

# THE BOROUGHS

## COVENANTS, CONDITIONS AND RESTRICTIONS

### RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS

#### THE BOROUGHS NO. 2 and NO. 4

The undersigned being the Owner and Developer ("the Developer") of Lots 115 & 116, 118 through 125, 133 & 134, 137 & 138, 141 through 146, 149 through 153, 156, and 158 through 161, inclusive, in The Boroughs No. 2 and Lots 222 through 228 inclusive, in The Boroughs No. 4, an Allotment described in Plat Book 48 Page 45 , of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns (the "Lot Owners"), and for the benefit and protection of all the present and future Lot Owners in The Boroughs No. 2 & 4.

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

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

2. Any dwelling erected in The Boroughs No. 2 & 4 shall adhere to and comply with the following requirements:

a. Single family dwellings shall meet the following requirements:

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

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

(2) Two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

(3) Split level dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.

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

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

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

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

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

- (1) One Story 1600 Square Feet
- (2) Two Story 2000 Square Feet
- (3) Split Level 1800 Square Feet
- (4) Story and a Half 1900 Square Feet with not less than 1400 square feet in the first floor area.

iii. Garage: No garages shall be erected which are separated from the main building. All garages must be at least 400 square feet.

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

c. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications and profiles for The Boroughs No. 2 & 4. The drive slope requirement in paragraph "B" above is part of this regulation.

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

e. The Lot owners shall maintain a general good appearance of the lot and shall in no case

allow weeds to grow on any part of said lot including easements reserved for the public utilities and the land lying between the front lot line and the road improvement. A finish lawn shall be planted and established within six (6) months after occupancy of the residence.

f. No structure of any kind shall be erected on any lot, any part of which is in violation of any front, side, and/or rear set back lines and requirements as established by the Lake Township Zoning Ordinance, establishing such set back requirements for real property situated within an R-1 zoning classification, as such requirements are in effect at the time of construction.

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

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

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

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

h. In the construction of improvements on any lot in The Boroughs No. 2 & 4, no activities or any action will be taken by a grantee of a lot in The Boroughs No. 2 & 4 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A Lot Owner shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the DeHoff Agency, Inc., at 821 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on any lot in the front of any dwelling; no fence or railing, including hedge or shrubbery fence, shall be built or permitted on any lot in the side yards of any dwelling, the height of

which exceeds forty inches (40"); no such fence shall be built or permitted in the rear yard of any lot the height of which exceeds six feet (6'). No fence shall be of wire or chain link construction. All fences shall be approved in writing by the Developer prior to installation.

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

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

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

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

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

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

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

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

13. A brick or stone band is required on front elevations of all dwellings and on the side of dwellings facing the street on corner lots. Split face concrete block shall not be used in place of a brick or stone band in complying with the first sentence of this item.

14. The Developer, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in The Boroughs No. 2 & 4.

(a) Each and every Lot Owner in The Boroughs No. 2 & 4, by virtue of ownership of a lot

therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a not for profit corporation organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this Declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each Lot Owner in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, cleaning, or beautification of the easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in The Boroughs No. 2 & 4 have been sold and said Homeowners' Association organized, the Developer or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes. In addition to the foregoing, the Developer and/or the Homeowners' Association may specially assess individual lot owners as outlined in paragraph 18 herein.

(c) By acceptance of the deed to a lot in The Boroughs No. 2 & 4, the Lot Owners do grant to such Homeowners' Association, and until its formation, the Developer, the rights to encumber the lot with a lien upon the Lot Owner becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) The Developer shall install streetlights in The Boroughs No. 2 & 4. Maintenance, repair, and/or replacement of said streetlights shall be completed by the Developer until such time that the Homeowner's Association assumes responsibility for same pursuant to the terms of subparagraph (b) herein. The cost of operation of said streetlights shall be the subject of an assessment by Lake Township against individual lots within the Allotment.

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

15. Erection or maintenance of any signs, billboards or advertising devices of any kind is prohibited except: (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the lot to be sold (one per lot); (b) home builders and general contractor signs shall be permitted which are not larger than ten (10) square feet (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of Developer. Nothing herein contained shall limit

Developer's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of Developer. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

16. The Developer discloses to prospective Buyers:

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

b. The Industrial Excess Landfill is located immediately south of Uniontown on the east side of Cleveland Avenue. This landfill has been the subject of controversy for over 10 years. The Lake Township office is the depository for communications from the Ohio EPA and other agencies. The address is 12360 Market Ave. North, Hartville, Ohio 44632.

(c) Flood Plain Area - Within the designated flood plain area of lots 120 and 121 the lowest floor, including basement, of any residential structure shall be 1114.0 which is 1.5¢ above the base flood elevation, per Ohio Department of Natural Resources drainage study dated 1979.

Floodway Area - Within this area no construction, fill or other obstruction shall be allowed.

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

18. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes owner of any lot in this development, as well as the Developer and its successors and assigns.

In the event the Developer and/or Homeowners' Association takes any action, legally or otherwise, to enforce any provision of these Restrictions, Covenants, Restrictions and Conditions, the lot owner(s) against whom the action is taken shall be assessed for and responsible to pay any and all costs and expenses (including, but not limited to, discovery, court costs and/or reasonable attorney's fees) incurred by the Developer and/or the Homeowners' Association related to the action.

19. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until August 31, 2008, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 20 herein) has been recorded, agreeing to change said covenants in whole or in part.

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

Signed and acknowledged  
in the presence of: DeHOFF AGENCY, INC., successor by merger to Chatham  
Development Corporation

By:  
Robert J. DeHoff, President  
Duly Authorized

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above name DeHOFF AGENCY, INC., successor by merger to Chatham Development Corporation, by Robert J. DeHoff, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

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

Notary Public

This Instrument Prepared By:

DeHOFF AGENCY INC.  
821 South Main Street  
North Canton, Ohio 44720

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## RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS

### THE BOROUGHES NO. 5

The undersigned being the Owner and Developer ("the Developer") of Lots 229 through 259, inclusive, in The Boroughs No. 5, an Allotment described in Plat Book 64 Page 45 , of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns (the "Lot Owners"), and for the benefit and protection of all the present and future Lot Owners in The Boroughs No. 5.

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

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

2. Any dwelling erected in The Boroughs No. 5 shall adhere to and comply with the following requirements:

a. Single family dwellings shall meet the following requirements:

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

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

(2) Two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

(3) Split level dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.

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

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

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

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

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

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

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

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

d. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications and profiles for The Boroughs No. 5. The drive slope requirement in paragraph "B" above is part of this regulation.

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

e. The Lot owners shall maintain a general good appearance of the lot and shall in no case

allow weeds to grow on any part of said lot including easements reserved for the public utilities and the land lying between the front lot line and the road improvement. A finish lawn shall be planted and established within six (6) months after occupancy of the residence.

f. No structure of any kind shall be erected on any lot, any part of which is in violation of any front, side, and/or rear set back lines and requirements as established by the Lake Township Zoning Ordinance, establishing such set back requirements for real property situated within an R-1 zoning classification, as such requirements are in effect at the time of construction.

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

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

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

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

h. In the construction of improvements on any lot in The Boroughs No. 5, no activities or any action will be taken by a grantee of a lot in The Boroughs No. 5 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A Lot Owner shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the DeHoff Agency, Inc., at 821 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on any lot in the front of any dwelling; no fence or railing, including hedge or shrubbery fence, shall be built or permitted on any lot in the side yards of any dwelling, the height of

which exceeds forty inches (40"); no such fence shall be built or permitted in the rear yard of any lot the height of which exceeds six feet (6'). No fence shall be of wire or chain link construction. All fences shall be approved in writing by the Developer prior to installation.

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

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

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

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

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

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

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

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

13. A brick or stone band is required on all sides of dwellings. Split face concrete block shall not be used in place of a brick or stone band in complying with the first sentence of this item.

14. All chimneys shall be of brick or stone masonry exterior construction.

15. The Developer, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in The Boroughs No. 5.

(a) Each and every Lot Owner in The Boroughs No. 5, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a not for profit corporation organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this Declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each Lot Owner in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, cleaning, or beautification of the easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in The Boroughs No. 5 have been sold and said Homeowners' Association organized, the Developer or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

In addition to the foregoing, the Developer and/or Homeowners' Association may specially assess individual lot owners as outlined in paragraph 19 herein.

(c) By acceptance of the deed to a lot in The Boroughs No. 5, the Lot Owners do grant to such Homeowners' Association, and until its formation, the Developer, the rights to encumber the lot with a lien upon the Lot Owner becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) The Developer shall install streetlights in The Boroughs No. 5. Maintenance, repair, and/or replacement of said streetlights shall be completed by the Developer until such time that the Homeowner's Association assumes responsibility for same pursuant to the terms of subparagraph (b) herein. The cost of operation of said streetlights shall be the subject of an assessment by Lake Township against individual lots within the Allotment.

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

16. Erection or maintenance of any signs, billboards or advertising devices of any kind is prohibited except: (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the lot to be sold (one per lot); (b) home builders and general

contractor signs shall be permitted which are not larger than ten (10) square feet (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of Developer. Nothing herein contained shall limit Developer's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of Developer. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

17. The Developer discloses to prospective Buyers:

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

b. The Industrial Excess Landfill is located immediately south of Uniontown on the east side of Cleveland Avenue. This landfill has been the subject of controversy for over 10 years. The Lake Township Office is the despository for communications from the Ohio EPA and other agencies. The address is 12360 Market Ave. North, Hartville, Ohio 44632.

c. Flood Plain Area - Within the designated flood plain area of lots 229, 230, 231 and 232 the lowest floor, including basement, of any residential structure shall be 1114.0 which is 1.5¢ above the base flood elevation, per Ohio Department of Natural Resources drainage study dated 1979.

Floodway Area - Within this area no construction, fill or other obstruction shall be allowed.

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

19. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes owner of any lot in this development, as well as the Developer and its successors and assigns.

In the event the Developer and/or the Homeowners' Association takes any action, legally or otherwise, to enforce any provision of these Reservations, Covenants, Restrictions and Conditions, the lot owner(s) against whom the action is taken shall be assessed for and responsible to pay any and all costs and expenses (including, but not limited to, discovery, court costs and/or reasonable attorney's fees) incurred by the Developer and/or Homeowners' Association related to the action.

20. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until August 31, 2008, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate

instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 21 herein) has been recorded, agreeing to change said covenants in whole or in part.

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

Signed and acknowledged  
in the presence of: DeHOFF AGENCY, INC., successor by merger to Chatham  
Development Corporation

By:  
Robert J. DeHoff, President  
Duly Authorized

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above name DeHOFF AGENCY, INC., successor by merger to Chatham Development Corporation, by Robert J. DeHoff, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my had and official seal at North

Canton, Ohio, this day of September, 1998.

Notary Public

This Instrument Prepared By:

DeHOFF AGENCY INC.  
821 South Main Street  
North Canton, Ohio 44720