

20112270053303	
Electronic Recording	12/27/2011
Rick Campbell	12:13PM
Stark County Recorder	T20110043234
Pages:45	F:Fees:\$372.00 MISC

RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS

**GREENWICH PLACE ALLOTMENT
JACKSON TOWNSHIP, STARK COUNTY, OHIO**

WHEREAS, GREENWICH PLACE DEVELOPMENT CO., LTD., an Ohio limited liability company (the "Developer"), is the owner of certain real estate located in Jackson Township, Stark County, Ohio, which it intends to develop into a community known as "Greenwich Place" (the "Development"). The Development presently consists of eighteen (18) single-family, residential building lots; however, Lot 18 is specifically excluded from these Restrictions and the word "Development" as used herein shall be deemed to mean only Lots 1-17 in Greenwich Place. The plat for the Development is of record as Instrument Number 201107070026430 of the Stark County, Ohio Records (the "Plat"); and

WHEREAS, the Development will include areas for single-family residences and common areas including, without limitation, the entrance landscaping, guardhouse and other amenities appurtenant thereto, to be located in the boulevard and/or concrete curbed island area at the intersection of Arlington Avenue, N.W. and Greenwich Boulevard, N.W. (the "Development Amenities"); and

WHEREAS, Developer deems it necessary for the efficient preservation of the value, aesthetic harmony and amenities of said Development and for the maintenance and preservation of the Development Amenities, to impose and provide reservations, covenants, restrictions and conditions (collectively the "Restrictions") upon the real estate in said Development; and

WHEREAS, the Greenwich Place Homeowners Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit, will be established pursuant to the laws of the State of Ohio, for the purpose of owning, operating, maintaining and administering certain portions of the Development, including the Development Amenities and such improvements as are or may be constructed and developed thereon, with the costs incurred by the Association in connection with said ownership, operating, construction and development, and any maintenance, repair, replacement and administration of such portions of the Development, including the Development Amenities, to be an encumbrance upon the Development as further described herein.

NOW, THEREFORE, the following Restrictions are imposed upon the Development by Developer, all of which shall be covenants running with the land and which shall be binding upon and inure to the benefit of Developer, the Association and the respective Grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns:

1. DEED RESTRICTIONS. Lots located in the Development shall be used exclusively for single-family residence purposes, and only one (1) such residence shall be permitted on each lot. Developer shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one (1) single-family residence on the enlarged tracts.

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

i. Type: Single-family dwellings may be a one-story, a two-story, a split-level or a cape code design.

(a) A one-story dwelling is a structure, the living area of which is 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 dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with our 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.

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. That portion of a basement which is exposed at ground level due to a sloping lot completed to a living area with full windows and doors and finished similar to the first floor may count as 50% of the first floor area.

(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, the 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 square footage.

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

(1)	One Story	2,400 square feet
(2)	Two Story	3,000 square feet above ground
(3)	Split Level	2,600 square feet above ground
(4)	Cape Cod	2,600 square feet with not less than 1,800 Square feet in the first floor area

iii. Garage: No garage shall be erected which is separated from the main building except on lots combined for one (1) building site that total 1½ acres or more with written approval of the Developer. All garages must be at least 576 square feet.

2. LOT RESTRICTIONS.

A. Side Yards: Each building shall have a side yard along each lot line. The least 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 twenty-five (25) feet.

Where two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner and/or street.

B. Front Yards: No building may be erected on any lot nearer than fifty (50) feet to the front line in the Development.

C. Rear Yards: No building may be erected on any lot nearer than twenty-five (25) feet to the rear lot line in the Development.

D. Driveways: Concrete driveways are required, unless otherwise approved by the Architectural Review Committee (the "Committee") (hereinafter defined). Other material will be considered and must be approved by the Committee. All driveways shall be paved within six (6) months after completion of the residence. Driveways shall be not wider than sixteen (16) feet from the front property line to the street unless approved in writing by the Developer and/or the Committee.

E. 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.

F. Corner Lots: Developer and/or the Committee shall have sole discretion as to which street a residence will front on.

G. Variances: At its sole discretion, Developer reserves the right to approve any setback variances, whether for its own construction or otherwise.

H. 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 which shall be in violation of the NPDES permit for the Development 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 and/or assigns, shall not permit sediment to be discharged upon adjoining property, on paved surfaces, or into public storm sewer systems. Copies of all applicable plans are on file in the Developer's Office, 821 South Main Street, North Canton, Ohio 44720. The builder of any residence on a lot in the Development 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. PROHIBITED USES AND ACTIVITIES. The following uses and activities shall be prohibited in the Development unless specific written approval therefor is given by the Developer and/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 shall 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, 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 outbuildings constructed on any lot separate from the residence without explicit written approval of the Developer.

F. No above-ground swimming pools are allowed, except small, portable, inflatable 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. Collection services must pick up trash and garbage at the house and at no time shall either be placed at the street.

H. Temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other buildings of any kind shall be permitted; provided, however, that this restriction shall not prohibit trailers and temporary structures used connection with the development of the property.

I. Erection or maintenance of any signs, billboards, or advertising devices of any kind are prohibited except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot); (b) Home Builders and General Contractor signs not larger than ten (10) square feet (one per lot) and only until sold. The configuration of Home Builder and General Contractor 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.

J. Nuisances and noxious or offensive activities of any kind are prohibited.

K. Storage of motor homes, campers, travel trailers, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and un-working 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 (7) calendar days on two (2) separate occasions but shall not exceed fourteen (14) days within any one (1) calendar year.

L. Hanging of laundry outdoors.

M. No fences may be erected or placed or permitted on any lot or lots from the residence to the street. In the rear yard, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved, prior to installation, by Developer and/or the Committee for decorative and aesthetic value. Wire mesh type fences

are strictly prohibited in all instances. Any fence approved must be erected not less than six (6) inches from the property line.

N. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lots owners is prohibited.

O. 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.

P. No satellite dishes shall be permitted, except those less than eighteen (18) inches or less in diameter and not visible from the street, and no TV or other antennas shall be erected.

Q. No lot in the Development shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to Developer and/or the Committee and the written consent of either has been obtained.

R. No split face concrete block is permitted nor shall it be used in place of a brick or stone band in complying with Item 6.H. of these Restrictions.

4. SUBMITTALS AND APPROVALS.

A. At such time as all of the lots in the Development have been sold to individuals or entities other than Developer or an entity controlled by Developer, or at such earlier time as Developer may elect, the right to approve all further construction or other items contained herein shall shift from Developer to an Architectural Review Committee (the Committee) 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, the Committee shall be comprised of said three (3) members or their successors. Nothing herein contained shall be construed as a diminution in Developer's authority to appoint an initial Committee to make all reviews and approvals as contemplated herein until the Association's Committee assumes said duties pursuant to the terms hereof or until Developer relinquishes authority as provided hereinabove or hereinafter.

B. All matters herein requiring the approval of Developer and/or the Committee by the terms of this instrument shall be submitted to Developer or the Committee in writing, accompanied by such specifications, details and/or other documents as are reasonably required by it to make a proper decision. In order to ensure that the residences and other buildings constructed within the Development will have a uniform high standard of construction, and that the Development will be comprised of high quality custom homes, Developer and/or the Committee reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds including, but not limited to, aesthetic reasons. Developer and/or the Committee 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 Developer and/or the Committee to so act within said fourteen (14) day time period shall constitute approval of the submitted plans.

C. Architectural Review Committee.

i. Establishment of the Committee. Developer will establish and appoint an initial Committee to serve until such time as Developer decides to relinquish authority, for the following purposes:

(a) to provide a staff of persons for reviewing, evaluating, approving and disapproving proposed plans;

(b) to enforce the provisions of these Restrictions; and

(c) to enforce, maintain, amend and/or preserve the architectural guidelines and standards (the "Guidelines") for the Development. The Guidelines are established written standards adopted by the Developer to carry out the intent of these Restrictions. The Guidelines are attached hereto as Exhibit "A" and incorporated into these Restrictions by this reference.

ii. Committee Responsibilities: Effect of Actions. The Committee shall exercise its best judgment to see that all improvements in the Development conform to these Restrictions and the Guidelines as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape and tree removal. The actions of the Committee, through its approval or disapproval of plans and

other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.

iii. Requirements of Plan Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action which in any way alters the exterior appearance of the Developer from its theretofore natural or improved stated (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 the Committee in accordance with the Guidelines (see the Development checklist to accompany building plans attached). Approval shall be required by submission to the Committee of plans and specifications, in duplicate, showing the following:

(a) Existing and proposed land contours and grades; provided, however, that Developer reserves the right to establish grades and slopes on any premises 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.

(b) All buildings and other improvements, access drives and other improved areas and the locations thereof on the site;

(c) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof) and ornamentation;

(d) Plans for all floors, cross-sections and elevations, including projections and wing walls.

(e) Exterior lighting plans;

(f) Walls, fencing and screening;

(g) Patios, decks, pools and porches;

(h) Parking areas;

(i) Complete exterior color scheme and color samples;

(j) Samples of all major materials to be used; and

(k) Such other information, data, drawings, etc. as may be reasonably requested by the Committee.

Specifications shall describe the types of construction and exterior materials to be used.

iv. Basis of Approval. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the Guidelines and other structures in the Development; the effect of the location and use of improvements on neighboring property; and conformity with the plans and specifications to the purpose and general intent of these Restrictions.

v. Liability relating to Approvals. Neither Developer, the Committee or 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 Committee agrees, by submission of such plans, that he or it will not bring any action or suite against the Committee or Developer in law or equity or to recover any damages.

vi. Requirement for Approval. A lot owner or his representative shall submit simultaneously with building drawings for approval, a completed copy of the checklist attached, labeled "Application for Review," checklist indicating compliance or non-compliance with the building restrictions as listed, and shall furnish reasons for non-compliance on a separate page. This is intended to reduce delays and expedite approval.

5. CONSTRUCTION.

A. Start of Construction; Requirements of Completion. Construction of a residence shall commence within twenty-four month after an individual lot owner takes title to his/her lot and shall be completed no later than twelve (12) months after construction was commenced. Landscaping shall be complete no later than one hundred eighty (180) days after completion of construction. Residential lots purchased, but on which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season and must have the sidewalk installed not later than the time at which an adjacent lot

owner installs their sidewalk. In the event construction has not commenced within the first twenty-four (24) months as provided herein, Developer reserves the right to re-purchase the lot from its owner at the same price and upon the same terms from which the owner acquired it from the Developer.

6. DESIGN STANDARDS AND BUILDING RESTRICTIONS. The following design standards and building restrictions are imposed upon each lot in the Development. They are to be read and applied in conjunction with the Guidelines for the Development attached hereto.

A. 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.

B. Retaining walls are permitted and shall be constructed per the Guidelines.

C. The rear yard on wooded lots must remain as much as possible in its natural state. Decks and patios are permitted.

D. Patios shall not be permitted in the front yard unless approved by the Developer or the Committee.

E. Garage location shall be determined by Developer or the Committee and garage doors shall be of one color.

F. Yard and security lighting shall be of a design approved by Developer or the Committee. Lights are designed to light walks and drives. Emergency flood lights for security are permitted provided they are located so as not to disturb adjacent owners and follow the Guidelines.

G. No vents shall be placed on the "front" half (50%) of the roof area, regardless of roof slope and shape. Flashing and vents shall be painted the same color as the roof.

H. No exposed concrete block foundation shall be permitted.

I. Mailboxes and newspaper boxes will be provide and installed by the Developer. Mailbox location will be determined by the United States Postal Service.

J. Roofs shall have a minimum pitch of 8/12, unless otherwise approved by the Committee or the Developer, with asphalt dimensional shingles or other approved high-quality roofing products used.

K. Each residence is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each lot.

L. No more than two (2) main wall colors and two (2) main materials shall be used on any building unless approved in writing by the Developer or the Committee.

M. A minimum of three (3) trees, at least 1-1/2" trunk diameter, per unit are required on non-wooded lots, in addition to trees provided by Developer along streets. Lot owners shall show trees on its site plan.

N. Lot 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. Any early discussion before design is encouraged as to these criteria.

O. Repainting of any existing residence with a color other than previously approved shall require approval of the Developer or the Committee.

P. All builders are required to keep on record with the Developer a 24-hour emergency phone number.

Q. All construction materials used (roofs, walls, etc.) shall 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 in the Development:

i. Wood Siding. Four and eight 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 by does require more maintenance than stain and is not considered as desirable as stain.

ii. Vinyl or Aluminum Siding: Not permitted.

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 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 manmade 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 Committee.

R. 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 façade materials shall be at inside building corners and at second floor roof overhangs. Where front façade masonry turns an outside corner to the side of the house, masonry must continue to the next break in the building façade; rear corner of side wall; or terminate to a carefully designed detail of architectural element (faux column, window bay, etc.) as approved by the Committee.

S. 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.

T. Chimney: Brick or stone masonry exterior construction is required.

U. Sidewalks: The owners or their assigns shall, within three (3) months of occupancy of their residences, construct on said lot a sidewalk which shall meet the specifications of Stark County and, if applicable, Jackson Township, and shall span the width

of the lot and connect with the sidewalk constructed on adjoining lots on each side of the premises.

7. STREETLIGHTS. Developer 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 by the Association as provided in Paragraph 10, Assessments.

8. RESERVATIONS, EASEMENTS AND DEVELOPMENT AMENITIES.

A. Developer 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 highways and streets, now and existing or hereafter established, upon which any portion of this Development may now or hereafter front or abut. The owners of any and all lots of this Development agree to and do hereby consent to and affirm all such agreements that may be entered into between Developer and public or private utility companies, entities or authorities.

B. Developer or the Association reserve to themselves the right to relocate utility easements in accordance with the requirements of the Stark County engineer, the Township of Jackson, or as necessary for the orderly progress of the Development.

C. 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 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.

D. Developer intends to convey to the Association, subsequent to the recordation these Restrictions all or a portion of the Development Amenities. Upon designation by Developer of any part of the Development owned by it as Development Amenities, Developer shall cause a plat, showing those areas so designated, or a declaration stating that such land has been so designated, or both, to be recorded among the records of the Recorder of Stark County. No part of the Development shall be a Development Amenity subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described plat or declaration filed

in accordance with the foregoing procedures. The Development Amenities shall remain such in perpetuity, subject only to the provisions of Paragraph A hereof. Notwithstanding the foregoing, and in the event Jackson Township desires to remove any/all of the Development Amenities from the public right-of-way at any time in the future, it shall be permitted to do so without any need for reimbursement from the Developer and/or the Association.

E. Authority to Convey the Development Amenities: Notwithstanding the rights, easements and privileges granted hereunder, the Association shall nevertheless have the power and authority to convey or dedicate any property or easement or right of way over the Development Amenities, free and clear of all such rights, easements and privileges if such conveyance or dedication is for use as a public roadway or pedestrian walkway, or to a public or private utility for the utility for the installation, operation and maintenance of utility services. Any other conveyance or dedication of the Development Amenities shall be made only for a public purpose and, if made for a purpose other than those specified in the immediately preceding sentence of this Paragraph, only by an affirmative vote of at least two-thirds of the voting members of the Association represented in person or by proxy entitled to vote at a meeting (annual or special) called for such purpose.

F. Authority to Borrow Funds: The Association shall have the power and authority to borrow money for the purpose of improving the Development Amenities and in aid thereof, to mortgage the same, and the rights of any such mortgages shall be superior to the easements and privileges herein granted and assured.

9. ADDITIONAL OBLIGATIONS UPON LOT 17. In accordance with the terms of the Plat, the pond located on Lot 17 (labeled on the Plat as the “public storm water runoff control and water quality retention basin easement area”) (the “Pond”) shall be owned and maintained the owner thereof. The Association shall have no responsibility for the Pond, except that the aerator for the Pond shall be powered from the “guardhouse,” which is a Development Amenity, and the cost therefore shall be an Association cost, to be divided equally between all of the lot owners in accordance with these Restrictions and the Association’s Bylaws.

10. LIMITS, MODIFICATIONS AND ENFORCEABILITY.

A. Developer 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 owners of two-thirds (2/3) of the lots within the Development agreeing to such amendment, change, cancellation or addition. These Restrictions shall be deemed as covenants running with the land not part of the property herein described and all persons claiming under them.

B. If by reason of the shape, dimension or topography of any lot or for any other reason satisfactory to Developer, the enforcement of the provision of these Restrictions would work a hardship, Developer may modify such provisions. Such modification shall be granted by Developer if such modification will not do material damage to any adjacent lot or property. Requests for modifications must be submitted to Developer in writing with the sufficient plans, specifications and evidence required or requested by Developer to render a modification. Construction or improvement shall not commence until written approval is granted by Developer.

C. 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 Developer, its successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the improvement of this Development and the protection of all present and future owners of any part of the Development. Failure of Developer 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 Developer, its successors or assigns to enforce these Restrictions or to prevent violations thereof shall in no event make Developer, its successors or assigns liable for such failure, refusal or neglect.

11. ASSOCIATION.

A. The Association will be established as an Ohio not-for-profit corporation. All lot owners shall be required to be members of the Association and shall be bound by all the rules and regulations that may be established by its governing body.

B. The Board of Directors for and the Officers of the Association shall be elected as provided in the Bylaws for the Association (the "Bylaws") and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, its Articles of Incorporation and the Bylaws, except as otherwise specifically provided.

C. The Association may make and enforce rules governing the Development Amenities which rules shall be consistent with the rights and duties established by these Restrictions. Such rules shall apply to all owners, their family members, guests, tenants and other occupants and the Association may sanction lot owners for violation by any such persons. Sanctions may include reasonably monetary fines and suspension of the right to vote.

12. ASSESSMENTS.

A. For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Development Amenities and other costs and expenses incurred by the Association in performing its duties, the Association shall fix and assess a yearly assessment against each lot owner in the Development.

B. As soon as practicable in each year, the Association shall send a written statement to each lot owner which sets forth the amount of the annual assessment and stating the terms of the total sum due and owing. The annual assessment may be billed, however, in annual, semi-annual, quarterly or monthly installments as the Association shall in its sole discretion determine, and shall be due within ten days of receipt.

C. Each owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agrees to pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements; and (iii) additional assessments, all to be established and collected as herein provided. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the

owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Developer shall not have an obligation to pay assessments for any lots that it owns in the Development. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate set by the Association and shall be subject to the remedies available to the Association as set forth in this Declaration. In addition, the Association may bring an action at law or against the owner personally obligated to pay the same, or foreclose the lien against the owner's lot.

D. In addition to the annual assessments authorized herein, the Association may levy, in any given year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Development Amenities, including fixtures and personal property related thereto and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the lot owners (including Developer).

E. A lot owner may not exempt himself from liability for any assessments levied against him by waiver of his use of the Development Amenities or by abandonment of his lot.

13. LIENS. If any owner shall fail to pay any assessment levied in accordance with these Restrictions when due and such assessment is delinquent, or if an owner shall violate any rule or breach any restriction, covenant or provision contained in these Restrictions or the Bylaws (which shall hereafter be recorded in the Stark County, Ohio, Records), the Association may authorize the perfection of a lien on the ownership interest of such owner by filing for record a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the delinquent and/or violating owner, a description of the ownership interest affected, the entire amount claimed for the delinquency and/or the violation, including interest thereon and the costs of collection, and a statement referring to the provisions of these Restrictions authorizing the Certificate of Lien. The creation of a lien upon an ownership interest shall not constitute a waiver, nor shall it preclude

or prejudice the Developer and/or the Association from pursuing any/all other remedies available to it. The obligations created pursuant to this paragraph shall be and remain the personal obligation of the lot owner affected until fully paid, discharged or abated and shall be binding upon the owner's heirs, personal representatives, successors and/or assigns.

14. INTERPRETATION AND SEVERABILITY. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Restrictions, the interpretation by Developer 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 these Restrictions" is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.

15. PERIOD OF DURATION. These Restrictions 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 thirty-five (35) years from the date hereof; and shall be automatically reinstated for a like period unless written objection is theretofore declared and filed by the Association or by Developer with the Recorder of Stark County, Ohio.

16. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of 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 these Restrictions is contained in the instrument by which such person acquired an interest in said Development.

17. RIGHTS OF MORTGAGEES. All provisions of these Restrictions, including the provisions hereof respecting liens and charges against the Development, shall be deemed subject and subordinate to the lien of all recorded first mortgages and mortgage deeds on or for the Development securing a debt, now or hereafter executed, and none of these Restrictions shall supersede or in any way reduce the security or affect the validity of such lien or mortgage or deed to secure such debt; provided, however, that if any portion of said Development is sold or conveyed under a foreclosure or other enforcement of any mortgage or under the provisions of any deed to secure debt, any grantee or purchaser at such sale, and his heirs, personal representatives, successors and assigns, shall hold any and all property so

conveyed or purchased, subject to all the covenants, conditions, restrictions and liens, and other provisions of these Restrictions.

18. MUTUALITY. These Restrictions are made for the direct mutual and reciprocal benefit of Developer, the Association, the lot owners and their successors and assigns; these Restrictions shall create mutual equitable servitudes upon the Development in favor of other real property in the Development; these Restrictions shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all grantees thereof; and these Restrictions shall, as to the Owner of any such property, his heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

19. DEVELOPER ACTING AS ASSOCIATION OR COMMITTEE. Until such time as all the lots in the Development have been sold to individuals or entities other than Developer, or an entity controlled by Developer, or at such earlier time as Developer may elect, Developer may, in its discretion, exercise all rights granted herein to the Association or the Committee.

20. JOINDER. Memmer Homes, Inc. ("Memmer"), the owner of Lot 15 in the Development, joins in the execution of these Restrictions for purposes of causing the same to be applicable to and binding upon Lot 15 and all current and subsequent owners thereof.

Signatures follow at top of next page

IN WITNESS WHEREOF, these reservations, covenants, restrictions and conditions have been duly signed, acknowledged and delivered by Developer and Memmer, as the owners of all of the property in the Development, this 12th day of December, 2011.

GREENWICH PLACE DEVELOPMENT
CO., LTD., an Ohio limited liability co.

By: DeHoff Agency, Inc., its
Sole Member

By: 
Robert J. DeHoff, President

MEMMER HOMES, INC.,
an Ohio corporation

By: SEE ATTACHED
Mark Memmer, its President

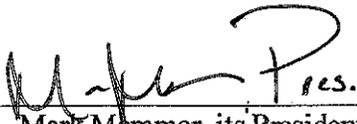
IN WITNESS WHEREOF, these reservations, covenants, restrictions and conditions have been duly signed, acknowledged and delivered by Developer and Memmer, as the owners of all of the property in the Development, this 12th day of December, 2011.

GREENWICH PLACE DEVELOPMENT
CO., LTD., an Ohio limited liability co.

By: DeHoff Agency, Inc., its
Sole Member

By: 
Robert J. DeHoff, President

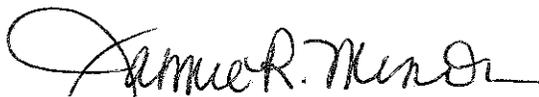
MEMMER HOMES, INC.,
an Ohio corporation

By: 
Mark Memmer, its President

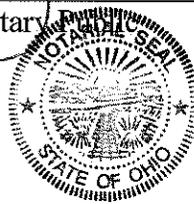
STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, GREENWICH PLACE DEVELOPMENT CO., LTD., an Ohio limited liability company, by DeHoff Agency, Inc., its sole Member, by Robert J. DeHoff, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act of him personally and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 24th day of December, 2011.



Notary Public



JAMIE R. MINOR
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 ORC

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, MEMMER HOMES, INC. an Ohio corporation, by Mark Memmer, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act of him personally and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this ____ day of December, 2011.

SEE ATTACHED

Notary Public

Notary Public

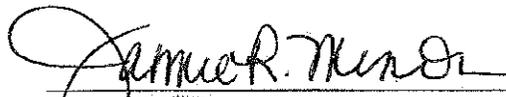
This instrument prepared by:

Jamie R. Minor, Esq.
Winkhart, Rambacher & Griffin
825 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, GREENWICH PLACE DEVELOPMENT CO., LTD., an Ohio limited liability company, by DeHoff Agency, Inc., its sole Member, by Robert J. DeHoff, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act of him personally and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 24 day of December, 2011.



Notary Public

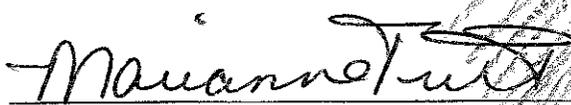


JAMIE R. MINOR
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 ORC

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, MEMMER HOMES, INC. an Ohio corporation, by Mark Memmer, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act of him personally and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 20 day of December, 2011.



Notary Public

MARIANNE TRITT
Notary Public, State of Ohio
My Commission Expires Nov. 9, 2012

This instrument prepared by:

Jamie R. Minor, Esq.
Winkhart, Rambacher & Griffin
825 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

GREENWICH PLACE

ARCHITECTURAL GUIDELINES

As of December 2, 2011

ARCHITECTURAL CHARACTER

The architectural design character for Greenwich Place is intended to develop a look and a feel of "*Old World*" architectural design. The vocabulary selected is based on the architectural traditions and design heritage and includes four basic "styles":

- Tudor Style
- Georgian Colonial Style
- Federal Style
- French Country Style

The execution of each residence must be "traditional" in character and should be such that the residence fits the property with sensitivity and respect for the land and its surroundings.

No exterior designs other than "*Old World*" character will be considered for construction in Greenwich Place. The Greenwich Place Architectural Control Committee reserves the right to deny any residence submittal that will, in their sole judgment, be inconsistent with the surrounding designs.

INTRODUCTION

These Architectural Guidelines are provided to assist the homeowners/designers in Greenwich Place in determining the kinds of design and aesthetic choices that will make their new home an integral and appropriate part of this new community. In conjunction with the Reservations, Covenants, Restrictions, and Conditions of Greenwich Place, they constitute the standards for a successful new home within the development.

The design process involved in creating a new home consists of a multitude of decisions that must be made by the homeowner relative to home size, room arrangement and relationships, locations of windows and doors, as well as architectural style. Appropriate choices made during the design period can add lasting and intrinsic value to the home, as well as providing an environment that exceeds the homeowner's expectations. These guidelines are provided with the hope that the ideas discussed herein will inspire the homeowner to a new level of design awareness.

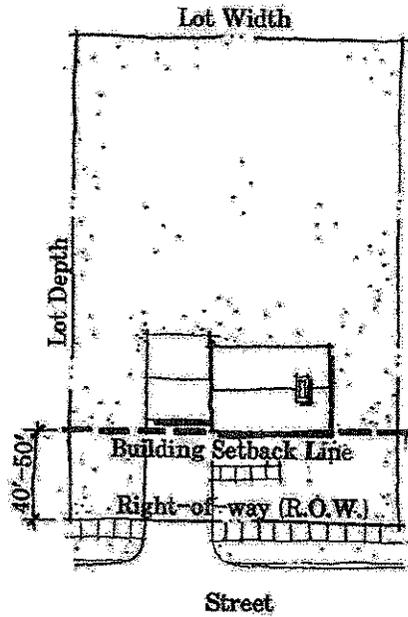
The Covenants for Greenwich Place are constituted and deemed necessary for "the efficient preservation of the value, aesthetic harmony, and amenities of said development..." indicating the developer's commitment to develop a quality residential community. Coupled with the requirements of the Covenants, these Architectural Guidelines constitute requirements and recommendations to assist the homeowners in the evolution of the design of their home. The Appendix of these Guidelines provides a Review Application Form which indicates the types of exhibits and level of detail required. It is the developers' hope that these Guidelines assist homeowners in making decisions and helps them better understand the so-called "mystery" of good design.

SITING THE HOME

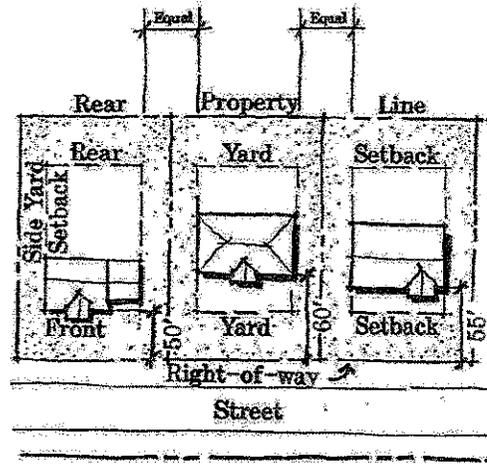
The development of the appropriate positioning of a residence on a lot and its surrounding environment serves many functions for the homeowner and the neighborhood. Development standards provide a framework under which a baseline is set for all homeowners to develop their lots. This ensures a quality level that is consistent for all homeowners, protects and increases property values, and creates an overall identity for the neighborhood and community.

BUILDING LOCATION

By ordinance, all homes must be placed no closer to the lot lines than at the designated building setbacks. House location should be sited to maximize and equalize spacing between adjacent homes. Homes may be located further behind the building setback line to create a "staggered" appearance from the street. Staggering homes creates an interesting streetscape, and affords the owner a "specialized" front yard. Staggered setbacks shall occur in five-foot increments, and shall not exceed ten feet from the established building setback. Setbacks on lots larger than one acre will be considered individually. If existing conditions such as existing trees or other natural factors require a building setback greater than ten feet from the established building setback, these must be approved in writing by the developer.



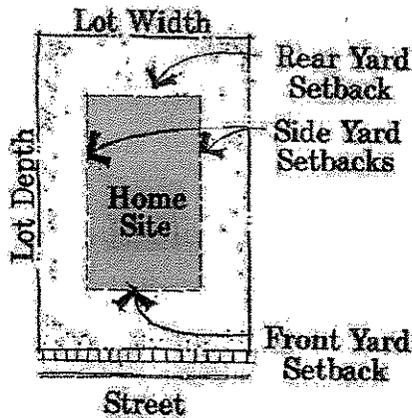
Building setback



"Staggered" setbacks

LOT SUBAREAS

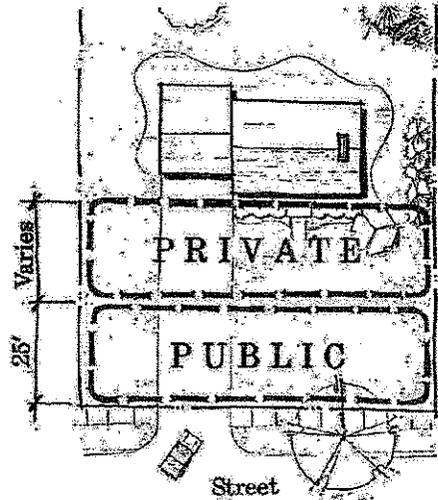
All lots contain subareas called "yards". Front, rear, and side yards, by definition, are indicated by setbacks from the appropriate property lines. These outdoor areas become very important in creating an environment that provides a setting for viewing the house, creating an arrival/entry sequence to the front door, developing pathways from the front yard to the rear yard, screening for privacy, planting areas, and outdoor living and entertaining spaces. These standards will provide guidelines for the front and side yards. Rear yards are generally the most private area of a residence, and will be referenced only in terms of fencing, outbuildings, and play structures within these standards.



Lot setbacks

FRONT YARDS

A front yard is the area between the back of the curb and the front of the house. For corner lots, the front yard shall be defined as the area from the back of the curb to the facade of the house in which the front door or major facade is located. Front yards are generally thought of as being divided into two subareas, public and private.



Front yard setbacks

The **public subarea** relates to the area which is generally considered to be half the distance between the back of the curb and the building setback line or the area located closest to the street. This area shall only contain common elements that relate to the lots and the overall neighborhood streetscape.

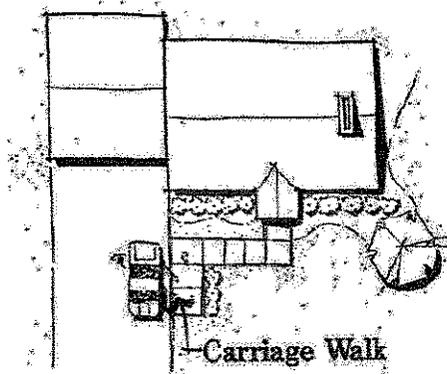
- Street trees
- Tree lawn
- Sidewalk
- Street lights
- Mailboxes
- Utility boxes and transformers
- Street signs
- House addresses

Additional landscaping, fencing, or hedges shall not be permitted in the public subarea. No evergreen trees or ornamental grasses shall be permitted in the public subarea. Transformers and utility boxes must be screened with evergreen shrubs. Only the following species are acceptable: Taxus, medium-height Juniper, or Blue Holly. Only one species shall be used around an area to be screened. Street trees and uniform mailboxes shall be provided and installed by the developer. These will give the streets and public subareas of Greenwich Place a unique and special character, as well as set up a pleasing framework for the homes.

The **Private subarea** is the area which is half the distance between the curb and the building setback line of the area located closest to the house. This area contains elements that relate to the arrival sequence from the street to the front door. It also serves to provide landscape elements which set off the house and contribute to the overall character of the home.

The following standards shall apply to the private subarea of the front lawn:

- A front walk of four feet minimum width from the front door straight to the street is recommended. If a walk is not provided from the front door to the street, a carriage walk or landing area is recommended adjacent to the driveway for guests. Walks shall be concrete (six-sack limestone mix).



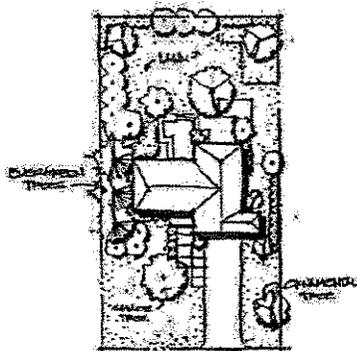
Carriage walks are encouraged.

- Fencing, hedges, or walls are permitted within the private front yard, not to exceed 3'0" in height. Fences may be constructed of decorative wrought iron and wood. Walls must be constructed of stone or masonry materials. No exposed concrete block of any type is allowed.
- Concrete drives shall be a maximum width of 16'-0" at the front property line.
- All fences, walls, and retaining walls must be constructed of materials harmonious with the house and designed to reflect the character of the house. No railroad ties or wood retaining walls are permitted.

LANDSCAPING

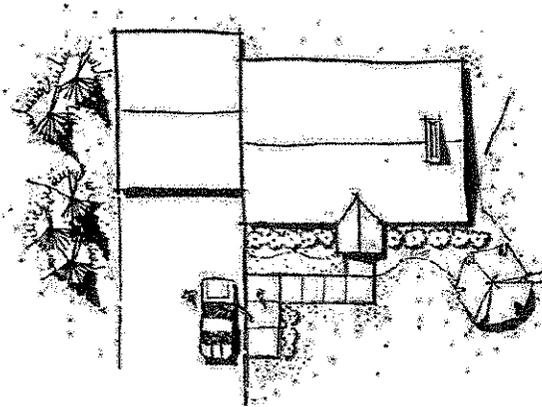
A landscape plan for the front and side yards shall be submitted to the developer for approval and shall meet the following standards:

- An overall approach to landscaping is encouraged and a complete (total site) landscape plan is necessary for submittal.



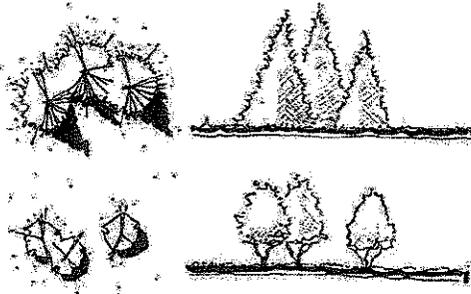
Typical landscape plan

- The landscape plan should accentuate the house and arrival sequence. The intent for the front yard private landscape is to be a cohesive plan that uses a variety of plant materials including the following:
 - Evergreen and deciduous shrubs
 - Flowering ornamental trees
 - Shade trees
 - Ground covers, annuals and perennials
- Evergreen trees are only permitted in the side yard to provide screening or privacy, and shall not extend into the “public” subarea of the front yard.



Side yard buffering within the “private” subarea of the front yard

- Shrubs are recommended to be planted in groups.



Grouping of plant material is recommended.

- Single specimen ornamental trees or shrubs may be permitted to accent the landscape or entry. Typical specimen plants include rhododendrons, dogwoods, Japanese maples, and crabapples.



Accented entry with specimen trees

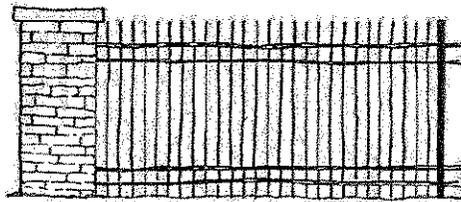
- Planting beds designed and located to address grading concerns must tie into the overall landscape design.
- All landscaped areas or planting beds must have a vegetative ground cover or mulch. Gravel may not be used in landscape areas or planting beds.
- No yard ornaments are permitted in any portion of the front yard. Yard ornaments include, but are not limited to: figures, sculptures, bird baths, crystal balls, etc. Temporary or seasonal ornaments are permitted, for example: Christmas decorations, baby announcements, etc.
- Landscaping lighting should be used to provide for safety and ingress and egress only. Fixture lamps should be incandescent and should be shielded by planting or other methods as approved.
- Security Pole mounted yard lights and large flood lights mounted to the house are prohibited.
- No satellite dishes are permitted except those 18 inches or less in diameter. Approved dishes must not be visible from the street.

FENCES

Depending on the style, fences can provide security as well as an overall aesthetic element to any home. Permanent walls, hedges and fences should be used to define spaces such as private gardens, patios, pools etc., rather than delineating lot lines. Privacy fences and walls, in all cases, shall be limited to small enclosures around the house, unless the developer provides for such as part of the overall subdivision plan.

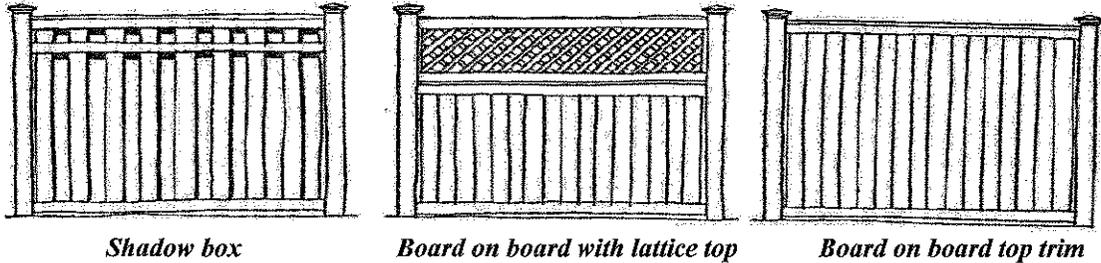
Fences and walls shall be architectural extensions of the house or other buildings, and shall be constructed using the same or similar materials and colors as the house or that complement the buildings architecture.

- **Security:** Security fencing is permitted in the rear yard so long as it is black ornamental iron or aluminum, no higher than five feet, and its design is the same or very similar to the design shown below. Invisible fencing is encouraged for pet control.

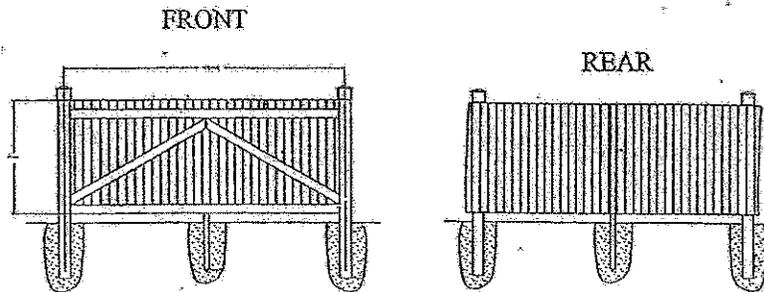


Security fencing with optional brick column

- **Privacy:** Privacy fencing may be located around a patio or deck immediately adjacent to the house and not extending farther than 20'-0" into the rear yard. Appropriate fences shall be constructed of treated wood posts and cedar boards, and shall be stained with a cedar color stain. Fences shall be no more than 6'-0" high, and shall be selected from one of the designs shown below. Once installed, the fence must be maintained in good condition at all times.



- **Perimeter:** Perimeter fencing is permitted along the Arlington Ave. property line of lots #1 through #7, the Mudbrook property line of lots #7 through #10, and the south property line of lots #16 & #17. The fence must be constructed of wood or 'period' metal. The home owner shall be fully responsible for maintenance, repair and replacement of any perimeter fencing constructed by the developer.



BUILDING THE HOME

The development of the overall exterior design of a residence becomes a very personal effort. The following development standards provide a logical approach to building design, as well as defining the requirements and how they relate to the design of the home.

ARCHITECTURAL REVIEW COMMITTEE

A preliminary meeting is part of the overall design process for Greenwich Place because of the specific requirements and overall aesthetics of each home. Each home must go through a pre-design and pre-construction review by the Greenwich Place Development Co., LTD. A.R.C. (*Architectural Review Committee*).

Preliminarily discussing the overall concept of the development, material selection and concept of design will hopefully assist in eliminating wasted time and any potential confusion. Once the final design of the home is completed, two copies of the homes plans and a completed “Application for Review” (*attached to the end of this document*) along with a check for \$2,500.00 deposit, must be submitted to the A.R.C.

ELEMENTS OF ARCHITECTURAL DESIGN

The careful composition of building form creates the framework upon which the rest of the elements of the home are constructed. Carefully done, the arrangement of these elements can create an interesting and balanced facade that enhances internal room organization. The following should be given consideration:

- Except for those sites where natural grade conditions offer other opportunities, the finished first-floor framing members are to be set a minimum of two block courses (16”) above highest finished grade around the perimeter of the house. Exposed foundation walls are to be finished with brick or stone. Exposed concrete block, no matter how decorative, is not permitted.
- Dependent on the specific architectural style, exterior chimneys add vertical scale and can be used to punctuate the basic form of the house with masonry verticality.
- Roof pitches shall be a minimum of 8/12 unless otherwise approved by the A.R.C. Gables, dormers, and other elements that provide detail and interest to the roof are encouraged. Exceptions granted by the A.R.C. based on specialized architectural designs and/or the incorporation of upscale roofing products, i.e. copper, standing seam metal, tile, etc.
- Sufficient storage area should be planned for tools, auto accessories and trash storage in the total garage space.
- Side and/or rear loading garages are required unless otherwise approved by the A.R.C.
- Three-dimensional elements are encouraged, such as: bays that add interest to the wall line; dormers or gables that add detail to the roof; or porches or porticoes that add weather protection at the front door and give a three-dimensional aesthetic quality to the overall form of the house.



Porches/porticoes add scale and detail as well as useable exterior/interior rooms.



Window bays add visual value to outside and spatial value inside.

ARCHITECTURAL CHARACTER CONCEPTS

It is the intent at Greenwich Place that each new home conveys specific elements of 'old world' styles of architecture. These styles include Tudor, Federal, Georgian Colonial and French Country. Designers are encouraged to look at strong examples of these historic and unique styles in order to implement the specific characteristics into their designs.

ARCHITECTURAL STYLE SPECIFICATIONS

Described below are elements for the various architectural styles:

ELEMENTS OF THE TUDOR STYLE OF ARCHITECTURE

Roofs

- Cross gabled, medium to steeply pitched roof (*sometimes with clipped gables*)
- Prominent focal point of the home.
- Heavy Chimneys (*decorative brick work or chimney pots*)
- Overlapping gables, parapets

Exterior Building Elements

- One and a half or two story structures
- Irregularly shaped rooms
- Asymmetrical plan
- Enclosed front entryway
- Stucco
- Patterned brick or stone
- Decorative half timbering on exterior
- Large chimney, often topped with decorative pots

Windows

- Arrangements of tall, narrow windows in bands; typically small window panes (*double-hung or casements*)

ELEMENTS OF THE GEORGIAN COLONIAL STYLE OF ARCHITECTURE

Roofs

- Dormers (*typically equally spaced across the front.*)
- Paired chimneys (*Helps to accent the structure and typically appears on both sides of the home*)
- Dental molding (*square, tooth-like cuts*) along eaves
- Medium pitched roofs, minimal overhangs
- Side gables, hips or gambled roofs on the main body of the building.
- A centered gabled front façade

Exterior Building Elements

- Symmetrical primarily square shapes.
- Paneled front doors at center of structure
- Decorative columns on each side of the front entrance covered or uncovered by a porch
- No shutters
- One to two story box plans (*Typically two rooms deep*)
- Brick, stone with quoins in corners, clapboard and shingle facing
- Portico in the middle of building with a single window above.

Windows

- Double hung windows with typically five windows across the front facade (*symmetrically balanced*)
- Nine to twelve small window panes in each window sash

ELEMENTS OF THE FEDERAL STYLE OF ARCHITECTURE

(Similar to Georgian style except more detail oriented)

Roofs

- Low pitched roof or flat roof with balustrade
- Heavy chimneys

Exterior Building Elements

- Semicircular fanlight over the entrance door
- Narrow side windows flanking the front door
- Decorative crown or roof over the front door
- Tooth-like dentil molding in the cornice
- Decorative swag and garland
- Oval rooms and arches
- Curved lines
- Exterior decorative details

Windows

- Windows arranged symmetrically around the center of a doorway
- Palladian windows
- Circular or elliptical windows
- Shutters

ELEMENTS OF THE FRENCH COUNTRY STYLE OF ARCHITECTURE

Roofs

- Tall hip and gabled roofs
- Flared eaves
- Steeply pitched hipped roof
- Rooflines of varying heights
- Dormers (*arched, circular, hipped or gabled*)

Exterior Building Elements

- Turrets
- Brick, stone with stucco (*patchwork*)
- Wrought iron
- Entry doors are arched (*surrounded by stone quoins, pilasters or formal detailing*)
- French doors w/ shutters
- Round tower at entryways

Windows

- Tall thin windows
- Double hung (*typically casements*)
- Multi-paned windows

ARCHITECTURAL MASSING AND SCALE

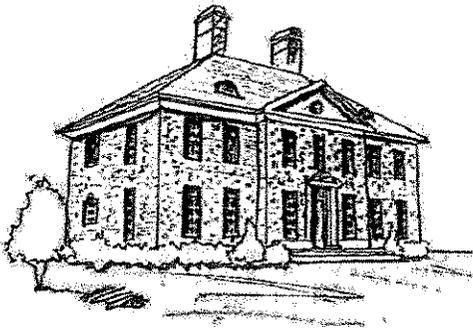
Architectural massing and scale can best be achieved by close adherence to the scale and proportions of the various styles as described in a variety of books and studies. Particular attention should be given to the basic massing of the elements, roof forms, the floor to ceiling heights, the window arrangements and proportion, and relationship of each part of the building as to the whole, as well as the general building symmetry.

HOME SIZE AND HEIGHT

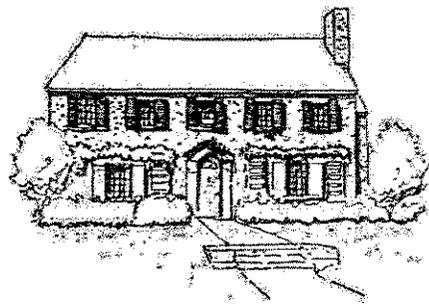
Dwellings shall be one and one-half (1-1/2) or (2) stories. The minimum heated and air-conditioned area permitted in a dwelling in Greenwich Place shall be no less than 2,400 square feet. The width of the one and one-half (1-1/2) story or the (2) story portion of any home shall not exceed the greater of 50% of the lot width less the side building line or side setbacks. The maximum height of any home shall be limited to the specifications of local zoning ordinances.

THE ARTICULATION OF RESIDENTIAL FORM

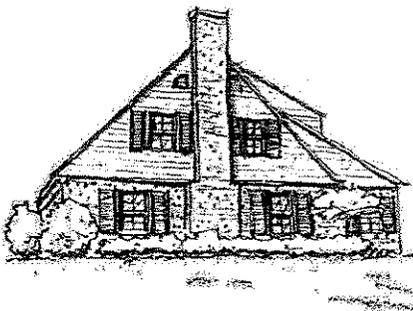
The location of doors, windows, chimneys, porches, and other functional architectural elements determine a major part of the aesthetic and character of the home. Floor plan arrangement begins to suggest (*in some cases dictate*) where these elements should be placed. The careful location of these elements on the home's facade can enhance internal furniture arrangement as well as contribute to a harmonious, pleasing, balanced exterior.



Vertical and horizontal symmetry



Horizontal symmetry - two windows on first floor, five on second



Balanced windows do not align vertically, and porch and dormer shifts the mass



Balance does not mean absolute, rigid symmetry.

Special attention needs to be given to the side facades of the home. Windows, chimneys, and gable vents should be arranged with care, realizing that balance can be obtained horizontally as well as vertically. Use of design elements such as trellises and landscaping contribute to the entire picture, and should be considered part of the original design.

The following guidelines should be given consideration as the homeowner agrees upon the ultimate character of their home:

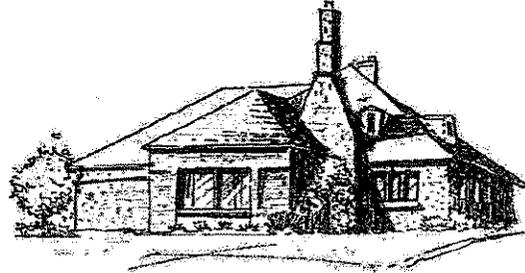
- While most people acknowledge that the design of the front of the house must be carefully created, at Greenwich Place several homes are visible from multiple sides. It is recommended that all front, side, and rear facades be developed to the same degree of quality and design detail, including use of finish materials, trim sizes and locations, and color.
- First impressions are strong impressions. The front door should be carefully considered for what it is, the lead element in the total image of the house. It should complement as well as clearly fit the desired architectural style of the home. Decorated, pediment, or covered entries are encouraged. Recessed front doors add depth to the house and provide enclosure for visitors. Properly scaled light fixtures enhance the overall theme. One trick of the designer trade is to never select the light fixtures until the house is substantially complete. With fixtures in hand one can more easily visualize the total finished look.

Customized wooden doors are strongly encouraged as well as polished brass or natural bronze finished hardware. Exterior doors shall be of a traditional style. Flush wood or metal doors are not permitted.

- Garage doors are always at a larger scale when compared with the rest of the elements of the house. Side and rear-facing garages are required, unless otherwise approved by the A.R.C, because they afford the freedom of designing the blank front facade of the garage in the manner and character as that of the rest of the home. Because of the different floor levels between the first floor of the house and the garage floor, the area above the garage door header sometimes presents some interesting surprises. Story-and-a-half scaled elements over garages should be considered as important design opportunities. The area above the garage door and below the eave, punctuated with dormers and/or other architectural elements, can add harmony to the overall composition of the home. Garages doors shall be solid flush doors, solid paneled, or carriage depending on the specific style of the home. No glazing shall be permitted in garage doors unless they are consistent with the architectural theme.
- The incorporation of masonry materials into an overall facade scheme requires the skill to make a material that is literally glued onto the house appear to have the kind of depth and substance of the historical ancestors it references. The exposed single depth of brick or stone at building corners is not allowed. The termination of these masonry materials is better executed at inside corners, thereby giving the image of a solid and complete masonry element. Masonry chimneys offer opportunities for cost-effective details in the required brick or stone masonry work.



*Brick facade with siding element added.
Wall area over garage door given
special treatment.*



*Detailed and tapered chimneys are encouraged;
vertical rectilinear boxes and wood siding
chimneys are not allowed.*

APPROVED BRICK MANUFACTURER / STYLES

The following are pre-approved brick manufacturers and styles.
(Alternates may be accepted by the A.R.C.)

<u>Manufacturer</u>	<u>Style</u>
Belden Brick Company	St. Anne Blend & Clear Winewood Blend & Clear Rosewood Blend & Clear Kingsport Blend & Clear Tudor Blend
Old Carolina Brick Company	Tryon Williamstowne Londontown Charlestowne
Glen-Gery Brick Co.	Belgium, Hubbardton 1776 Alwine – Mt. Vernon

Additional selections might represent a traditional design, but it is incumbent on the applicant to show the proposed product has all the traditional shapes available to complete the design.

- Porches, solariums, decks, and patios that are part of the rear facade of the house should incorporate details and colors from the house in order to make for harmonious extension of the original design idea. All glass additions should be integrated into the exterior facade.

DETAILS

Detail becomes apparent the closer one gets to an object. The value of detail is that it completes the overall composition in the way that adjectives describe nouns. Most architectural details are applied at the intersection between different building elements, such as roofs and walls, or windows and walls, or at corners. Detail in these locations serves to accentuate and adds overall aesthetic depth to the design. Detail belongs on all sides of the house, and those elements which are typical of the front should also be provided at the back and sides. The following ideas are encouraged:

- Gutter, fascia, soffit, and sub-fascia areas are great places to add detail in a very cost-effective manner. Gutters and downspouts may be copper. Gutters may also be constructed of aluminum and painted to match the cornice. Trim boards assist in the termination of finished materials. In relation to the various styles of architecture, overhangs can give detail to the edge between the roof and the wall as well as providing attic ventilation and weather protection, when applicable overhangs should be no less than two inches, dependent on the architectural style. Gabled-end rake boards should be of a consistent overhang dimension and trim design.
- Porches should have a high level of detail – the liberal use of molding, trims, etc., to provide that unique look to your home. Screen porches are encouraged on the rear or sides of homes but are not permitted on the front. Detailing shall be traditional wood with a break in screening at the rail height that is consistent with the specific style of architecture. Columns or full height vertical members shall be at least 6" x 6". All screen porch trim shall be painted in harmony with the home. Roof lines of screen porches shall also conform to the architectural style of the home and blend into the overall massing of the home. Balconies, Porches and Platforms or other constructed platforms above grade are discouraged. All such structures must be submitted to the ARC for approval.
- Window trim does not have to be the same size on all sides, top and bottom. Headers, jambs, and sills decorate these punctuations of the facade. Wood constructed windows are required, using traditional themes on all elevations.
- Shutters should be used judiciously, styled and painted as warranted by the individual architectural style. All shutters should be fully operative and mounted on traditional shutter hardware (hinges and 'S' clips.) When used, shutters must be consistently used on all elevations and be sized to fully cover the adjacent windows.

EXTERIOR ELEMENTS, MATERIALS AND COLORS

Quality materials, when used appropriately, enhance the overall value of a home. Combining these materials to accentuate basic building forms and to provide durable, weather-resistant exterior facades serves as the final step in the careful craftsmanship of one's home. In the Design Guidelines are listed the types and specification for approved materials. These materials should be arranged so that their application is logical, compatible, and in stylistic harmony with the overall theme of the home.

The selection process for the colors of the finished materials should be undertaken with great care. Application of color is a careful art, and it is highly recommended that, early in the process, owners spend time driving around their community to identify preferred color schemes. Adjacent properties should be part of the consideration of color selection. At Greenwich Place, color variation from one home to another is required.

APPROVED PAINT MANUFACTURERS / COLORS

The following are pre-approved paint manufacturers and colors.

(Alternates may be accepted by the A.R.C.)

<u>Manufacturer</u>	<u>Colors</u>
Sherwin-Williams Paint Co.	“Heritage Colors”
Coronado Paint Company	“Chesapeake Bay Restoration Colors”
Benjamin Moore Paints	“Historical Color Collection”

Note: The paint manufactures above are for doors, shutters, fascia’s, cornices and other miscellaneous trim, subject to color selection approval.

Selection of colors from non-uniform color materials is especially difficult. Stone and some types of brick come in color ranges, and therefore the whole range must be observed to simulate the color palette of the entire material. Bricks may be standard or jumbo sizes. Sand molded or handmade bricks are encouraged.

Mortar joints should be traditional grapevine, or other pre-approved joints. Simple ‘structural’ joints are strongly discouraged. The mortar color should complement the brick color. Traditional brick detailing is encouraged, such as English and Flemish bonds, water table caps, sills, jack arches, segmental arches and soldier courses.

On large-scale projects, most designers require a sample panel to be made, all with the idea of simulating ultimate reality with a smaller-scale sample in order to ensure that the overall character of the house is as desired. Observing existing applications of the material being considered is also recommended.

Through the selection process, it will become obvious that there are limitations to the color range of certain materials, and therefore these materials should be selected first. Paints and stains come in a limitless range of colors, with each manufacturer having a unique palette, and, therefore paint is generally the last color selected. Accent paint can be used to add that last bit of refinement to a color scheme.

APPROVED ROOFING MATERIALS / COLORS

The following are pre-approved types and manufacturers of roofing materials.

(Alternates may be accepted by the A.R.C.)

<u>TYPE</u>	<u>MANUFACTURER</u>
Natural Slate	Evergreen, Vermont and Buckingham
Artificial Slate	Britslate, Grey or Black, Supraslate, Grey or Black
Cedar Wood Shake	Natural – regular, or fire retardant
Asphalt Shingles	
Celotex	Presidential, Fiberglass shingles, shake
Georgia Pacific	Summit III
GAF	Ultra Timberline
ELK	Prestique and Prestique Plus
Certainteed	Grand Manor
Metal Standing Seam	Copper <i>(allowed only as a minor roof accent)</i>

Most designers spend a great deal of time making sure their choices are appropriate. Generally, they create two or three color options using color boards with large (larger than one-inch by one-inch) samples

of the proposed finish. They look at the color selection over a period of several days. This time affords them the opportunity to view the sample in natural light, on overcast days, as well as bright and sunny days. Multiple schemes allow them to make choices of whole “looks” rather than substitutions within a “look”.

MISCELLANEOUS DESIGN ELEMENTS

- **Skylights:** Skylights are not permitted. Cupolas, dormers, lanterns, belvederes or window bays are permitted, provided they are consistent with the architectural themes.
- **Lighting:** Exterior lighting of the front entry court and rear yard areas for the safety and convenience of the homeowners is encouraged. This can best be accomplished by wall-mounted entry lights by the main entry, sidewalk or driveway-mounted post light and low mounted ground lights. Residential post lights are required to match the elements of the existing street light fixtures..
- **Courtyards:** Entry courtyards shall be limited to the front area of the site. The recommended paving materials include: brick, Belgian block, dark color concrete unit pavers, stone aggregate topped bituminous. Poured concrete is not permitted. Courtyards should be screened from the street and adjoining properties by walls and/or plantings.
- **Driveways:** The appearance of driveways and entry courts should be consistent with the architectural style for the home. Again, designers are encouraged to look at strong examples of these historic and unique styles for the proper placement of the driveways and entry courts. Driveways shall be made of durable materials. Suggested materials are brick, dark color concrete pavers and asphalt with controlled edges and rolled-in stone topping. Driveways shall be limited to a width 16 of feet where joining the street and between the lot line and the building line., but may then be widened to provide a comfortable turn-around area with adequate space for guest parking.
- **Basketball Hoops:** Basketball hoops are permitted if they meet the following criteria:
 - No basketball backstop may be attached to the front or side of the house or garage.
 - Basketball pole and backstop may not be located in the public subarea of the front yard.
 - Basketball pole and backstop may be located in the private subarea of the front yard, but only in the side yard between the driveway and the property line, and not facing the street.
 - Basketball pole must be painted dark green or black. Backstop must be clear lexan.
- **Utilities:** Utilities shall be provided to each lot and shall be underground.
- **Pools / Spas, Fountains / Ponds:** All water features shall be located in the rear yard, within the building line of the site, completely enclosed by fencing and screened from adjoining properties, as approved by the A.R.C.
- **Ancillary Structures:** All exterior storage structures shall be attached to the main structure of the home or its garage. These ancillary structures shall be no more than one-story and shall be constructed of the same wall and roof material as the home. The colors, walls, roof and trim shall match those used on the home. No free standing structures shall be permitted unless part of the garden wall, pergola or covered walk system.

- **Equipment Storage:** Storage of all maintenance equipment shall be within garages or storage structures or well screened. Such items should not be visible from the street, common open spaces or adjacent lots within the developments.
- **Accessory Buildings:** Pre-fabricated storage buildings are not permitted. Storage buildings that are an integral part of the architecture may be permitted, but are subject to approval by the A.R.C.
- **Vehicle Storage:** All vehicles must be stored with the enclosed garage. Owner or guest vehicles which cannot be accommodated within the garage must be parked within a screened, paved areas of the back or side yards.

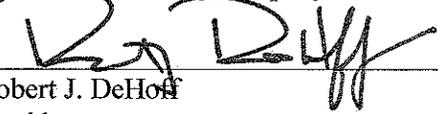
VARIANCES

The A.R.C. may authorize variances from compliance with any of the design guidelines, materials or procedures when specific circumstances such as topography, natural obstructions, hardships, aesthetics or environmental conditions require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing and recorded with Greenwich Place Development LTD. The A.R.C. cannot supersede any county or state governing body.

CONCLUSION

The information in these Architectural Guidelines hopefully imparts to the homeowners knowledge as well as some practical tools that will help them create the kind of home that will be a joy to live in. The forethought given to this part of the home creation process will yield great dividends.

GREENWICH PLACE DEVELOPMENT CO., LTD.,
 an Ohio limited liability company

By: 
 Robert J. DeHoff
 President

**GREENWICH PLACE
APPLICATION FOR REVIEW**

The following is to be filled out and signed by the Owner of the proposed residence or the Builder if a spec home. This form is to be accompanied by two (2) sets of final drawings, two site plans, a color textured rendering, the compliance deposit (\$2,500.00) and samples of all major exterior materials and colors.

1. **Lot #** _____ **Lot Address:** _____

2. **Property Owner:** _____
 Address: _____
 Phone Number: _____

3. **Home Builder:** _____
 Address: _____
 Phone Number: _____

4. **Architect/Designer:** _____
 Address: _____
 Phone Number: _____

5. 24 HR. Emergency Phone Number: _____

<u>BUILDING DESIGN:</u>	<u>MINIMUMS:</u>	<u>PLANS SUBMITTED: YES OR NO INDICATE SQUARE FOOTAGE</u>
One Story	2400 SF	_____
Two Story	3000 SF Above Ground	_____
Split Level	2600 SF Above Ground	_____
Cape Cod	2600 SF with 1800 SF in First Floor Area	_____
Garages	576 SF. Min	_____
<u>LOT RESTRICTIONS:</u>	<u>MINIMUMS:</u>	
Side Yard	10 FT. Min.	_____
Sum of 2 Side Yards	20 FT. Min.	_____
Corner Lot Side Nearest Street	25 FT. Min.	_____

Front Yard 50 FT. Min _____
Rear Yard 25 FT. Min. _____

REQUIRED (2 Copies of Following):

Site Plan including grading _____

Plans for all Floors,
Cross Sections &
Elevations, including
Projection and
Wing Walls _____

Landscaping Plan _____

PLANS TO INCLUDE:

Exterior Lighting _____

Walls, Fencing,
Screening _____

Patios, Decks, walks
Pools, Porches _____

Parking Areas & Drives _____

COLOR SELECTIONS

If the following brands and/or Colors are "unusual" Samples Must Be Submitted with Plans. If brands and colors are common, samples are not needed.

Stone Brand _____ Color _____

Brick Brand _____ Color _____

Shingles Brand _____ Color _____

Siding Brand _____ Color _____

Shakes Brand _____ Color _____

Soffit/Fascia Brand _____ Color _____

Windows Brand _____ Color _____

Shutters Brand _____ Color _____

Front Door Brand _____ Color _____

Garage Door Brand _____ Color _____

Rendering: Color, textured rendering of front elevation. (Contact: Architecture Illustration, Mr. Keith Wilson 330-409-3103. Approximate cost for initial rendering is \$160. Alternates at an additional cost.

MISCELLANEOUS DESIGN CRITERIA

- Aluminum or vinyl siding is not permitted in “Greenwich Place.”
- Brick or Stone visible foundation wall is required on all sides.
- All exterior fireplaces shall be of full height masonry construction. Vinyl sided chases and bump outs are not permitted. Gas fireplace inserts may vent through the rear portion of the roof, (*i.e., not visible from the street.*) Direct vent fireplaces are not permitted on any elevation.
- Windows are required on all elevations.
- In the space following, spell out any deviations from restrictions and reasons.

Once completed, send reply to:

Owner _____
Builder _____
Both _____

As the owner of the proposed residence, I hereby request that the enclosed documents be reviewed for approval.

Owner or Builder

Date