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**DECLARATION OF
RESERVATIONS, COVENANTS, RESTRICTIONS
AND CONDITIONS
FOR
ROLLING GREEN DEVELOPMENT
JACKSON TOWNSHIP
STARK COUNTY, OHIO**

DECLARATION OF RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS FOR ROLLING GREEN DEVELOPMENT

This Declaration of Reservations, Covenants, Restrictions and Conditions is made and entered into by Rolling Green Land Company, LLC., an Ohio limited liability company (hereinafter "Rolling Green") on this 30th day of June 2005.

WHEREAS, Rolling Green is the developer of a certain 21.685-acre parcel of real property located in Jackson Township, Stark County, Ohio, and known as Lots 1 through 26, inclusive, in Rolling Green Allotment No. 1 as set forth in the Plat recorded in Instrument Number 200404070023453 of the Stark County Official Plat Records, and as more fully described in "Exhibit A" attached hereto and made a part hereof, which Rolling Green is developing into a single-family residential community (hereinafter referred to as "the Development"); and

WHEREAS, as part of the Development, Rolling Green intends to include certain amenities within the Development within certain areas of platted lots which include the Development entrance amenities and sign improvements (hereinafter referred to as the "Limited Common Area"). Sidewalks shall be constructed on both sides of streets by the individual home builder; and

WHEREAS, Rolling Green hereby submits the Development to the within Declaration for the purpose of defining and dedicating areas of the Development as Limited Common Area and to provide for certain rights and obligations of the Homeowners within the Development; and

WHEREAS, Rolling Green has formed the Rolling Green Homeowner's Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit, established pursuant to the laws of the State of Ohio, for the limited initial purpose of operating, maintaining, and administering certain portions of the Development, including portions of the Limited Common Areas and such improvements as may be constructed and developed thereon, with the costs incurred by the Association in connection with said, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of the Development, including the Limited Common Areas, to be an encumbrance upon the Development, as further described herein. The Rolling Green Homeowner's Association, Inc., Bylaws are attached hereto and made a part hereof and marked "Exhibit B" (the "Bylaws").

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon Lots 2 though 26 in the Development, exclusive of Lot Number 1, which shall be covenants running with the land, binding upon and inuring to the benefit of Rolling Green, the Association and the respective Grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns (the "Homeowners") as set forth herein and as set forth and permitted under the Bylaws:

1. **DEDICATION OF ENTRANCE AMENITY AS LIMITED COMMON AREA.**
Rolling Green hereby conveys to the Association, an exclusive easement in certain real

property shown in "Exhibit C" attached hereto and made a part hereof, (the "Limited Common Area"), to be maintained, repaired and replaced by the Homeowners in full compliance with any and all obligations imposed thereon as provided herein and by the Association hereafter. Any such conveyance shall be free and clear of all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of the within Declaration; easements, covenants, restrictions conditions, and other similar matters of record; real estate taxes and assessments which are a lien, but are not yet due and payable at the time of said conveyance, and zoning and other ordinances, if any. Rolling Green shall cause such Limited Common Area to be released from any mortgage encumbering the same or shall cause the mortgagee on such areas to subordinate its mortgage position on the Limited Common Area in favor of the Declaration for the Development.

2. **GOLF COURSE AS A CONTIGUOUS USE.** Rolling Green Golf Course is a public golf course immediately to the west of the Development. It is probable that golf balls errantly struck by golfers will travel onto Lots within the Development and may cause damage to personal property and personal injury within the Lots.
3. **LIMITATION ON USE OF LIMITED COMMON AREA.** The portion of the Limited Common Area shall be exclusively limited in use to the Homeowners.
4. **MAINTENANCE OF LIMITED COMMON AREAS.** The Association shall maintain the Limited Common Area (specifically the entrance amenity area) in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, as the same existed upon the completion of construction of the same. The Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and the enjoyment of the Limited Common Area which the Association shall operate. All work performed by the Association shall be performed in a good and workmanlike manner. Notwithstanding the foregoing, Rolling Green shall be fully responsible for and shall maintain the Limited Common Area in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary at Rolling Green's sole expense until such time as control of the Association has been fully transferred to the Homeowners as provided herein.
5. **MAINTENANCE OF YARD AREAS OF LOTS.** The Association shall maintain the yard and landscaped areas of the Lots on an optional *a-la-carte* basis for those Homeowners contracting with the Association for said services pursuant to a separate contract between the Association and a particular Homeowner. All Homeowners must mow yards at least once a week during the growing season and must plow snow when it reaches a depth of two inches (2") or more on driveways and sidewalks.
6. **ASSESSMENTS FOR THE DEVELOPMENT.** Any and all assessments for the operation, administration, development, maintenance and upkeep of the Limited Common Area, including the subdivision entrance walls, signs, walking paths, ponds, waterfalls and fences, constructed by Rolling Green in the Development, shall be fixed

and assessed by the Association annually against each Homeowner in the Development, exclusive of the record owner of Lot Number 2 at the time this Declaration is recorded, as set forth in the Association Bylaws. The current record owner of Lot Number 2 shall not be required to pay any assessments or other payments as a Homeowner or Lot Owner within the Development prior to its sale and conveyance to a third party purchaser.

7. **DESIGNATION OF DEVELOPMENT BUILDER.** Rolling Green may from time to time designate one or more builders to be the exclusive builder(s) within the Development. Rolling Green initially designates Fleishour Homes, Inc., as the exclusive builder in the Development. Fleishour Homes, Inc. and any other subsequently designated builders, shall be obligated to fully comply with the reservations, covenants, conditions and restrictions set forth herein and shall be required to obtain all necessary approvals as may be imposed by Rolling Green and as are set forth herein.
8. **FORMATION OF DEVELOPMENT HOMEOWNER'S ASSOCIATION.** Rolling Green shall form a Homeowner's Association subsequent to the recordation of the within Declaration. The Homeowner's Association members shall be fully responsible for assessments as required in Section 5 hereinabove.
9. **USE AND SIZE RESTRICTIONS FOR DEVELOPMENT.** The Lots within the Development shall be used exclusively for single-family residential purposes, and only one such residence shall be permitted on each Lot. Rolling Green shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one single-family residence on the enlarged tracts. Rolling Green, in its sole discretion, reserves the right to approve each and every site plan, building plans, landscaping plans, and building material schedules for each Lot. Each Homeowner waives any claim against Rolling Green for Rolling Green's failure to approve any of the foregoing.
10. **LOT RESTRICTIONS AND ARCHITECTURAL REQUIREMENTS.**
 - a. **Location of Buildings on Lots:** All buildings shall be located on each lot in full compliance with set back restrictions imposed by the Jackson Township Zoning Ordinance applicable to this Development, except as may be approved by the Jackson Township Board of Zoning Appeals and Rolling Green.
 - b. **Driveways:** Concrete driveways are required. Other material will be considered and must be approved by the Architectural Review Board. All driveways shall be paved within six (6) months after completion of the residence. Driveways shall not be wider than sixteen (16) feet from the front property line to the street unless approved in writing by Rolling Green or the Architectural Review Board.
 - c. **Corner Lots:** Rolling Green or the Architectural Review Board shall have sole discretion as to which street a residence will front on.
 - d. **Variations:** At its sole discretion, Rolling Green or the Architectural Review Board reserves the sole right to approve any setback variations, whether for Rolling Green's own construction or otherwise.



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e. Building Restrictions: Lots located in the Development shall be used exclusively for single-family residence purposes, and only one such residence shall be permitted on each lot. Rolling Green shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one single family residence on the enlarged tracts.

i. Single-Family dwellings shall meet the following requirements:

(1) Type: Single family dwelling may be a one-story, a two-story, a split level, or cape cod design.

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

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

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

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

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

(a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimensions of the knee walls. In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

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

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- a. One Story 2000 square feet
- b. Two Story 2400 square feet above ground
- c. Split Level 2200 square feet above ground
- d. Cape Cod 2200 square feet with not less than 1600 square feet in the first floor area

- (3) Garage: No garages shall be erected which are separated from the main building except on lots combined for one (1) building site that total one and one-half (1 ½) acres or more and with written approval of Rolling Green. All garages must be at least 440 square feet.

f. Lot Restrictions:

- i. Side Yards: Each building shall have a side yard along each lot line. The dimension of each side yard shall be not less than ten (10) feet. The sum of the widths of the two opposite side yards shall be not less than twenty (20) feet. The side yard nearest the street on any corner lot shall have a width of at least thirty (30) feet. Where two or more lots are acquired and used as single building sites, the side lot line shall refer only to the lines bordering on the adjoining property owner and/or street.
- ii. Front Yards: No building may be erected on any lot nearer than forty (40) feet to the front line.
- iii. Rear Yards: No building may be erected on any lot nearer than thirty (30) feet to the rear lot line in Development.
- iv. Curb Cuts: Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines are not permitted.
- v. Houses should fit into sloped lots as much as possible. Stepped plan arrangements are encouraged to minimize cut and fill in these areas. This is not a major consideration in the Development.
- vi. Retaining walls in cut situations are permitted and shall be constructed per the Architectural Guidelines.
- vii. The rear yard on wooded lots must remain as much as possible in its natural state. Decks and patios are permitted.
- viii. Patios shall not be permitted in the front yard unless approved by Rolling Green or the Architectural Review Board.

- ix. Garage location shall be determined by Rolling Green or the Architectural Review Board. Garage doors shall be of one color and shall be kept closed except when the garage is being utilized.
- x. Yard and security lights shall be of a design approved by Rolling Green or the Architectural Review Board. Lights are designed to light walks and drives. Emergency flood lights for security are permitted provided they are located so as to not disturb adjacent owners.
- xi. No vents shall be placed on the "front" half (50%) of the roof area, regardless of roof slope or shape. Flashing and vents shall be painted the same color as the roof.
- xii. No exposed concrete block foundation, including split face concrete block, shall be permitted.
- xiii. Mailboxes and newspaper boxes will be provided and installed by the Developer at the Homeowner's sole cost and expense. 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 approved and installed by the Developer.
- xiv. Roofs shall have a minimum pitch of 8/12 with asphalt dimensional shingles or other approved high quality roofing products.
- xv. Each residence is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each lot.
- xvi. No more than three main wall colors and three main materials are permitted on any building unless approved in writing by Rolling Green or the Architectural Review Board.
- xvii. A minimum of two trees per lot, with at least 1-1/2" trunk diameter, are required on non-wooded lots, in addition to trees provided by Developer along streets. Proposed trees and tree locations must be shown on the site plan.
- xviii. Owners should select building sites and plans so as not to attempt to construct repetitious designs within close proximity. Furthermore, careful consideration must be given to roof lines of adjacent residences. An early discussion before design is encouraged if you have any question about approval regarding this point.
- xix. All building materials used (roofs, walls, etc.) should be compatible with each other and blend together with a common tone. Accent colors are

- acceptable if used carefully to add detail and highlight architectural features.
- xx. Repainting of any existing residence with a color other than previously approved shall require approval of Rolling Green or the Architectural Review Board.
- xxi. All builders are required to keep on record with the Developer a 24-hour emergency phone number.
- g. Materials, Details & Directions: All materials used (roofs, walls, etc.) should be compatible with each other and blend together with a common tone. Accent colors are acceptable if used carefully to add detail and highlight architectural features. The following materials are acceptable for use at Development:
- i. Wood Siding: Four (4) and eight (8) inch clapboard, rough or smooth finish; channel rustic boards; v-joint tongue and groove boards; vertical board and batten; wood shingles; all with semi transparent stains are recommended. Paint is allowed, but does require more maintenance than stain and is not considered as desirable as stain.
 - ii. Vinyl or Aluminum Siding: Vinyl or aluminum siding is permitted, provided, however, that it shall not be used to cover more than seventy percent (70%) of the exterior of the home.
 - iii. Brick: Natural sand molded brick is preferred. "Manufactured" sand mold and textured brick may also be used. Color ranges should be subtle with no dark brown, speckled or glazed brick permitted. Brick detail in chimneys, sills, entry steps and foundations are encouraged. Exposed single depth of brick or stone at building corners is not allowed.
 - iv. Stone: Natural or cultured stone laid in a natural horizontal bed is preferred. Rubble and roughly squared stone is felt to be aesthetically more pleasing because of its natural quality than square cut dimensional or ashlar stone. Native Ohio limestone in gray or buff is recommended over more exotic stone.
 - v. Stucco: Natural, hand finished, or sand textured are the preferred finishes; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors. White stucco is discouraged.
 - vi. Other Materials: Use of other man made materials is permitted if they are painted to blend with other natural materials. The use of wrought iron and other decorative ornamentation must be approved by the Architectural Review Board.

- h. Facades: All sides of the residence should be finished with the same materials, or with compatible materials that blend with one another. Termination of masonry front facade materials shall be at inside building corners and at second floor roof overhangs. Where front facade masonry turns an outside corner to the side of the house, masonry must continue to the next break in the building facade; rear corner of side wall; or terminate to a carefully designed detail of architectural element (faux column, window bay, etc.) as approved by the Architectural Review Board.
- i. Windows: Windows should be carefully selected and proportioned to enhance walls in which they are placed. Windows are required on all major walls including walls facing side yards. All windows to be wood or vinyl clad wood. The same window type must be used on all sides of the home. Muntins should only be used in traditional homes.
- j. Chimney: Brick or stone masonry exterior construction is required. Exposed pre-fabricated fireplace flues or bump-outs are prohibited on all elevations. All masonry fireplaces shall have a masonry foundation. A through the wall vent or "bump-out" sided chimney is permitted on the rear elevation only.
- k. Sidewalks: The owners or their assigns shall, within three (3) months of occupancy of their residences, construct on said lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six sack limestone mix) and meet the specifications of Stark County and shall span the width of the lot and connect with the sidewalk constructed on adjoining lots on each side of the premises.
- l. Variances: At its sole discretion, Rolling Green reserves the sole right to approve any setback variances, whether for Rolling Green's own construction or otherwise.
- m. Sediment Control: In the construction of improvements on any lot in the Development, no activities or any action will be taken by a grantee of a lot in the Development or said Partnership to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in the Development or said grantee's employees, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans is on file in the office of Rolling Green, 2229 Whipple Avenue, NW, Canton, Ohio 44708. 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.

11. **PROHIBITED USES AND ACTIVITIES WITHIN THE DEVELOPMENT.** The following uses and activities shall be prohibited in the Development as a whole unless specific written approval is given by Rolling Green or the Association:
- a. Industrial or manufacturing uses of any kind;
 - b. Commercial agricultural uses;
 - c. Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
 - d. The keeping, raising, and harboring of cattle, swine, fowl, livestock or other farm animals, or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or activity prohibited by law. Notwithstanding anything to the contrary hereinabove, only dogs that are of a "non-vicious" breed shall be permitted to be kept on any said premises, and said dogs shall not be allowed to remain outside so as to create a nuisance with respect to their barking or howling.
 - e. There shall be no lawn ornaments, yard toys or swing sets in the front yard of any Lot. Any swing set must be of wood construction and shall be subject to the approval of Rolling Green or the Association.
 - f. No above ground swimming pools are permitted, except small portable inflated pools for children
 - g. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.
 - h. Temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other buildings of any kind; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the Development of the property.
 - i. Erection or maintenance of any signs, billboards or advertising devices of any kind except (a) signs not larger than eight (8) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot) (b) Home Builders and General Contractor signs, not larger than eight (8) square feet (one per lot) shall be permitted on the premises until sold. The configuration of Home Builder and General Contracting signs shall be at the sole discretion of Rolling Green. Nothing herein contained shall limit Rolling Green'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 Rolling

- Green. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.
- j. Nuisances and noxious or offensive activities of any kind.
 - k. Storage of motor homes, campers, travel trailers, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and unworking vehicles, unless such is not in view from any street or adjacent residence. Nothing herein contained shall limit use of trucks, trailers, or equipment during construction. Recreational vehicles owned by the homeowner or guests of the homeowner may be parked in the homeowners driveway for a period of time not to exceed seven calendar days on two separate occasions but shall not exceed fourteen days within any one calendar year.
 - l. No fences may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved, prior to installation, by Rolling Green or the Architectural Review Board for decorative and aesthetic value. Wire mesh type fences are strictly prohibited in all instances. Any fence approved must be erected not less than two inches from the property line.
 - m. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.
 - n. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
 - o. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter and not visible from the street, and no TV or other antennas shall be erected.
 - p. No lot in this Development shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to Rolling Green or the Architectural Review Board and the written consent of same has been obtained.
 - q. Vinyl siding may only cover up to seventy percent (70%) of any dwelling with stone or brick comprising the remainder of the exterior surface. No split face concrete block is permitted nor shall it be used in place of a brick or stone band.
 - r. Parking on the street is prohibited except for special occasion overflow parking.
 - s. Sidewalks to be constructed.

12. **SUBMITTALS AND APPROVALS FOR DEVELOPMENT CONSTRUCTION.**

- a. At such time as all of the lots in the Development have been sold to individuals or entities other than Rolling Green, Fleishour Homes, Inc., or an entity controlled by Rolling Green, or at such earlier time as Rolling Green may elect, the right to approve all further construction or other items contained therein, may be transferred from Rolling Green to an Architectural Review Board ("ARB") established by the Association, comprised of three (3) lot owners nominated and elected by the majority of the lot owners. The lot owner receiving the most votes will have a three (3) year term. The lot owner receiving the second most votes will have a two (2) year term and the lot owner receiving the third most votes will have a one (1) year term. Thereafter, said Board shall be comprised of said three (3) members or their successors. Nothing herein contained shall be construed as a diminution in Rolling Green's authority to appoint an initial ARB to make all reviews and approvals as contemplated herein until the Association's ARB assumes said duties pursuant to the terms hereof and until Rolling Green relinquishes authority as provided hereinabove or hereinafter.
- b. All matters herein requiring the approval of Rolling Green, or the ARB by the terms of this instrument, shall be submitted to Rolling Green or the ARB in writing, accompanied by such specifications, details and other documents as are reasonably required by it to make a proper decision. In order to insure that the homes and other buildings will have a uniform high standard of construction, and that the development will be comprised of high quality custom homes, Rolling Green and ARB reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. Rolling Green and the ARB shall approve or disapprove such written submission or application for approval, in writing within fourteen (14) days after its receipt of the same, and a failure by Rolling Green or the ARB to so act within said fourteen (14) day period shall constitute approval of the submitted plans.
- c. The ARB shall exercise its best judgment to see that all improvements in the Development conform to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal consistent with the Development. The actions of the ARB, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties with no right of appeal.
- d. Any builder within the Development shall strictly comply with the requirements of Rolling Green or the ARB for the Development and shall obtain plan approval from Rolling Green or the ARB as required herein. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of a Lot or the Development from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), shall be commenced or continued until the same shall have first been approved in writing by Rolling Green or the ARB. Approval shall be required by submission to the ARB of plans and specifications, which shall describe types of

construction and exterior materials to be used, in duplicate, showing the following:

- i. Existing and proposed land contours and grades: Rolling Green reserves the right to establish grades and slopes in the Development and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each Lot shall blend with the grade of the Lots on either side having due regard for natural contours and drainage of the land.
 - ii. All Buildings, and other improvements, access drives, and other improved areas and the locations thereof on the site;
 - iii. All landscaping, including existing and proposed tree locations and planting areas (and species thereof), and ornamentation.
 - iv. Plans for all floors, cross sections and elevations, including projections and wing walls.
 - v. Exterior lighting plans;
 - vi. Walls, fencing, and screening;
 - vii. Patios, decks, pools, and porches;
 - viii. Complete exterior color scheme & color samples.
 - ix. Samples of all major materials to be used.
 - x. Such other information, data, drawings as may be reasonably requested by the ARB.
- e. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the other homes in the Development; the effect of the location and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and general intent of these Restrictions.
- f. Neither Rolling Green, the ARB, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the ARB agrees, by submission of such plans, that he or it will not bring any action or suit against the ARB or Rolling Green in law or equity or to recover any damages.

13. **CONSTRUCTION WITHIN THE DEVELOPMENT.** Any and all construction on a lot in the Development shall be completed no later than twelve (12) months after construction was commenced. Landscaping shall be complete no later than ninety (90) days after completion of construction. Lots purchased within the Development, but on which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season.
14. **MISCELLANEOUS DEVELOPMENT STANDARDS AND RESTRICTIONS.**
15. **STREETLIGHTS IN THE DEVELOPMENT.** Rolling Green shall provide street lights. The cost of operation and maintenance of the lights shall be shared equally by lot owners and such costs shall be assessed as provided in Section 4, Assessments, hereinabove, or as may be included as part of a Street Lighting District as established by Jackson Township, Ohio.
16. **RESERVATIONS, EASEMENTS AND LIMITED COMMON AREA.**
 - a. Rolling Green reserves to itself and its successors and assigns, the right to petition for or grant future easement or rights of way for the construction, maintenance, extension and operation of all public or private utility facilities in or upon all streets, now and existing or hereafter established, upon which any portion of this subdivision may now or hereafter front or abut. The owners of any and all lots of this subdivision agree to and do hereby consent to and affirm all such agreements that may be entered into between Rolling Green and public or private utility companies, entities or authorities.
 - b. Rolling Green or the Association reserve to themselves the right to relocate utility easements in accordance with the requirement of the Stark County Engineer, Jackson Township, or as necessary for the orderly progress of the Development.
 - c. Rolling Green 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 the property, including but not limited to the completion of any dredging, filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.
17. **LIMITS, MODIFICATIONS AND ENFORCEABILITY.**
 - a. Rolling Green reserves for itself, its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument is signed by Homeowners of two thirds of the Lots within the Development agreeing to such amendment, change cancellation or addition. The restrictions contained herein shall be deemed as covenants running with the land not part of the property herein described and all persons claiming-under them.

- b. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successors for such person or entity, who is or becomes an owner of any Lot in this subdivision as well as Rolling Green, its successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of this subdivision. Failure of Rolling Green to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal or neglect of Rolling Green, its successors or assigns to enforce said restrictions or to prevent violations thereof shall in no event make Rolling Green, its successors or assigns liable for such failure, refusal or neglect.
18. **INTERPRETATION AND SEVERABILITY.** In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in this Declaration, the interpretation by Rolling Green or the Association shall be final and conclusive upon all interested parties. Further, determination by any appropriate authority or court that any paragraph or provision of this Declaration is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.
19. **PERIOD OF DURATION.** The within Declaration and the charges and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period of fifty (50) years and shall be automatically reinstated for a like period unless written objection is theretofore declared upon proper authority and filed by the Association with the Recorder of Stark County, Ohio.
20. **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person who now or hereafter owns or acquires any rights, title or estate in any Lot in the Development, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not a reference to the Declaration is contained in the instrument by which such person acquired an interest in said Lot.
21. **MUTUALITY.** All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of Rolling Green, the Association, and the Homeowners and their successors and assigns. The Declaration shall create mutual equitable servitudes upon the Development in favor of other Lots in the Development. The Declaration shall create reciprocal rights and obligations between the respective Homeowners of all such property and privity of contract and estate between all Homeowners thereof; and the Declarations shall, as to the Homeowner of any such Lot, his or her heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Homeowners thereof.
22. **ROLLING GREEN ACTING AS ASSOCIATION OR ARB.** Consistent with the provisions hereinabove, until such time as all the Lots in the Development have been sold to individuals or entities other than Rolling Green, Fleishour Homes, Inc. or an entity controlled by Rolling Green, or at such earlier time as Rolling Green may elect, Rolling Green shall, in its discretion, exercise all rights granted herein to the Association or the


Instr: 200509140061796
P: 18 of 18 F: \$156.00 09/14/2005
Rick Campbell 1:46PM MISC
Stark County Recorder T20050043650

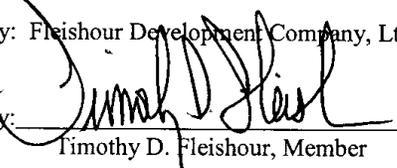
ARB. Rolling Green shall not be required to pay any assessments or other payments as a Homeowner or Lot owner within the Development prior to its sale and conveyance of any Lot to a third party purchaser.

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IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by Rolling Green Land Company, LLC, an Ohio limited liability company, on the date and year set forth above.

**ROLLING GREEN LAND COMPANY,
LLC., an Ohio limited liability company**

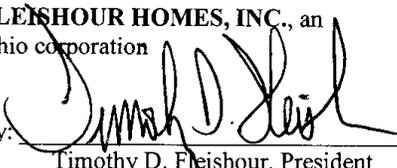
By: Fleishour Development Company, Ltd.

By: 
Timothy D. Fleishour, Member

Acknowledged and Consented to by:

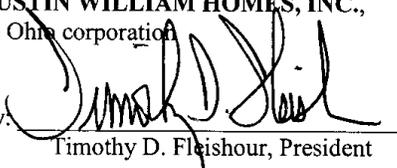
Owner of Lot Numbers 8, 19 & 25:

**FLEISHOUR HOMES, INC., an
Ohio corporation**

By: 
Timothy D. Fleishour, President

Owner of Lot Numbers 3, 4 & 5

**DUSTIN WILLIAM HOMES, INC.,
an Ohio corporation**

By: 
Timothy D. Fleishour, President

Instr: 200509140061796 09/14/2005
P: 18 of 18 F: \$156.00 1:46PM MISC
Rick Campbell Stark County Recorder T20050043650

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, **ROLLING GREEN LAND COMPANY, LLC**, an Ohio limited liability company, by Fleishour Development Company, Ltd., by Timothy D. Fleishour, Member, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as said member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 30th day of June 2005.

 **JAMIE KRESS**
Notary Public, State Of Ohio
My Commission Expires April 29, 2007

Jamie Minor (Kress)
Notary Public

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, **FLEISHOUR HOMES, INC.**, an Ohio corporation, by Timothy D. Fleishour, 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 said officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 30th day of June 2005.

 **JAMIE KRESS**
Notary Public, State Of Ohio
My Commission Expires April 29, 2007

Jamie Minor (Kress)
Notary Public

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, **DUSTIN WILLIAM HOMES, INC.**, an Ohio corporation, by Timothy D. Fleishour, 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 said President.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 30th day of June 2005.

 **JAMIE KRESS**
Notary Public, State Of Ohio
My Commission Expires April 29, 2007

Jamie Minor (Kress)
Notary Public