SARATOGA HILLS NO. 1

Plain Township

Stark County, Ohio

COVENANTS, CONDITIONS, AND RESTRICTIONS

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COVENANTS, CONDITIONS AND RESTRICTIONS
SARATOGA HILLS NO. 1

Lot 7 through and including Lot 60
Blocks A, C, D, E, F and G

McKinley Development Company, Ltd., an Ohio limited liability company (hereinafter the "Developer"), being the owner and developer of Lot 7 through and including Lot 60 in Saratoga Hills No. 1 (each hereinafter a "Lot" or collectively the "Lots") and Block "A", Block "C", Block "D", Block "E", Block "F" and Block "G" in Saratoga Hills No. 1 (the aforementioned Lots and Blocks are collectively referred to herein as the "Property"), an allotment described in an instrument recorded as Official Records Imaging No. 200407120049965, of the Stark County, Ohio, Records, does hereby establish the within Covenants, Conditions and Restrictions (hereinafter the "Restrictive Covenants") running with the land covering all of the Property as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors, and assigns, and for the benefit and protection of all the present and future owners of property in Saratoga Hills (as hereinafter defined) and the Saratoga Hills Homeowners Association, Inc. (hereinafter the "Association").

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

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

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

2. Any dwelling erected in Saratoga Hills No. 1 shall adhere to and comply with the following requirements:

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

i. Type. Single family dwelling may be a one-story, a two-story, or Cape Cod design.

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(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) 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) 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.

(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 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 1,700 square feet

(2) Two Story 2,000 square feet above ground

(3) Cape Cod 1,900 square feet with not less than 1,000 square feet in the first floor living area

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

iv. Roof. The roof shall have a minimum pitch of six-twelfths (6/12), with the exception of roofs over garages and porches which may be five-twelfths (5/12).

B. A hard surfaced driveway of concrete, asphalt, brick, or other impervious surface shall be constructed on each Lot no later than six (6) months from the time of occupancy of the Lot for residential purposes. The slope of the driveway between the curb and the Lot line cannot exceed five inches (5″) of vertical rise.

C. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications, and profiles for Saratoga Hills No. 1. The drive slope requirement in subsection B above is part of this regulation.

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

E. The same home front elevation cannot be constructed within three (3) Lots of an identical structure. Repetitious designs shall not be constructed across the street from a home with the same front elevation.

F. The owners or their assigns shall, within three (3) months of occupancy of their Lot for residential purposes, construct on said Lot a sidewalk which shall be four feet (4′) wide, four inches (4″) deep, constructed of concrete (six [6] sack limestone mix) and meet the specifications of Stark County and shall span the width of the Lot and connect with the sidewalk constructed on adjoining Lots on each side of the Lot. In instances where owners or their assigns purchase a Lot to be utilized as additional yard area for another Lot, such owner shall construct the required sidewalk on said Lot within three (3) months after acquisition of such additional Lot.

G. In the construction of improvements on said premises, no activities or any action will be taken which will cause Developer to be in violation of the NPDES permit for the allotment or any violation of the erosion and sediment control plans and any other relevant plans and more specifically will not permit sediment to be discharged

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on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of Developer at 821 South Main Street, North Canton, Ohio 44720, and in the offices of GBC Design, Inc. at 3378 West Market Street, Akron, Ohio 44333-3386. The Builder agrees to submit an individual lot notice of intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-0149.

H. The Lot owners shall maintain a general good appearance of the Lots and shall in no case allow weeds to grow on any part of said Lot, including easements reserved for public utilities and the land lying between the front Lot line and the road improvement. A finish lawn shall be planted and established within six (6) months after occupancy of the Lot for residential purposes.

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

i. Such buildings shall be of wood construction, painted white or the major color of the siding on the residence, with an asphalt shingle roof matching the roof on the residence, and shall be of a construction size not less than eighty (80) square feet, no more than one hundred (100) square feet, and shall not be more than eight feet (8′) in height.

ii. Such "mini barns" shall be constructed at a location at the rear Lot line of each respective Lot but not located closer than five feet (5′) to any Lot line.

iii. Such "mini barns" shall be maintained and in good state of repair. No more than one (1) mini barn per Lot is permitted and such "mini barns" shall only be permitted on Lots that otherwise contain a residence.

iv. All structures constructed in Saratoga Hills No. 1 shall conform to setback requirements and other requirements as established by Plain Township.

No manufactured home, industrialized unit, or mobile home of any kind shall be placed, erected, located, or maintained on any Lot. A manufactured home is defined as a building unit or assembly of closed construction that is fabricated in an

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off-site facility. An industrialized unit is defined as a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. An industrial unit includes units installed on a Lot as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. A mobile home is defined as a building unit or assembly of closed construction that is fabricated at an off-site facility, is built on a permanent chassis, and is transportable in one or more sections.

J. There shall be no exposed block on any dwelling. Accordingly, there shall be a brick, stone or cultured stone band on all elevations. On Lots suitable for a walk-out basement, the rear elevation may be framed and sided from the basement floor upward, but shall have a brick, stone or cultured stone band. "Quick Brick" is not permitted.

K. Brick or stone chimneys are permitted but not required. Vinyl sided chases for direct vent fireplaces are permitted on the rear and side (end) elevations. "Bump-outs" are not permitted. A "through-the-wall" vent with no chase is permitted on the rear elevation only.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on any Lot in the front yard or side yard. No fence shall be built or permitted in the rear yard of any Lot the height of which exceeds six feet (6′). No fence shall be of wire, chain link or cedar construction. "Invisible" fences are encouraged for pet containment. All fences shall be approved in writing by the Developer prior to installation.

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

6. No excavation for the purpose of securing sand or gravel shall be permitted on the Property, except such excavation as is necessary for construction of a dwelling and only to the extent necessary for buildings to be located on a Lot.

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

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

9. No chickens, turkeys, geese, or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, may be kept on a Lot. No animals, chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon the Property. No nuisance of any kind shall be maintained or allowed on the Property, and no use thereof shall be made or permitted that is noxious or dangerous to health. Developer shall have full authority to determine what constitutes a nuisance.

10. No satellite dishes shall be permitted, except those less than twenty inches (20″) in diameter and not visible from the street, and no TV or other antennas shall be erected. In the event that it is determined the Federal Communication Commission, pursuant to its rule-making power as set forth at Section 207 of the Telecommunications Act of 1996 has the right to pre-empt this covenant, the maximum sized satellite dish which will be permitted shall be the minimum sized dish as provided for by the relevant rule. Also in such event, the Developer or the Association shall have the right to regulate the location and manner of installation of said satellite dishes.

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

12. There shall be no above-ground swimming pools, except small (maximum forty-eight inches [48″] in diameter) portable pools for children.

13. On corner Lots, with the exception of a home with a side entry garage, a minimum of four (4) windows are required on the end elevation facing the street. On interior Lots, one (1) window is required on the elevation opposite the garage.

14. The undersigned has organized Saratoga Hills Homeowners Association, Inc., an Ohio not-for-profit corporation, to act as the homeowners' association for the allotment, whose membership shall consist of the owners of lots in all phases (current and future) of Saratoga Hills allotment (collectively the "Saratoga Hills").

A. Each and every owner in Saratoga Hills by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of the Association, which is organized for the protection and benefit of all such owners, subject to and limited by the provisions of these Restrictive Covenants, the Bylaws of the Association (hereinafter the "Bylaws") and the rights and powers of, and the rules and regulations hereafter established by the Association.

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B. The objectives of the Association shall be the enforcement of these Restrictive Covenants (and the restrictive covenants of all future phases of Saratoga Hills, if any) and the restrictions, the ownership and maintenance of the common areas to be established within the Property (the "Common Areas"), and the ownership and maintenance of the improvements on the Common Areas (the "Common Amenities") as the Association may deem advisable. For doing such, the Association shall obligate each lot in Saratoga Hills for the payment of an annual assessment and other assessments of such amounts as may be fixed by the Association. Said annual assessment shall be paid annually and in advance of the first day of April of each year. The funds thus obtained shall be used for Association purposes, including but not limited to the following; (i) organizing, operating, administering and maintaining the Association; (ii) meeting the objectives of the Association; (iii) maintaining, repairing, operating, landscaping, improving, or cleaning of the Common Areas and the Common Amenities, as applicable, as the Association may determine, and, (iv) maintenance, repair and/or replacement of streetlights. Until control of the Association has been relinquished by the Developer to the lot owners within Saratoga Hills, the Developer or its successors and assigns shall have and may exercise, at its option, all of the rights of the Association (as such rights are established in these Restrictive Covenants, in the Bylaws or under Ohio law), including, without limitation, the right of assessment, and the Developer or its successors and assigns may utilize all funds thus obtained for any Association purpose or objective. At a future date selected by Developer, in its sole discretion, Developer, or its successors and assigns, may relinquish control of the Association to the lot owners within Saratoga Hills. For purposes of these Restrictive Covenants and the development of Saratoga Hills, "Common Areas" and "Common Amenities" may also include property not owned by the Association but otherwise dedicated, by easement or otherwise, to the benefit, use and/or enjoyment of the Association and its members.

- prorate by move in

completion of phase 1

actual fee needs included

Beginning in 2005, Developer will construct on the Property a clubhouse (the "Clubhouse"), two (2) swimming pools (one adult pool and one children's pool) (collectively the "Pools"), a playground (the "Playground") and a parking lot, all to be utilized by the Lot owners and lawful occupants of Saratoga Hills for recreational and social purposes pursuant to the terms herein, the Bylaws and any rules or regulations adopted by Developer and/or the Association. The Clubhouse, Pools, Playground and parking lot will be a Common Amenities located within Common Area and all costs and expenses for maintenance, repairs, operation, insurance, taxes, utilities and other costs and expenses incurred in connection with such Common Amenities shall be Association expenses (both prior to and after relinquishment of control of the Association by Developer) to be paid by the Lot owners through Association assessments. Prior to the time that the Common Area containing a Common Amenity is deeded to the Association. The Association shall insure the Common Amenities for the full replacement thereof. The cost of such insurance shall be paid by the Lot owners as a part of the Association assessments. Developer, in its sole discretion, may also construct a baseball field, basketball court, tennis court, volleyball court and/or shuffle board court as Common Amenities in Saratoga Hills. Developer, however, shall have no obligation to construct or furnish such additional Common Amenities.

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The Association, through its Board of Directors, shall have all authority to manage, maintain, operate, repair, replace, alter and improve the Common Amenities and Common Areas and to assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by law for a non-profit corporation. Notwithstanding the foregoing, any proposed alterations, additions, construction, remodeling or improvements to the Common Amenities or Common Areas must be first approved in writing by Developer.

Developer shall have and hereby reserves the non-exclusive right to use the Common Amenities and Common Areas for marketing purposes until the last lot in Saratoga Hills has been sold by Developer. (of entire project or particular phase)

C. As may be further provided in the Bylaws, payment of the assessments for a Lot shall commence upon the earlier of: (i) transfer of title of such Lot to the Lot owner by the builder of the dwelling thereon; or (ii) the occupancy of the dwelling on such Lot as a residence, whether occupied by the builder or by a third party. In addition to pro-rated assessments due for the month/year in which a Lot owner closes upon the acquisition of their Lot or the dwelling Unit is occupied for residence purposes, Lot owners shall also be required to pay a non-refundable initial working capital contribution to the Association at the closing upon their purchase of their Lot. Such initial working capital contribution shall be in amount established by the Developer and shall not be refundable to the Lot owner or any party for any reason, including, without limitation, upon the re-sale of the Lot. Developer, and any builder who purchases Lots from Developer for purposes of construction of dwellings thereon, shall not be required to pay such initial working capital contribution for such Lots. Any builder who occupies or permits occupation of a dwelling for residential purposes after construction thereof, however, shall be required to pay such assessments and initial working capital contribution at the time of such residential occupancy. The initial working capital contribution collected hereunder may be utilized for any purpose that Assessments may otherwise be utilized by the Association. Notwithstanding any provision herein to the contrary, Developer shall have no liability to pay assessments for Lots.

D. By acceptance of the deed to a lot or tract of land in Saratoga Hills, the grantees do grant to the Association, and until relinquishment of control of the Association by the Developer to the lot owners, the Developer, the right to place a "notice of lien" against any lot(s) or tract(s) owned by grantee in Saratoga Hills upon the grantee becoming delinquent in the payment of any assessments levied against their lots in Saratoga Hills pursuant to these Restrictive Covenants and any amendments or modifications hereto or thereto.

E. The Developer shall install streetlights in Saratoga Hills. The cost of operation of said streetlights shall be either included in a street lighting district and paid with the real estate tax bill for each Lot, the subject of an assessment by Plain Township

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against individual Lots, or shall be the responsibility of the Association for Saratoga Hills.

F. Street trees shall be provided by the Developer along the street right of way. The street trees shall not be moved except by the Developer. The Lot owner is expressly prohibited from relocating or removing street trees from their original locations. The Developer shall guarantee the street trees for a period of one (1) year commencing on the date of installation. After such one (1) year period, damaged or dead street tree(s) shall be replaced by the Lot Owner at the Lot owner's expense.

15. Erection or maintenance of any signs, billboards or advertising devices of any kind is prohibited except: (a) signs not larger than ten (10) square feet for offering a Lot for sale shall be permitted on the Lot to be sold (one per Lot); (b) home builders and general contractor signs shall be permitted which are not larger than ten (10) square feet (one per Lot) and only until the Lot is sold. The configuration of homebuilder and general contracting signs shall be at the sole discretion of Developer. Nothing herein contained shall limit Developer's right to place entry signs to Saratoga Hills or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of Developer. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

16. The Developer hereby discloses to prospective purchasers of Lots and all interested parties:

A. Certain Lots have been reserved for builder's model homes, sales centers and parking areas.

B. Developer has donated Lot 1 through and including Lot 6 in Saratoga Hills No. 1 to the Stark County Park District. Such Lots include a Century Home and Barn. Stark County Park District plans to restore the Barn and use the site as an Interpretive Educational Center and Trail Head.

C. Developer, for itself and its successors and assigns, has granted to Richard Kiko, his heirs, executors, successors and assigns (collectively hereinafter "Kiko"), for use by Kiko and Kiko's licensees and invitees, an easement appurtenant to real property owned by Kiko and adjacent to Saratoga Hills (hereinafter the "Kiko Property"), for the unobstructed passage of all aircraft, by whomsoever owned and operated together with the right to cause in all air space above the surface of Saratoga Hills such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Kiko Property; and Developer has fully waived and released any right or cause of action which Developer

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has or which Developer may have in the future against Kiko, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Kiko Property.

In addition thereto, the easement and right of way granted to Kiko include the continuing right of Kiko to prevent the erection or growth upon Saratoga Hills, within three hundred feet (300') of the Kiko Property, of any building, structure, tree, or other object extending into the air space greater than fifty feet (50') above the existing grade on Saratoga Hills. The easement and right of way granted to Kiko also include the continuing right of Kiko to prevent the erection or growth upon the balance of Saratoga Hills of any building, structure, tree, or other object extending into the air space greater than seventy-five (75') above the existing grade on Saratoga Hills. Kiko shall have the right to remove or cause the removal of any building, structure, tree or other object violating said height restrictions, or at the sole option of Kiko, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Saratoga Hills, together with the right of ingress to, egress from, and passage over Saratoga Hills for the above purposes.

Said easement and right of way, and all rights appertaining thereto shall exist in favor of Kiko, his heirs, executors, successors and assigns, until Kiko's private air strip on the Kiko Property shall be abandoned and shall cease to be used for private airport purposes.

D. Developer, its successors, grantees and assigns and each and every owner of any title derived immediately or remotely from Developer, shall maintain as many of the existing trees with a trunk diameter greater than six inches (6") within a twenty (20) foot wide strip along portions of the east and south property line of Saratoga Hills adjacent to existing residential homes located on Forestview Street; Pinetree Avenue; Northern Avenue; Mehaffie Road; and Kalurah Street, and shall construct and maintain a landscaped earthen mound along the remaining portions of the east and south property line of Saratoga Hills adjacent to existing residential homes located on Forestview Street; Pinetree Avenue; Northern Avenue; Mehaffie Road; and Kalurah Street . The mound shall be constructed in a landscaped strip, not less than twenty (20) feet in width, and the mound shall be landscaped with evergreen plant material of no less than four (4) to six (6) feet in height and approximately eight (8) to ten (10) feet apart, in a staggered manner. An existing homeowner abutting Saratoga Hills adjacent

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to existing residential homes located on Forestview Street; Pinetree Avenue; Northern Avenue; Mehaffie Road; and Kalurah Street, along this buffer area shall have the option of the existing hardwood trees or the landscaped mound as the same may be reasonably accomplished in maintaining an appropriate aesthetic appearance for the entire buffer area.

E. Notwithstanding any provision in these Restrictive Covenants to the contrary, Developer, for itself and its successors and assigns, hereby reserves the right to sell, donate and/or transfer any portion of the common area Blocks (except the clubhouse, pools and playground) to third parties. Further, Developer, for itself and its successors and assigns, hereby reserves the right to grant easement or other rights to third parties in any portion of the common area Blocks and reserves the right to encumber such common areas Blocks. In this regard, Developer specifically reserves the right to unilaterally release all or any portion of the common areas Blocks from the terms and provisions of these Restrictive Covenants.

17. 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 filling, grading, or installation of drainage facilities. Developer hereby reserves for itself, and its contractors, employees, agents, representatives, successors and assigns, a perpetual easement and right-of-way for access, ingress and egress to, over, upon and under the Property for purposes of completing any and all development activities on the Property as determined by Developer, including, but not limited to, construction, grading, excavation, maintenance, seeding and landscaping those portions of the Property upon which Developer will complete development activities, in its sole discretion. No party will cause or permit any part of the Property to be obstructed so as to prohibit Developer's development activities on the Property. Entry onto Lots and the Property for such purposes shall not be deemed a trespass.

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

19. All of the provisions of this instrument shall be deemed as restrictive covenants binding upon and running with the land, and shall be binding on all owners of any part of the Property and all persons claiming under them until January 1, 2025, and shall be automatically extended beyond that date for successive ten (10) year periods unless and appropriate instrument signed by 75% of the then-owners of lots in Saratoga Hills has been recorded, agreeing to change said covenants in whole or in part. In the

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event that any provision herein contained is judicially or otherwise determined to be unenforceable, said determination shall in no way effect the validity and enforceability of each and every other provision.

20. Developer reserves for itself, its successors, and assigns the right to amend, change, cancel, or add to any or all of the aforementioned provisions; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these Restrictive Covenants when it deems such course of action advisable for the betterment of the allotment. No other amendment, change, cancellation, or addition shall be made unless an appropriate instrument signed by the then-owners of 75% of the lots in Saratoga Hills has been recorded, agreeing to such amendment, change, cancellation, or addition.

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

McKinley Development Company, Ltd.
an Ohio limited liability company

By _____
Robert J. DeHoff, Member

By _____
William J. Lemmon, Member

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STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named McKINLEY DEVELOPMENT COMPANY, LTD., by Robert J. DeHoff, its Member, and William J. Lemmon, its Member, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said company, and the free act and deed of them personally and as such members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 15 day of December, 2004.

Notary Public

This instrument prepared by:
Brian C. Cich, Esq.
Black, McCuskey, Souers & Arbaugh
1000 Unizan Plaza
220 Market Avenue South
Canton, Ohio 44702
(330) 456-8341

NOTARIAL SEAL STATE OF OHIO

THOMAS W. WINKHART
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 ORC

G:\bcc\McKinley Dev\Saratoga\Saratoga Hills Covenants (bmsa clean rev 11-29-04).doc

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and entered into on the 1ST day of December, 2004 by **McKINLEY DEVELOPMENT COMPANY, LTD.** (hereinafter "McKinley).

WHEREAS, McKinley is the owner, in fee simple, of approximately 208 acres of real estate situated in Plain Township, Stark County, Ohio, and more specifically described in "Exhibit A" attached hereto and made a part hereof (the "Subject Premises").

NOW THEREFORE, McKinley, does for itself, its respective successors, grantees and assigns, and for each and every owner of any title derived immediately or remotely from McKinley in the Subject Premises, adopt the following enumerated covenants and restrictions and declare that the same shall be set forth or incorporated by reference in all instruments of conveyance for the Subject Premises, as follows:

1. DEVELOPMENT PLAN: McKinley shall develop the Subject Premises substantially in accordance with the development site plan prepared by Kerr-Boron (the "Development Plan") on file with Plain Township in Zoning Reclassification Case No. PL #6, 2002 and substantially in accordance with any subsequently approved preliminary and/or final plats for all or apportion of the Subject Premises.

2. DEVELOPMENT AMENITIES: McKinley shall develop the Subject Premises to include each of the following development amenities substantially in accordance with the Development Plan:

   a. Boulevard Entrance with ponds, decorative fencing, *Saratoga Hills* signage and landscaping;
   b. Sidewalks;
   c. Streetlights
   d. Street Trees;
   e. Walking Paths;
   f. Landscaped Buffer Zones;
   g. Outdoor resident pool;

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h. Clubhouse with picnic gazebo;

i. Playground;

j. Standardized mailboxes; and

k. Open Space.

3. MINIMUM LOT SIZES OF BUFFER LOTS: As set forth on the Development Plan, McKinley shall plat lots comprised of approximately 20,000 sq. ft., as required under the R-R zoning classification, along the east and south property lines of the Subject Premises adjacent to existing residential homes.

4. LANDSCAPE BUFFER AND TREE CONSERVATION: McKinley, its successors, grantees and assigns and each and every owner of any title derived immediately or remotely from McKinley, shall maintain as many of the existing trees with a trunk diameter greater than six inches (6") within a twenty (20) foot wide strip along portions of the east and south property line of the Subject Premises adjacent to existing residential homes, and shall construct and maintain a landscaped earthen mound along the remaining portions of the east and south property line of the Subject Premises adjacent to existing residential homes. The mound shall be constructed in a landscaped strip, not less than twenty (20) feet in width, and the mound shall be landscaped with evergreen plant material of no less than four (4) to six (6) feet in height and approximately eight (8) to ten (10) feet apart, in a staggered manner. A homeowner abutting the Subject Premises along this buffer area shall have the option of the existing hardwood trees or the landscaped mound as the same may be reasonably accomplished in maintaining an appropriate aesthetic appearance for the entire buffer area.

5. COOPERATION REGARDING CUL-DE-SAC CONSTRUCTION: McKinley shall cooperate with the Plain Township Trustees and the Stark County Commissioners with respect to the possible vacation of certain temporary cul-de-sacs in favor of making the same permanent cul-de-sacs such that certain roads between the existing subdivisions and the Subject Premises would not become through streets.

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6. DURATION OF COVENANTS AND RESTRICTIONS. These covenants and restrictions shall remain in effect for a period of twenty (20) years from the date of the recording of the within Declaration.

7. BINDING EFFECT. These covenants and restrictions shall run with the land and shall be binding on McKinley, its successors, grantees and assigns and each and every owner of any title derived immediately or remotely from McKinley.

8. ENFORCEMENT. If McKinley, its successors, grantees and assigns and each and every owner of any title derived immediately or remotely from McKinley, or any person bound hereby shall violate or attempt to violate any of the covenants, restrictions, or requirements set forth herein, it shall be lawful for Plain Township, Ohio to prosecute any proceedings at law or in equity against the entity, person or persons violating or attempting to violate any such covenant, restriction or obligation contained herein, and to require specific performance.

9. INVALIDATION. Invalidation of any portion of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

10. MODIFICATION OF DECLARATION. The obligations of McKinley hereunder can be modified only by an agreement by and between Plain Township, Stark County, Ohio and McKinley or its successors and assigns.

IN WITNESS WHEREOF, McKinley, by its duly authorized members, has caused this instrument to be executed on the date and year first above written.

McKINLEY DEVELOPMENT COMPANY, LTD, an Ohio limited liability company

By: _____
Robert J. DeHoff, Member

By: _____
William J. Lemmon, Member

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STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named McKINLEY DEVELOPMENT COMPANY, LTD, an Ohio limited liability company, by Robert J. DeHoff, Member and William J. Lemmon, Member, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 15th day of December, 2004.

Notary Public

THOMAS W. WINKHART
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 ORC

This instrument prepared by:

Thomas W. Winkhart, Esq.
801 South Main Street
North Canton, OH 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

G:\bcc\McKinley Dev\Saratoga\Declaration of Covenants and Restrictions (bmsa clean rev 11-22-04).doc

EXHIBIT "A"

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Situated in the Township of Plain, County of Stark and State of Ohio:

Known as and being all of a 145.65 acre tract of land, all of a 36.00 acre tract of land, all of a 20.00 acre tract of land and all of a 5.1 acre tract of land as recorded in Deed Volume 3359 page 328 and Official Record Volume 579 page 206 of the Stark County Deed Records and all of a 0.164 acre tract of land as recorded in Official Record Volume 274 page 531 of said deed records. The subject tracts are presently owned by James H. Boettler, Eugene G. Boettler and Charles L. Boettler and are located in part of the Southeast Quarter of Section 2, part of the Northeast Quarter of Section 11 and part of the Northwest and Northeast Quarters of Section 12 in Township - 11 (Plain Township) Range - 8 of Stark County, Ohio and being more particularly bounded and described as follows:

Beginning for the same at a point, marked by a monument found, at the southeast corner of the Northeast Quarter of Section 11 in Plain Township and being the true place of beginning for the tract of land herein to be described;

Thence N 82° 52' 48" W on a portion of the south line of said Northeast Quarter Section a distance of 1324.43 feet to a point, at the southeast corner of a 26.61 acre tract of land now or formerly owned by L.J. and M.J. Blend, Trustees as recorded in Official Record Volume 970 page 624 of the Stark County Deed Records, said point is reference by a 1/2 inch iron bar set at N 26° 54' 53" W - 45.66 feet;

Thence on the east line of said 26.61 acre L.J. and M.J. Blend, Trustees tract of land the following six (6) courses:

1. N 26° 54' 53" W passing over a 1/2 inch iron bar set at 45.66 feet, a total distance of 295.66 feet to a point, marked by a 1/2 inch iron bar set;

2. Thence N 33° 35' 07" E a distance of 297.00 feet to a point, marked by a 1/2 inch iron bar set;

3. Thence N 52° 05' 07" E a distance of 140.58 feet to a point, marked by a 1/2 inch iron bar set;

4. Thence N 00° 54' 53" W a distance of 165.00 feet to a point, marked by a 1/2 inch iron bar set;

5. Thence N 14° 09' 53" W a distance of 609.84 feet to a point, marked by a 1/2 inch iron bar set;

6. Thence N 56° 50' 29" E continuing on a portion of the east line of said 26.61 acre tract of land and its northerly extension a distance of 595.32 feet to a point, marked by a 1/2 inch iron bar set;

Thence N 09° 10' 32" E on a portion of the east line of a 13.29 acre tract of land now or formerly owned by J.W. and F.A. Klingaman as recorded in Official Record Volume 910 page 804 of the Stark County Deed Records, passing over a 1/2 inch iron bar set at 160.00 feet, a total distance of 211.20 feet to a point;

Thence N 46° 39' 32" E on a portion of the southeast line of said 13.29 acre J.W. and F.A. Klingaman tract of land a distance of 934.03 feet to a point, marked by a 1/2 inch iron bar set, on the north line of the Northeast Quarter of Section 11 in Plain Township;

Thence S 83° 05' 01" E on a portion of the north line of said Northeast Quarter Section, the same being a portion of the south line of a 14.46 acre tract of land now or formerly owned by R.L. and J.L. Weisel as recorded in Deed Volume 3086 page 547 of the Stark County Deed Records a distance of 85.13 feet to a point, marked by a 1/2 inch iron bar set, at the southwest corner of a 0.164 acre tract of land now or formerly owned by E.G. Boettler Et. al. as recorded in Official Record Volume 274 page 531 of said deed records;

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LEGAL DESCRIPTION CONTINUATION

Thence N 24° 57' 46" E on the west line of said 0.164 acre E.G. Boettler Et. al. tract of land a distance of 32.18 feet to a point, marked by a 1/2 inch iron bar set;

Thence S 83° 05' 01" E on the north line of said 0.164 acre tract of land a distance of 228.71 feet to a point, marked by a 1/2 inch iron bar set, at the northeast corner of said 0.164 acre E.G. Boettler Et. al. tract of land;

Thence S 06° 54' 59" W on the east line of said 0.164 acre tract of land a distance of 30.60 feet to a point, marked by a 1/2 inch iron bar set, on the north line of the Northeast Quarter of Section 11 in Plain Township;

Thence S 33° 04' 00" E on the west line of a 0.164 acre tract of land now or formerly owned by R. & J. Weisel as recorded in Official Record Volume 274 page 534 of the Stark County Deed Records, passing over a 5/8 inch iron bar found at 82.99 feet, a total distance of 112.99 feet to a point, marked by a cotton gin gear set, on the centerline of Werner Church Road N.E. (C-190) (60 feet wide) as established by Road Record 'C' page 116 of the Stark County Road Records;

Thence N 56° 33' 29" E on a portion of centerline of said Werner Church Road N.E. a distance of 41.14 feet to a point, marked by a Railroad Spike found, at a deflection point in said centerline;

Thence N 50° 19' 27" E continuing on a portion of the centerline of Werner Church Road N.E. a distance of 82.67 feet to a point, marked by a 1/2 inch iron bar set, on the north line of the Northwest Quarter of Section 12 in Plain Township;

Thence S 83° 10' 18" E on a portion of the north line of said Northwest Quarter Section, passing over a 1/2 inch iron bar set at 41.36 feet, a total distance of 2562.36 feet to a point, marked by a monument found, at the northwest corner of the Northeast Quarter of Section 12 in Plain Township;

Thence S 82° 35' 56" E on a portion of the north line of said Northeast Quarter Section, passing over a 1/2 inch iron bar set at 1091.48 feet, a total distance of 1341.48 feet to a point, at the northwest corner of a 14.284 acre tract of land now or formerly owned by Mehaffie, Trust as recorded in Official Record Volume 181 pages 818 and 819 of the Stark County Deed Records;

Thence S 06° 16' 44" W on a portion of the west line of said 14.284 acre tract of land a distance of 680.73 feet to a point, referenced by a 1/2 inch iron bar set N 82° 44' 25" W - 250.00 feet;

Thence N 82° 44' 25" W on the easterly extension of and the centerline of Boettler Street N.E. a distance of 2310.70 feet to a point, marked by a cotton gin gear set, at the northwest corner of a 1.0 acre tract of land now or formerly owned by T. and D. Mariol as recorded in Deed Volume 3950 page 439 of the Stark County Deed Records,

Thence S 06° 13' 21" W on the west line of said 1.0 acre T. and D. Mariol tract of land and the west line of Winchester Hills Allotments No. 3, No. 4 and No. 5 a distance of 1990.56 feet to a point, marked by a 1/2 inch iron bar set, on the south line of the Northwest Quarter of Section 12 in Plain Township, at the southwest corner of lot 178 in said Winchester Hills Allotment No. 5 as recorded in Plat Book 49 pages 142 and 143 of the Stark County Plat Records;

Thence N 82° 55' 18" W on a portion of the south line of said Northwest Quarter Section a distance of 1672.55 feet to a point, marked by a monument found, at the southeast corner of the previously stated Northeast Quarter of Section 11 in Plain Township, being the true place of beginning and containing a total area of 208.2932 acres of land more or less, of which 0.1642 acre is within the Southeast Quarter of Section 2, 69.7104 acres are within the Northeast Quarter of Section 11, 117.4280 acres are within the Northwest Quarter of Section 12 and 20.9906 acres are within the Northeast Quarter of Section 12 in Plain Township.

There are 2.5849 acres within the roadway right-of-way of Boettler Street N.E. and 1.8587 acres within the roadway right-of-way of Werner Church Avenue N.E.

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Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

NOTE: Reference direction for bearing system used in the above description was established from the Record Plat of Winchester Hills Allotment No. 3 as recorded in Plat Book 46 page 145 of the Stark County Plat Records, using S 82° 44' 25" E for the centerline of Boettler Street N.E.

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AVIGATION EASEMENT

THIS AVIGATION EASEMENT is given and granted this 15 day of December, 2004 by **McKINLEY DEVELOPMENT COMPANY**, an Ohio limited liability company, ("McKinley") to **RICHARD KIKO** (hereinafter the "Grantee), his heirs, executors, successors and assigns, upon the terms and conditions set forth hereafter.

WHEREAS, McKinley is the owner in fee of a the parcel of land situated in the Township of Plain, County of Stark and State of Ohio, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "McKinley's Property").

WHEREAS, Grantee is the owner in fee of a the parcel of land situated in the Township of Plain, County of Stark and State of Ohio, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as "Grantee's Property").

NOW THEREFORE, in consideration of the sum of One Dollar and Other Valuable Consideration ($1.00 & OVC), the receipt and sufficiency of which is hereby acknowledged, McKinley, for itself, its successors and assigns, does hereby grant to Grantee, his heirs, executors, successors and assigns, for the use of the Grantee and his licensees and invitees, an easement appurtenant to Grantee's Property, for the unobstructed passage of all aircraft, by whomsoever owned and operated together with the right to cause in all air space above the surface of McKinley's property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on Grantee's Property; and McKinley does hereby fully waive and release any right or cause of action which McKinley may now have or which McKinley may have in the future against Grantee, his heirs, executors, successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on Grantee's Property.

In addition thereto, the easement and right of way hereby granted includes a continuing right in the Grantee to prevent the erection or growth upon McKinley's

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Property of any building, structure, tree, or other object extending into the air space greater than fifty feet (50') above the existing grade on McKinley's Property within three hundred feet (300') of the Grantee's Property and greater than seventy-five feet (75') on the balance of the McKinley Property. Grantee shall have the right to remove or cause the removal of any building, structure, tree or other object violating said height restriction, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon McKinley's Property, together with the right of ingress to, egress from, and passage over McKinley's Property for the above purposes.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, his heirs, executors, successors and assigns, until Grantee's private air strip shall be abandoned and shall cease to be used for private airport purposes.

IN WITNESS WHEREOF, the McKinley has hereunto set its hand this 15th day of December, 2004.

McKINLEY DEVELOPMENT COMPANY, LTD. an Ohio limited liability company

By: _____
Robert J. DeHoff, Member

By: _____
William J. Lemmon, Member

Documents Reviewed by Auditor's Transfer Office
"Transfer Not Necessary"

_____ 12/21/04
Deputy Auditor Date

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STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named MCKINLEY DEVELOPMENT COMPANY, LTD., an Ohio limited liability company, by Robert J. DeHoff, and by William J. Lemmon, its Members, who acknowledged that they did sign the foregoing instrument on behalf of said company, and that the same is the free act and deed of said company, and the free act and deed of them personally and as such Members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 15th day of December, 2004.

Notary Public

THOMAS W. WINKHART
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 ORC

This instrument prepared by:

Thomas W. Winkhart, Attorney at Law
801 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

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EXHIBIT "A"

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Known as and being all of a 145.65 acre tract of land, all of a 36.00 acre tract of land, all of a 20.00 acre tract of land and all of a 5.1 acre tract of land as recorded in Deed Volume 3359 page 328 and Official Record Volume 579 page 206 of the Stark County Deed Records and all of a 0.164 acre tract of land as recorded in Official Record Volume 274 page 531 of said deed records. The subject tracts are presently owned by James H. Boettler, Eugene G. Boettler and Charles L. Boettler and are located in part of the Southeast Quarter of Section 2, part of the Northeast Quarter of Section 11 and part of the Northwest and Northeast Quarters of Section 12 in Township - 11 (Plain Township) Range - 8 of Stark County, Ohio and being more particularly bounded and described as follows:

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Thence N 82° 55' 18" W on a portion of the south line of said Northwest Quarter Section a distance of 1672.55 feet to a point, marked by a monument found, at the southeast corner of the previously stated Northeast Quarter of Section 11 in Plain Township, being the true place of beginning and containing a total area of 208.2932 acres of land more or less, of which 0.1642 acre is within the Southeast Quarter of Section 2, 69.7104 acres are within the Northeast Quarter of Section 11, 117.4280 acres are within the Northwest Quarter of Section 12 and 20.9906 acres are within the Northeast Quarter of Section 12 in Plain Township.

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