record September 13, 1940, and recorded as Volume 1277, Page 303, Stark County Records.

Easement to Ohio Edison Company, received for record May 24, 1955, and recorded as Volume 2303, Page 201, Stark County Records.

Easement as set forth in a Deed, received for record March 14, 1873, and recorded as Volume 122, Page 269, Stark County Records.

Oil and Gas Lease to Belden & Blake Oil Production, received for record March 5, 1964, and recorded as Volume 131, Page 596, Stark County Records.

Right of Way to The Canton Oil & Gas Company, received for record August 27, 1979, and recorded as Volume 4204, Page 451, Stark County Records.

Annexation Plat to The Village of Hartville, received for record August 20, 2002, and recorded as Official Records Imaging Number 200208200065626, Stark County Records.