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RESTRICTIVE COVENANTS

VOL 937 PAGE 901

ST. IVES NO. 1

The undersigned being the Owner and Developer of Lots 1 through 38 inclusive, in St. Ives No. 1, an Allotment described in Plat Book 56, Page 78, of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in St. Ives No. 1.

1. No lot or any part thereof shall be used for other than single family residential purposes. No lot shall be subdivided or any lot sold except as a whole, except that the undersigned 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.

2. Any dwelling or outbuilding erected in St. Ives 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, 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) 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) 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) 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 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 2000 Square Feet

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| (2) Two Story | 2200 Square Feet |
| (3) Split Level | 2000 Square Feet |
| (4) Cape Cod | 2200 Square Feet with not less than 1600 Square Feet in the first floor area |

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

B. A hard surfaced driveway of concrete, asphalt, brick or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property.

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

D. The lot owners shall maintain a general good appearance of said premises 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 seeded within six (6) months after occupancy of the residence.

E. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations. No structure of a temporary character, trailer, recreational vehicle, basement dwelling, tent, shack, barn or other outbuilding or commercial advertising signs or billboards shall be erected or located on said premises. "Mini-barns" may be constructed upon said premises 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, with an asphalt shingle roof, and shall be of a construction size not less than 64 square feet, no more than 100 square feet, and shall not be more than 10 feet in height.

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

iii. Such "mini-barns" shall be maintained and in a good state of repair.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40". The undersigned is exempted from the foregoing fence height restriction in the allotment entrance beautification easement areas described and reserved in Paragraph 13 below. No such fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

5. No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.
6. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.
7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.
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 said premises, except as necessary to the performance of work in constructing, repairing or servicing the dwelling house on the premises or it's appurtenances.
9. No turkeys, geese or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, may be kept on said premises. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health. Undersigned shall have full authority to determine what constitutes a nuisance.
10. Outside dish type satellite television reception devices are not permitted in the allotment. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.
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 portable inflated pools for children.
13. The undersigned has reserved for itself, its successors and assigns an easement on lots 2 & 3 for the purpose of constructing and maintaining a sign and ornamental plantings or landscaping to identify and beautify the entrance to the allotment. At such time as the undersigned forms a Homeowners' Association, said easement shall be assigned to the Homeowner's Association. Furthermore, until such time a Homeowners' Association is formed and elects to maintain the landscaping on lots 1,4,5,6,7,8 and 9, the lot owners shall maintain that portion of the landscaping located within the beautification easement on their individual lot.
14. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purposes 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. Entry into said property for such purposes shall not be deemed a trespass.
15. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes owner of any lot in this development, as well as the undersigned and its successors or assigns.
16. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall

be binding on all owners of any part of this development and all persons claiming under them until January 1, 2010, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.

17. The undersigned 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 the owners of a majority of the lots in the allotment has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged
in the presence of:

Mary Ellen
Victoria S. DeHoff

Mary Ellen
Victoria S. DeHoff

Mary Ellen

Jackie Johnston

ST. IVES LAND COMPANY

By Robert J. DeHoff
Robert J. DeHoff

By William J. Lemmon
William J. Lemmon

GRISEZ BROS., CO.
By T. C. Grisez, Inc. Partner

By Thomas C. Grisez
Thomas C. Grisez, President

By F. A. Grisez, Inc. Partner

By Frank A. Grisez
Frank A. Grisez, President

STATE OF OHIO:
:SS
STARK COUNTY:

Before Me, a Notary Public in and for said County and State, personally appeared the above named St. Ives Land Co., an Ohio General Partnership, by Robert J. DeHoff, William J. Lemmon and Grisez Bros. Co., a partnership, by Thomas C. Grisez, President of T.C. Grisez, Inc., partner, and By Frank A. Grisez, President of F.A. Grisez, Inc., partner, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said Partnership and their free act and deed as said Partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio this 22nd day of May, 1990.

Jackie Johnston
Notary Public

JACKIE JOHNSTON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 23, 1993

RECORDED THIS DATE
JANET WEIR CREIGHTON
STARK COUNTY RECORDER

90 MAY 25 AM 10:11

FEE 14.00

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RESTRICTIVE COVENANTS
ST. IVES NO. 2

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The undersigned being the Owner and Developer of Lots 39 through 73 inclusive, in St. Ives No. 2, an Allotment described in Plat Book 57, Page 36, of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in St. Ives No. 2.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling or outbuilding erected in St. Ives No. 2 shall adhere to and comply with the following requirements:

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

i. Type: Single family dwelling may be a one-story, a two-story, a split level, or 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) 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) 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) 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 the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

A True Certified Copy
JANE VIGNOS, Stark Recorder

By *Barbara Surmy* Deputy,

Date DEC 16 1991

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RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER

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FEE 14.00

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

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

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

B. A hard surfaced driveway of concrete, asphalt, brick or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property.

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

D. The lot owners shall maintain a general good appearance of said premises 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 seeded within six (6) months after occupancy of the residence.

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

i. Such buildings shall be of wood construction, painted white, with an asphalt shingle roof, and shall be of a construction size not less than 64 square feet, no more than 100 square feet, and shall not be more than a maximum of eight (8) feet in height.

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

iii. Such "mini-barns" shall be maintained and in a good state of repair.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40". The undersigned is exempted from the foregoing fence height restriction in the allotment entrance beautification easement areas described and reserved in Paragraph 14 below. No such fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

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

6. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.
7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.
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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances.
9. No turkeys, geese or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, may be kept on said premises. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health. Grantor shall have full authority to determine what constitutes a nuisance.
10. Outside dish type satellite television reception devices are not permitted in the allotment. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.
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 portable inflated pools for children.
13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 2.
 - (a) Each and every owner in St. Ives No. 2, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by said Homeowners' Association.
 - (b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.
 - (c) By acceptance of the deed to a lot or tract of land in St. Ives No. 2, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by Grantee in such allotment upon the Grantee becoming delinquent in the payment of any assessments levied against the lots

in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

14. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purposes 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. Entry into said property for such purposes shall not be deemed a trespass.

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

16. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2010, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.

17. The undersigned 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 the owners of a majority of the lots in the allotment has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged in the presence of:

Mary Bohnd
Norma Capocci

Mary Bohnd
Norma Capocci

Mary Bohnd
Norma Capocci

Mary Bohnd
Norma Capocci

ST. IVES LAND COMPANY

By: [Signature]
Robert J. DeHoff

By: [Signature]
William J. Lemmon

ENCORE HOMES, INC.

By: [Signature]
Frank A. Grisez, President

By: [Signature]
Thomas C. Grisez, Vice-Pres.

STATE OF OHIO:
:SS
STARK COUNTY:

Before Me, a Notary Public in and for said County and State, personally appeared the above named St. Ives Land Co., an Ohio General Partnership, by Robert J. DeHoff, William J. Lemmon and Encore Homes, Inc., by Frank A. Grisez, President and Thomas C. Grisez, Vice President, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said Partnership and their free act and deed as said Partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio this 19th day of July, 1991.

[Signature]
Notary Public
NORMA CAPOCCI
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 03/35

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FILE. FILE RESTRICTIONS
Alphabetical

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER

001584

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RESTRICTIVE COVENANTS
ST. IVES NO. 3

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The undersigned being the Owner and Developer of Lots 74 through 87 inclusive, in ST. Ives No. 3, an Allotment described in Plat Book 57, Page 109, of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in St. Ives No. 3.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling or outbuilding erected in St. Ives No. 3 shall adhere to and comply with the following requirements:

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

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

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(d) 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 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	2000 Square Feet	VOL 1151 PAGE 907
(2) Two Story	2200 Square Feet	
(3) Split Level	2000 Square Feet	
(4) Cape Cod	2200 Square Feet with not less than 1600 square feet in the first floor area.	

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

B. A hard surfaced driveway of concrete, asphalt, brick or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property.

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

D. The lot owners shall maintain a general good appearance of said premises 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 seeded within six (6) months after occupancy of the residence.

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

i. Such buildings shall be of wood construction, painted white, with an asphalt shingle roof, and shall be of a construction size not less than 64 square feet, no more than 100 square feet, and shall not be more than a maximum of 8' in height.

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

iii. Such "mini-barns" shall be maintained and in a good state of repair.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40." No such fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

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

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

7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances.

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

10. Outside dish type satellite television reception devices are not permitted in the allotment. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.

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 portable portable inflated pools for children.

13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 3.

(a) Each and every owner in St. Ives No. 3, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by said Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in St. Ives No. 3, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by Grantee in such allotment upon the Grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

14. Each and every owner of lots #74, 75, 76, 77, 78, 79, and 80, by virtue of ownership of their lot and the acceptance for recording of a deed for said lot agrees to maintain any landscape improvements in the thirty foot (30') beautification easement along the south edge of said lots to include mowing of grass, weeding and mulching of beds, and watering of plant material. In addition, each and every owner of said lots agrees to not remove any of the landscape improvements placed in the beautification areas.

15. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purposes 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. Entry into said property for such purposes shall not be deemed a trespass.

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

17. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2010, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.

18. The undersigned 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 the owners of a majority of the lots in the allotment has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged in the presence of:

Norma Capocci
Norma Capocci
Mary Bohus
Mary Bohus

ST. IVES LAND COMPANY

By: Robert J. DeHoff
Robert J. DeHoff

By: William J. Lemmon
William J. Lemmon

ENCORE HOMES, INC.

By: Frank A. Grisez
Frank A. Grisez, President

By: Thomas C. Grisez
Thomas C. Grisez, Vice-Pres.

STATE OF OHIO:
:SS
STARK COUNTY:

Before Me, a Notary Public in and for said County and State, personally appeared the above named St. Ives Land Co., an Ohio General Partnership, by Robert J. DeHoff, William J. Lemmon and Encore Homes, Inc., by Frank A. Grisez, President and Thomas C. Grisez, Vice President, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said Partnership and their free act and deed as said Partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio this 7th day of December, 1991.

Norma Capocci
Notary Public

NORMA CAPOCCI
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6/20/95

045264

RESTRICTIVE COVENANTS
ST. IVES NO. 4

VOL 1284 PAGE 443

The undersigned being the Owner and Developer of Lots 88 through 125 inclusive, in St. Ives No. 4, an Allotment described in Plat Book 57, Page 148, of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in St. Ives No. 4.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling or outbuilding erected in St. Ives No. 4 shall adhere to and comply with the following requirements:

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

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

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

- | | |
|-----------------|---|
| (1) One Story | 1950 Square Feet |
| (2) Two Story | 2200 Square Feet |
| (3) Split Level | 2000 Square Feet |
| (4) Cape Cod | 2200 Square Feet with not less than 1600 square feet in the first floor area. |

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

B. A hard surfaced driveway of concrete, asphalt, brick or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property.

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

D. The lot owners shall maintain a general good appearance of said premises 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 residence.

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

i. Such buildings shall be of wood construction, painted white, with an asphalt shingle roof, and shall be of a construction size not less than 64 square feet, no more than 100 square feet, and shall not be more than a maximum of 8' in height.

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

iii. Such "mini-barns" shall be maintained and in a good state of repair.

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

4. No fence or railing, including hedge or shrubbery fence, shall be

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

7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

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

10. Outside dish type satellite television reception devices are not permitted in the allotment. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.

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

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

13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 4.

(a) Each and every owner in St. Ives No. 4, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by said Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in the subdivision are owned by members of the Association, the Association shall not be permitted to assess any lot in the subdivision for the payment of an annual assessment.

its formation, the undesigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by Grantee in such allotment upon the Grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

14. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purposes 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. Entry into said property for such purposes shall not be deemed a trespass.

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

16. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2003, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 17 herein) has been recorded, agreeing to change said covenants in whole or in part.

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

Signed and acknowledged
in the presence of:

Mary Bohus
Mary Bohus
Norma Capocci
Norma Capocci

ST. IVES LAND COMPANY

By: Robert J. DeHoff
Robert J. DeHoff

By: William J. Lention
William J. Lention

ENCORE HOMES, INC.

By: Frank A. Grisez, President
Frank A. Grisez, President

By: Thomas C. Grisez, Vice-Pres.
Thomas C. Grisez, Vice-Pres.

STATE OF OHIO:
:SS
STARK COUNTY:

Before Me, a Notary Public in and for said County and State, personally appeared the above named St. Ives Land Co., an Ohio General Partnership, by Robert J. DeHoff, William J. Lemmon and Encore Homes, Inc., by Frank A. Grisez, President and Thomas C. Grisez, Vice President, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said Partnership and their free act and deed as said Partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio this 19th day of September, 1992.

Norma Capocci
Notary Public

NORMA CAPOCCI
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6/23/95

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER
93 AUG -6 PM 2:37
27.00

042042.

RESTRICTIVE COVENANTS
ST. IVES NO. 5

VOL 1470 PAGE 921

The undersigned, being the Owner and Developer of Lots 126 through 163 inclusive, in St. Ives No. 5, an Allotment described in Plat Book 58, Page 116, of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in St. Ives No. 5.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling or outbuilding erected in St. Ives No. 5 shall adhere to and comply with the following requirements:

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

i. Type: Single family dwelling may be a one-story, a two-story, a split level, or 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) 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) 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) 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 the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

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

- | | |
|-----------------|---|
| (1) One Story | 1950 Square Feet |
| (2) Two Story | 2200 Square Feet |
| (3) Split Level | 2000 Square Feet |
| (4) Cape Cod | 2200 Square Feet with not less than 1600 square feet in the first floor area. |

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

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

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 St. Ives No. 5. The drive slope requirement in paragraph "B" above is part of this regulation.

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

E. The lot owners shall maintain a general good appearance of said premises 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 residence.

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

i. Such buildings shall be of wood construction, painted white, with an asphalt shingle roof, and shall be of a construction size not less than 64 square feet, no more than 100 square feet, and shall not be more than a maximum of 8' in height.

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

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

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

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

6. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.
7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.
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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.
9. No turkeys, geese or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, may be kept on said premises. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health. Grantor shall have full authority to determine what constitutes a nuisance.
10. Outside dish type satellite television reception devices are not permitted in the allotment. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.
11. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.
12. There shall be no above ground swimming pools, except small (48" in diameter) portable pools for children.
13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 5.
 - (a) Each and every owner in St. Ives No. 5, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by said Homeowners' Association.
 - (b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.
 - (c) By acceptance of the deed to a lot or tract of land in St. Ives No. 5, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by Grantee in such allotment upon the Grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

14. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purposes 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. Entry into said property for such purposes shall not be deemed a trespass.

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

16. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2003, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 17 herein) has been recorded, agreeing to change said covenants in whole or in part.

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

Signed and acknowledged
in the presence of:

Mary Bohus
Mary Bohus
Norma Capocci
Norma Capocci

Mary Bohus
Mary Bohus
Norma Capocci
Norma Capocci

Mary Bohus
Mary Bohus
Norma Capocci
Norma Capocci
Mary Bohus
Mary Bohus
Norma Capocci
Norma Capocci

STATE OF OHIO:
:SS
STARK COUNTY:

Before Me, a Notary Public in and for said County and State, personally appeared the above named St. Ives Land Co., an Ohio General Partnership, by Robert J. Delhoff, William J. Lemmon and Encore Homes, Inc., by Frank A. Grisez, President and Thomas C. Grisez, Vice President, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said Partnership and their free act and deed as said Partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Canton, Ohio this 30th day of July, 1993.

ST. IVES LAND COMPANY

By: Robert J. Delhoff
Robert J. Delhoff

By: William J. Lemmon
William J. Lemmon

ENCORE HOMES, INC.

By: Frank A. Grisez
Frank A. Grisez, President

By: Thomas C. Grisez
Thomas C. Grisez, Vice-Pres.

Norma Capocci
Notary Public

NORMA CAPOCCI
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6/28/95

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER

94 JAN 11 PM 3:03

RESTRICTIVE COVENANTS
ST. IVES NO. 6

001858

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V1574 P209

REC _____ The undersigned being the Owner and Developer of Lots 164 through 231, inclusive, in St. Ives No. 6, an Allotment described in Plat Book 59, Page 64, of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all the present and future owners of property in St. Ives No. 6.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling erected in St. Ives No. 6 shall adhere to and comply with the following requirements:

A. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, or Cape Code 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) 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) 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) 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 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	1950 Square Feet
(2) Two Story	2200 Square Feet
(3) Split Level	2000 Square Feet
(4) Cape Cod	2200 Square Feet with not less than 1600 square feet in the first floor area.

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

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

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 St. Ives No. 6. The drive slope requirement in paragraph "B" above is part of this regulation.

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

E. The lot owners shall maintain a general good appearance of said premises 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 residence.

F. The erection of any building on said premises 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 said premises. "Mini-barns" may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles and other items, so long as such "minibarns" are erected and constructed pursuant to the following specifications.

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

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

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

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40"; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

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

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

7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

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

10. Outside dish type satellite television reception devices are not permitted in the allotment. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.

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

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

13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 6.

(a) Each and every owner in St. Ives No. 6, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in St. Ives No. 6 have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in St. Ives No. 6, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by grantee in such allotment upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

14. The lands immediately west of St. Ives Allotment No. 6 presently owned by Owner and Developer are zoned R-3 Residential High Density District pursuant to the Lake Township Zoning Resolution. That zoning district permits single family, duplex, triplex, quadraplex, and five or more family units within a maximum density of twelve (12) units per acre. A copy of the Lake Township Zoning Resolution is available for inspection at the Lake Township Hall. By acceptance of this deed and any subsequent conveyance by the Grantee or its successors and assigns, any Grantee is placed on notice of the said zoning. This shall be a covenant running with the land and shall be binding upon the Grantee and the successors and assigns of the Grantee.

15. The undersigned 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. Entry into said property for such purposes shall not be deemed a trespass.

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

17. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2004, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 17 herein) has been recorded, agreeing to change said covenants in whole or in part.

18. The undersigned reserves for itself, its successors and assigns the right to amend, change, cancel or add to any or all of the aforementioned provisions; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these restrictions when it deems such course of action advisable for the betterment of the allotment. No other amendment, change, cancellation or addition

shall be made unless an appropriate instrument signed by the then owners of the property has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged in the presence of

[Signature]
Robert E. Roberts
[Signature]
Nancy A. Allman

ST. IVES LAND COMPANY

By: [Signature]
William J. Lemmon
By: [Signature]
Robert J. DeHoff

[Signature]
Robert E. Roberts
[Signature]
Leslie Volkert

ENCORE HOMES, INC.
By: [Signature]
Frank A. Grisez, President
By: [Signature]
Thomas C. Grisez, Vice-Pres.

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named ST. IVES LAND COMPANY, an Ohio General Partnership, by William J. Lemmon, Robert J. DeHoff and Encore Homes, Inc., by Frank A. Grisez, President, and Thomas C. Grisez, Vice President, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said partnership and their free act and deed individually and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 16th day of January, 1994.

[Signature]
Notary Public

NORMA CAPOCCI
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6/28/95

INSTRUMENT PREPARED BY:

ROY H. BATISTA
Attorney at Law
Belpar Professional Centre
4808 Munson, N.W.
Canton, OH 44718
Phone: (216) 499-0900

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95051340
RESTRICTIVE COVENANTS
ST. IVES NO. 7

RECORDED THIS DATE
JANE VIGHOS
STARK COUNTY RECORDER

95 OCT 30 PM 3:43

The undersigned being the Owner and Developer ^{file} of Lots 30-00 232 through 269, inclusive, in St. Ives No. 7, an Allotment described in Plat Book 61, Pages 48-49, of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all the present and future owners of property in St. Ives No. 7.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling erected in St. Ives No. 7 shall adhere to and comply with the following requirements:

A. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, or Cape Code 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) 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) 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) 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.

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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	1950 Square Feet
(2) Two Story	2200 Square Feet
(3) Split Level	2000 Square Feet
(4) Cape Cod	2200 Square Feet with not less than 1600 square feet in the first floor area.

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

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

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 St. Ives No. 7. The drive slope requirement in paragraph "B" above is part of this regulation.

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

E. The lot owners shall maintain a general good appearance of said premises 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 residence.

F. The erection of any building on said premises 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 said premises. "Mini-barns" may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles and other items, so long as such "minibarns" are erected and constructed pursuant to the following specifications.

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

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

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

G. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines or driveways are not permitted.

H. In the construction of improvements on any lot in St. Ives 7, no activities or any action will be taken by a grantee of a lot in St. Ives 7 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in St. Ives 7 or said grantee's employees, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the McKinley Development Company, at 1201 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40"; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

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

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

7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

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

10. No satellite dishes shall be permitted, except those less than 18 inches in diameter and no TV or other antennas shall be erected.

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

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

13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 7.

(a) Each and every owner in St. Ives No. 7, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in St. Ives No. 7 have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in St. Ives No. 7, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by grantee in such allotment upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) The Developer shall install street lights in St. Ives No. 7. The power to operate said lights and the maintenance and repair of said lights shall be the subject of an assessment by Lake Township.

14. ~~ARE PROHIBITED~~ Erection or maintenance of any signs, billboards 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 (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of McKinley Development Company. Nothing herein contained shall limit McKinley Development Company'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 McKinley Development Company. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

15. The lands immediately west of Pheasant Valley Avenue presently owned by Ower and Developer are zoned R-3 Residential High Density District pursuant to the Lake Township Zoning Resolution. That zoning district permits single family,

duplex, triplex, quadraplex, and five or more family units within a maximum density of twelve (12) units per acre. A copy of the Lake Township Zoning Resolution is available for inspection at the Lake Township Hall. By acceptance of this deed and any subsequent conveyance by the Grantee or its successors and assigns, any Grantee is placed on notice of the said zoning. A study prepared by R & R International, Inc. Geotechnical Engineers, dated January, 1990, indicates that the conveyed herein may be located in proximity to an abandoned underground coal mine. As a result, this parcel may be subject to potential mine subsidence. By acceptance of this deed and any subsequent conveyance by the Grantees or their successors and assigns, any Grantee is placed on notice of this condition and the contents of the R & R International, Inc. study.

16. The undersigned 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. Entry into said property for such purposes shall not be deemed a trespass.

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

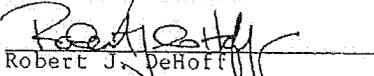
18. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2005, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 17 herein) has been recorded, agreeing to change said covenants in whole or in part.

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

Signed and acknowledged
in the presence of:

McKINLEY DEVELOPMENT COMPANY

By: 
William J. Lemmon

By: 
Robert J. DeHoff

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named McKINLEY DEVELOPMENT COMPANY, an Ohio General Partnership, by William J. Lemmon and Robert J. DeHoff, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said partnership and their free act and deed individually and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at North Canton, Ohio, this ~~24TH~~ day of
January, 1995.
OCTOBER


Notary Public

INSTRUMENT PREPARED BY:

ROY H. BATISTA
Attorney at Law
Belpar Professional Centre
4808 Munson, N.W.
Canton, OH 44718
Phone: (216) 499-0900

NANCY A. ALLMAN
Notary Public, State of Ohio
No. 236648
My Commission Expires Dec. 14, 1995

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER
96 SEP 27 PM 12: 07

RESTRICTIVE COVENANTS
ST. IVES NO. 9

96052997

FEE _____ The undersigned being the Owner and Developer of Lots 274 through 300, inclusive, in St. Ives No. 9, an Allotment described in Plat Book 62, Page 85, of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all the present and future owners of property in St. Ives No. 9.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling erected in St. Ives No. 9 shall adhere to and comply with the following requirements:

A. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, or Cape Code 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) 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) 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) 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 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 | 1950 Square Feet |
| (2) Two Story | 2200 Square Feet |
| (3) Split Level | 2000 Square Feet |
| (4) Cape Cod | 2200 Square Feet with not less than 1600 square feet in the first floor area. |

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

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

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 St. Ives No. 9. The drive slope requirement in paragraph "B" above is part of this regulation.

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

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

F. The erection of any building on said premises 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 said premises. "Mini barns" may be constructed upon said premises for the storage lawn equipment, household maintenance items, bicycles and other items, so long as such "minibarns" are erected and constructed pursuant to the following specifications.

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

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

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

BRICK BOUND
MASONRY FP

G. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines or driveways are not permitted.

H. In the construction of improvements on any lot in St. Ives 9, no activities or any action will be taken by a grantee of a lot in St. Ives 9 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in St. Ives 9 or said grantee's employees, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the McKinley Development Company, at 1201 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds 40"; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

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

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

7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

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

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

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

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

13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 9.

(a) Each and every owner in St. Ives No. 9, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in St. Ives No. 9 have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in St. Ives No. 9, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by grantee in such allotment upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) The Developer shall install street lights in St. Ives No. 9. The power to operate said lights and the maintenance and repair of said lights shall be the subject of an assessment by Lake Township.

14. Erection or maintenance of any signs, billboards 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 (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of McKinley Development Company. Nothing herein contained shall limit McKinley Development Company'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 McKinley Development Company. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

15. The lands immediately west of Pheasant Valley Avenue presently owned by Owner and Developer are zoned R-3 Residential High Density District pursuant to the Lake Township Zoning Resolution. That zoning district permits single family,

duplex, triplex, quadraplex, and five or more family units within a maximum density of twelve (12) units per acre. A copy of the Lake Township Zoning Resolution is available for inspection at the Lake Township Hall. By acceptance of this deed and any subsequent conveyance by the Grantee or its successors and assigns, any Grantee is placed on notice of the said zoning. A study prepared by R & R International, Inc. Geotechnical Engineers, dated January, 1990, indicates that the conveyed herein may be located in proximity to an abandoned underground coal mine. As a result, this parcel may be subject to potential mine subsidence. By acceptance of this deed and any subsequent conveyance by the Grantees or their successors and assigns, any Grantee is placed on notice of this condition and the contents of the R & R International, Inc. study.

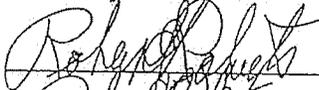
16. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property including, but not limited to, the completion of any filling, grading, or installation of drainage facilities.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

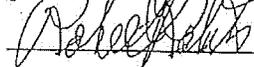
17. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes owner of any lot in this development, as well as the undersigned and its successors and assigns.

18. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2006, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 17 herein) has been recorded, agreeing to change said covenants in whole or in part.

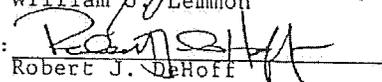
19. The undersigned reserves for itself, its successors and assigns the right to amend, change, cancel or add to any or all of the aforementioned provisions; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these restrictions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

Signed and acknowledged
in the presence of:





McKINLEY DEVELOPMENT COMPANY

By: 
William J. Lemmon
By: 
Robert J. DeHoff

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named MCKINLEY DEVELOPMENT COMPANY, an Ohio General Partnership, by William J. Lemmon and Robert J. DeHoff, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said partnership and their free act and deed individually and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 20th day of September, 1996.

Cheryl L. Waller
Notary Public

INSTRUMENT PREPARED BY:

ROY H. BATISTA
Attorney at Law
Belpar Professional Centre
4808 Munson, N.W.
Canton, OH 44718
Phone: (216) 499-0900

CHERYL L. WALLER
Notary Public, State of Ohio
My Commission Expires Jan. 2, 2001

RESTRICTIVE COVENANTS
ST. IVES NO. 10

The undersigned being the Owner and Developer of Lots 301 through 311, inclusive in St. Ives No. 10, an Allotment described in Plat Book 63, Page 109, of the Stark County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all the present and future owners of the named lots in St. Ives No. 10.

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 undersigned shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

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

2. Any dwelling erected in St. Ives No. 10 shall adhere to and comply with the following requirements:

A. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, or Cape Code 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) 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) 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) One and one-half story 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 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 | 1800 Square Feet |
| (2) Two Story | 2200 Square Feet |
| (3) Split Level | 2000 Square Feet |
| (4) One and one-half Story | 2200 Square Feet with not less than 1600 square feet in the first floor area. |

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

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

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 St. Ives No. 10. The drive slope requirement in paragraph "B" above is part of this regulation.

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

E. The lot owners shall maintain a general good appearance of said premises 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 residence.

F. The erection of any building on said premises 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 said premises. "Mini-barns" may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles and other items, so long as such "minibarns" are erected and constructed pursuant to the following specifications.

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

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

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

G. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines or driveways are not permitted.

H. In the construction of improvements on any lot in St. Ives 10, no activities or any action will be taken by a grantee of a lot in St. Ives 10 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in St. Ives 10 or said grantee's employees, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of the McKinley Development Company, at 1201 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

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

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front of any dwelling; no fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the side yards of any dwelling, the height of which exceeds 40"; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. Nothing in this paragraph is intended to prevent a builder from constructing a fence for crowd control at a model home or sales center or preventing a homeowner from erecting a decorative fence running parallel with the sidewalk leading from the driveway to the front door so long as the decorative fence is within 24" of the sidewalk. All fences shall be approved in writing by the undersigned prior to installation.

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

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

7. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

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 said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances but in no event for more than a twelve (12) hour period of time.

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

10. No satellite dishes shall be permitted, except those

less than twenty (20) inches in diameter. In the event that it is determined that 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 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 Home Owners Association shall have the right to regulate the location and manner of installation of said dishes. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.

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

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

13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in St. Ives No. 10.

(a) Each and every owner in St. Ives No. 10, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by the provisions of this declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for the payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance of the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in St. Ives No. 10 have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in St. Ives No. 10, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by grantee in such allotment upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

(d) For the purposes of establishing the Homeowners Association, Developer shall have the right to include lots in St. Ives No. 10 with other phases in the St. Ives Allotment.

(e) The Developer shall install street lights in St. Ives No. 8. The power to operate said lights and the maintenance and repair of said lights shall be the subject of an

assessment by Lake Township.

14. No signs, billboards or advertising devices of any kind shall be erected except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot). (b) Home Builders and General Contractor signs, not larger than ten (10) square feet (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of McKinley Development Company. Nothing herein contained shall limit McKinley Development Company'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 McKinley Development Company. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

15. A study prepared by R & R International, Inc. Geotechnical Engineers, dated January, 1990, indicates that the Lot or Lots conveyed herein may be located in proximity to an abandoned underground coal mine. As a result, this parcel may be subject to potential mine subsidence. By acceptance of this deed and any subsequent conveyance by the Grantees or their successors and assigns, any Grantee is placed on notice of this condition and the contents of the R & R International, Inc. study.

16. The undersigned 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. Entry into said property for such purposes shall not be deemed a trespass.

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

18. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2008, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development (except as provided in Paragraph 19 herein) has been recorded, agreeing to change said covenants in whole or in part.

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

Signed and acknowledged
in the presence of:

McKINLEY DEVELOPMENT COMPANY

Catherine Franklin
Robert J. DeHoff

By: William J. Lemmon
By: Robert J. DeHoff

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County,
personally appeared the above named McKINLEY DEVELOPMENT
COMPANY, an Ohio General Partnership, by William J. Lemmon and
Robert J. DeHoff, who acknowledged that they did sign the
foregoing instrument and that the same is the free act and deed of
said partnership and their free act and deed individually and as
such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at North Canton, Ohio, this 13 day of
January, 1998.

Catherine Franklin
Notary Public

CATHERINE FRANKLIN
Notary Public, State of Ohio
My Commission Expires Aug. 20, 2002
#224450

INSTRUMENT PREPARED BY:

ROY H. BATISTA
Attorney at Law
Belpar Professional Centre
4808 Munson Street, N.W.
Canton, OH 44718
Phone: (330) 499-0900
Fax: (330) 499-0950