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RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS
THE WOODS AT NOBLES POND No.1

WHEREAS, WILLMOLL DEVELOPMENT COMPANY, hereinafter called "WILLMOLL" is the owner of certain real estate located in Jackson Township, Stark County, Ohio, hereinafter referred to as the "Development," which it intends to develop into a community known as "The Villages at Nobles Pond;" with one subdivision to be developed called "The Woods at Nobles Pond No. 1, and

WHEREAS, the Development will include areas for single family residences, multi-family residences, a commercial development area, and Common Area, including, without limitation, a park, a pond, boulevards, entrance signs and open space; and

WHEREAS, WILLMOLL 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 Common Areas, to impose and provide reservations, covenants, restrictions and conditions, hereinafter called "The Restrictions", upon the real estate in said Villages at Nobles Pond; and

WHEREAS, The Villages 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 Common Areas and such improvements as may be constructed and developed thereon, with the costs incurred by the Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of the Development, including the Common Areas,

to be an encumbrance upon the Development, as further described herein.

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon "The Woods at Nobles Pond No. 1 by WILLMOLL, which shall be covenants running with the land, binding upon and inuring to the benefit of WILLMOLL, 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 Woods at Nobles Pond No. 1 " (The Woods) shall be used exclusively for single-family residence purposes, and only one such residence shall be permitted on each lot.

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

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

(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 dwelling 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.

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 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, 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:

(1) One Story	2200 square feet
(2) Two Story	2600 square feet above ground
(3) Split Level	2400 square feet above ground
(4) Cape Cod	2400 square feet with not less than 1600 square feet in the first floor area

iii. Garage: No garages shall be erected which are separated from the main building. All garages must be at least 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. No shrubbery shall be closer than fifteen (15) feet to the street on corner lots. 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.

B. Front Yards: No building may be erected on any lot nearer than 50 feet to the front line in The Woods at Nobles Pond.

C. Rear Yards: No building may be erected on any lot nearer than 15 feet to the rear lot line in The Woods at Nobles Pond.

D. Driveways: Concrete driveways are preferred. Other material will be considered and must be approved by the Architectural Review Board. All driveways shall be paved within 12 months after completion of the residence.

E. Corner lots: WILLMOLL or the Architectural Review Board shall have sole discretion as to which street a residence will front on.

F. Variances: At its sole discretion, WILLMOLL reserves the sole right to approve any setback variances, whether for WILLMOLL's own construction or otherwise.

3. PROHIBITED ACTIVITIES

The following uses and activities shall be prohibited in The Woods, and in the Development as a whole unless specific approval therefore is given by WILLMOLL 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, 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.

E. There shall be no outbuildings constructed on any lot separate from the residence.

F. There shall be no above ground swimming pools, 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. 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; 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, bill boards or advertising devices of any kind 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 and only until sold. Nothing herein contained shall limit WILLMOLL'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 WILLMOLL. There shall be no For Rent signs placed by anyone.

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

K. Storage of mobile homes, trailers, 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.

L. Hanging of laundry outdoors.

M. 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 WILLMOLL 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 feet from the property line.

N. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited. All site lighting, including security lighting, shall be approved by WILLMOLL or the Architectural Review Board prior to installation.

O. Any oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.

P. 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.

Q. No satellite dishes shall be permitted, and no TV or other antennas shall be erected.

R. No lot in this subdivision shall be subdivided

or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to WILLMOLL or the Architectural Review Board and the written consent of same have been obtained.

4. SUBMITTALS AND APPROVALS

A. At such time as all of the lots in subdivision have been sold to individuals or entities other than WILLMOLL, or an entity controlled by WILLMOLL, or at such earlier time as WILLMOLL may elect, the right to approve all further construction or other items contained therein shall shift from WILLMOLL to an Architectural Review Board (Board) 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 WILLMOLL's authority to appoint an initial Architectural Review Board to make all reviews and approvals as contemplated herein until the Association's Architectural Review Board assumes said duties pursuant to the terms hereof or until WILLMOLL relinquishes authority as provided herein above or hereinafter.

B. All matters herein requiring the approval of WILLMOLL or the Architectural Review Board by the terms of this instrument, shall be submitted to WILLMOLL or Board 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, WILLMOLL and Board reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. WILLMOLL and the Board shall approve or disapprove such written submission or application for approval, in writing within thirty (30) days after its receipt of the same, and a failure by WILLMOLL or the Architectural Review Board to so act within said thirty (30) day period shall constitute approval of the submitted plans.

C. WILLMOLL/ARCHITECTURAL REVIEW BOARD

WILLMOLL will establish and appoint an initial Villages Architectural Review Board (the Board), to serve until appointed by the Association, and WILLMOLL relinquishes authority, for the following purposes:

(i) To provide a staff of persons for reviewing, evaluating, approving and disapproving proposed plans.

(ii) To establish, maintain and preserve specific architectural guidelines and standards to carry out the intent of these Restrictions, which guidelines and standards from time to time in effect with respect to all or any portion of the Property shall hereinafter be referred to as the "Villages Design Standards."

(iii) To enforce the provisions of these Restrictions.

Board Responsibilities; Effect of Actions: The Board shall exercise its best judgement to see that all Improvements in the Development conform to The Villages Design Standards and Building Restrictions 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 Board, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.

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 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 the Board in accordance with The Villages Design Standards (See Materials, Details & Directions that follows). Approval shall be required by submission to the Board of plans and specifications, in duplicate, showing the following:

(i) Existing and proposed land contours and grades:

WILLMOLL reserves the right to establish grades and slopes on the premises in the subdivision 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, as 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 specie thereof), and ornamentation. Any tree, over four inches in diameter measured three feet from grade, which is to be removed must be identified and approved for removal.

(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) Signs and parking areas;
- (ix) Complete exterior color scheme and color samples.
- (x) Samples of all major materials to be used.
- (xi) Such other information, data, drawings as may be reasonably requested by the Committee.

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

D. Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans with The Villages Design Standards and other structures in The Village; 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.

E. Liability Relating to Approvals: Neither WILLMOLL, the Board, 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 judgement, 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 Board agrees, by submission of such plans, that he or it will not bring any action or suit against the Board or WILLMOLL in law or equity or to recover any damages.

F. Requirement for Approval: Owner or his representative shall submit simultaneously with building drawings for approval, a completed copy of the checklist attached; Labeled Exhibit A, 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 Notice of Completion; Non-completion or Non-compliance:

Construction shall be completed no later than twelve months after construction was commenced. Landscaping shall be complete no later than 180 days after completion of construction. Upon nearing completion of the construction of a residence, the owner or

the builder should send a written notice to Willmoll or the Association, advising the expected date of completion and compliance. It is important that the expected date of completion be realistic to avoid unnecessary inspections and unnecessary notices of non-completion. Upon inspection by Willmoll or the Association, either a notification of non-completion or non-compliance, or a certificate of completion and compliance will be issued. If the residence is complete or nearly complete on the date projected, a notification of non-completion or non-compliance, or a certification of completion and compliance will be made available within several days of the actual completion date. Notice of non-compliance or non-completion will be considered delivered when it is posted on the residence in question. If time is of the essence to the builder or the owner, or both, communication by telephone to Willmoll or the Association is encouraged to resolve any disputes. The certificate of completion and compliance shall be conclusive evidence that the residence is complete and is in compliance with the approved plans and deed restrictions. Willmoll or the Association may make a reasonable charge for the issuance of such certification, which is to be paid at the time that the request for such certification is made. Repeated requests for certification, resulting from non-completion or non-compliance, may result in additional charges, due to the added inspection required.

B. Residential lots purchased, but on which construction has not commenced, must be mowed not less than once every thirty days during the growing season.

6. VILLAGE DESIGN STANDARDS AND BUILDING RESTRICTIONS

A. Houses should fit into sloped lots as much as possible. Stepped plan arrangements are encouraged to minimize cut

and fill in these areas.

B. Retaining wall in cut situations can be of stone or railroad ties.

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 WILLMOLL or the Architectural Review Board.

E. Exact garage location shall be varied and garage doors shall be of one color.

F. Yard lights to be of the approved design. Lights are designed to light walks and drives. Emergency flood lights for security are permitted.

G. No vents or exposed pre-fab fireplace flues shall be placed on the "front" half (50%) of the roof area, regardless of roof slope or shape. Fireplace flues and flashing shall be painted the same color as the roof.

H. No exposed concrete block foundation shall be permitted, unless concrete block is textured, or has a decorative pattern consistent with the architecture of the structure and is of a material approved by WILLMOLL or the Architectural Review Board.

I. Mailboxes and newspaper boxes will be supplied by developer (to be paid for by builder). Mailbox location as shown on site plan.

J. Roofs shall have a minimum pitch of 5/12.

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 main colors and two main materials on any building.

M. A minimum of three trees, at least 1-1/2" trunk diameter, per unit are required on non-wooded lots.

N. No recreational vehicle shall be parked more than 24 hours.

O. 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.

P. Repainting of any existing residence with a color other than previously approved shall require approval of WILLMOLL or the Architectural Review Board.

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

R. Materials, Details & Directions: Building Materials; All materials used (roofs, walls, etc.) should be compatible with each other and blend together with a common tone. Natural colors are the most appropriate and will relate together the easiest. Accent colors are acceptable if used carefully to add detail and highlight architectural features. The following materials are acceptable for use at The Woods:

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, but does require more maintenance than stain and is not considered as desirable as stain.

ii. Brick: Natural sand molded brick is preferred. "Manufactured" sand mold and textured brick may also be used. Color ranges should be subtle with no speckled or glazed effects permitted. Brick details in chimneys, sills, entry steps and foundations are encouraged.

iii. 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.

iv. Stucco: Natural, hand finished, sand textured or swirls are the preferred finishes; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with natural earth colors, sand, buffs and tans. White stucco is discouraged.

v. Vinyl or Aluminum Siding: Siding colors must blend with natural materials. The lap exposure on the siding should not exceed 4"; no strongly textured siding is acceptable.

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 Design Review Committee.

S. Facades: Natural materials and earth tone colors (browns, tans, dusty greens, rusty reds) are preferred because they blend comfortably with the theme at The Woods. All sides of the residence should be finished with the same materials, or with compatible materials that blend with one another. Where material changes are required, special detailing, such as corner boards or wide returns, must be incorporated into the design and approved by the Review Board.

T. Windows: Windows should be carefully selected and proportioned to enhance walls in which they are placed. Windows are required on all major walls. There are no restrictions for window type; however, the same window type must be used on all sides of the home. Metal windows should have a bronze colored finish or be clad in vinyl. No unpainted aluminum is acceptable. Muntins should only be used in traditional homes. On most homes, wide board trim on windows will add detail and will help integrate the window with the wall. Awnings are not acceptable unless they are cloth type and blend with the house.

U. Chimney: Masonary exterior construction is preferred. Other designs will be considered and must be approved by the Architectural Review Board.

V. Sloped Lots: On lots which have steep front slopes the owners shall, within six (6) months of occupancy of their residences or within one year of transfer of title, whichever is earlier, plant at their expense, an appropriate ground cover on said slope which has been approved by Willmoll.

7. RESERVATIONS, EASEMENTS AND COMMON AREA

A. WILLMOLL 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 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 WILLMOLL and public or private utility companies, entities or authorities.

B. WILLMOLL or the Association reserve to themselves the right to relocate utility easements in accordance with the requirement of the Stark County Engineer, the Township of Jackson, or as necessary for the orderly development of the Subdivision or the Development.

C. WILLMOLL 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. WILLMOLL intends to convey to the Association, subsequent to the recordation of "The Restrictions" and subsequent to the reconveyance of the Development to WILLMOLL, one or more tracts of land within the Development for recreational or common purposes, including without limitation a Park containing not less than two nor more than four acres of land, plus an area around the entrance signs, and boulevard entrances to the subdivisions. Upon designation by WILLMOLL of any part of the Development owned by it as Common Area, WILLMOLL 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 Common Area 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. Common Area shall remain such in perpetuity, subject only to the provisions of Paragraph A hereof.

E. All lot owners, by reason of their membership in the Association, shall have the right and easement of enjoyment in the Common Area for so long as they are members of the Association. Such right and easement are appurtenant to each lot and shall not be transferable except as they shall automatically transfer with the transfer of the ownership of a lot. For purposes of this Paragraph only, the term "Association

member" shall also include the employees, guests, and invitees of any Association member, if and to the extent the Board, in its absolute discretion, so directs. All such rights, easements and privileges in this Paragraph set forth, however, shall be subject to the further provisions of "The Restrictions" and the right of the Board to promulgate and adopt reasonable rules and regulations pertaining to the use of the Common Area, which in the sole discretion of the Board shall serve to promote the safety and convenience of the users of the Common Area and will be in the interests of the Association members and the Development, as a whole, including, without limitation on the foregoing, making the Common Area available for use by churches, school boards, other community and civic organizations, and the community at large, with or without charge.

F. All lots bordering on Nobles Pond shall be subject to a reserved pond-front easement, the width of which is fifty (50) feet, measured perpendicular to the Nobles Pond shoreline at normal water level elevation, and extending inland, which extends entirely across the lakeshore width of each such lot. Such easement may be used for the care, maintenance and upkeep of Nobles Pond and the shoreline thereof.

G. Boats and docks along the Nobles Pond shoreline will not be permitted, except in the Park, without the express written consent of the Association.

H. No water shall be drawn or pumped from Nobles Pond or from shallow dug wells within 100 feet of Nobles Pond.

I. Authority to Convey Common Area:
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 Common Area 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 installation, operation and maintenance of utility services. Any other conveyance or dedication of Common Area 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 I, 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.

J. Authority to Borrow Funds: The Association shall have the power and authority to borrow money for the purpose of improving the Common Area 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.

8. LIMITS, MODIFICATIONS AND ENFORCEABILITY

A. WILLMOLL 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 signed by owners of two thirds of the lots within The Woods No.1, at Nobles Pond 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. If by reason of the shape, dimension, or topography, of any lot or for any other reason satisfactory to WILLMOLL, the enforcement of the provision of these restrictions would work a

hardship, WILLMOLL may modify such provisions. Such modification shall be granted by WILLMOLL if such modification will not do material damage to any adjacent lot or property. Requests for modifications must be submitted to WILLMOLL in writing with the sufficient plans, specifications, and evidence required or requested by WILLMOLL to render a modification. Construction or improvement shall not commence until written approval is granted by WILLMOLL.

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 WILLMOLL, 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 and the protection of all present and future owners of any part of the subdivision. Failure of WILLMOLL 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 WILLMOLL, its successors or assigns to enforce said restrictions or to prevent violations thereof shall in no event make WILLMOLL, its successors or assigns liable for such failure, refusal or neglect.

9. ASSESSMENTS

A. 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. For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Common Areas,

the subdivision entrance walls and signs, and fences around the exterior of the development, the Association shall fix and assess a yearly assessment against each lot owner in the Development. In making each assessment, the Association shall allocate a fair pro-rated share to each of the subdivisions within the Development. The annual assessment for each of the subdivisions of the Development shall be divided equally among and be assessed equally against each lot or proposed lot within the particular subdivision.

C. 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.

D. Suspension of Right to Use Common Property: The Association shall have the power and authority to suspend the right of any Association member (and the privilege of any person claiming through such Association member) of use of the Common Area for any period during which the annual assessment under Paragraph B hereof, or any installment thereof, remains overdue and unpaid by such Association member, or in connection with the enforcement of any covenant, condition or restriction imposed hereunder, of any rules or regulations relating to the use of such facilities, or of any covenants, conditions, restrictions, rules or regulations relating to the use of any portion of the Development.

10. 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 WILLMOLL 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 "The Restrictions" is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.

11. 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 WILLMOLL with Recorder of Stark County, Ohio.

12. 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.

13. RIGHTS OF MORTGAGE

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.

14. MUTUALITY

All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of WILLMOLL, the Association, and the Grantees 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.

15. WILLMOLL ACTING AS ASSOCIATION OR BOARD

Until such time as all the lots in The Villages have been sold to individuals or entities other than WILLMOLL, or an entity controlled by WILLMOLL, or at such earlier time as WILLMOLL may elect, WILLMOLL may, in its discretion, exercise all rights granted herein to the Association or the Architectural Review Board.

IN WITNESS WHEREOF, these reservations, covenants, restrictions and conditions have been duly signed, acknowledged and delivered by WILLMOLL Development Company, the sole owner of development this 15th day of JANUARY, 1990.

Signed and acknowledged in the presence of:

[Signature]
[Signature]

WILLMOLL DEVELOPMENT COMPANY
An Ohio General Partnership

[Signature]
By Robert J. DeHoff, Partner
[Signature]
By Theodore V. Boyd, Partner

Before me, a Notary Public in and for said county and state, personally appeared the above named Willmoll Development Company, an Ohio general partnership, by Robert J. DeHoff and Theodore V. Boyd all of its partners, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed of them individually and as said partners and that they are duly authorized herein.

In witness whereof, I have set my name and official seal this 15th day of January, 1990.

[Signature]
Notary Public

Holly Shew Hays
Notary Public - State of Ohio
My Commission Expires Oct 20, 1991

RECORDED THIS DATE
90 JAN 17 PM 1:57
JANET WEAVER CREIGHTON
STARBUCK COUNTY RECORDER
FEE 50.00