

**202006300026392**

MISC 6/30/2020  
Rick Campbell 1:01 PM  
Stark County Recorder T20200022023  
Pages: 3 F:Fees:\$62.00 6/30/2020

*Cross-reference to: Instrument Nos.  
201807130027550, 201610120041116,  
201207300034257, 200901070000641,  
and 200604250024591*

**AMENDMENT TO THE  
DECLARATIONS OF COMMUNITY COVENANTS**

**FOR**

**SANCTUARY PHASES 1, 2, 3 & 4  
LOTS 1-54, 55-85, 86-118, 120-147, 148-168**

THIS AMENDMENT ("Amendment") to the Declarations of Community Covenants for The Sanctuary Phases 1, 2, 3 and 4, Lots 1-54, 55-85, 86-118, 120-147 and 148-168, is made and entered into as of the 30 day of June, 2020, by **THE SANCTUARY OWNERS ASSOCIATION, INC.**, an Ohio not-for-profit corporation ("Association"), by and through its Board of Trustees, and with the approval of two-thirds (2/3) of the owners of Lots in all phases of The Sanctuary.

**RECITALS:**

WHEREAS, McKinley-Applegrove, Ltd. ("Developer"), as the original owner and developer of and for The Sanctuary (the "Development") created Lots 1 through 54, 55 through 85, 86 through 118, 120 through 147 and 148-168 in the Development, by virtue of Plats recorded in Instrument Numbers 200511290079996, 200511290079997, 201607210028127 and 201912050047967 of the Stark County Records; and

WHEREAS, Developer caused several Declarations of Community Covenants to be recorded for the Development, binding the Lots in the Development to certain covenants, conditions, restrictions, easements, and all other matters set forth therein (collectively, the "Declarations"). The Declarations are of record in Instrument Numbers 200603230017045, 200604250024591, 200901070000641, 201207300034257, 201610120041116, 201807130027550 and 202002280008562 of the Stark County Records; and

WHEREAS, the Association desires to amend the Declarations as provided for in this Amendment and the Association has the right to so amend the Declarations, with the consent of the owners of at least two-thirds (2/3) of the Lots in the Development; and

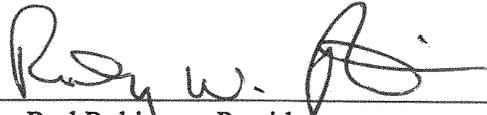
NOW, THEREFORE, the Association hereby amends the Declarations to (i) wholly delete Article I, Section 1.6.12 and substitute the following in place thereof; and (ii) wholly delete Article I, Section 1.9.14 in the Declarations for Phases 1-3 and Article I, Section 1.9.13 in the Declaration for Phase 4, both as follows. Any/all other provisions of the Declarations not amended herein shall remain in full force and effect.

Section 1.6.12 - Fences. All privacy fences erected are to be limited to the rear yard of a lot, located around a patio or deck, shall extend no more than twenty feet (20') from the rear of the Living Unit and shall be consistent with the Architectural Guidelines adopted for the Development. Security fencing on lots with Exclusive Easement Areas and backyards abutting a pond are prohibited. A lot owner who installs a fence on his lot must do so pursuant to this provision, unless more stringent guidelines are required by the City of North Canton Zoning Ordinance. Any fence erected on a lot for the purpose of enclosing a swimming pool shall be constructed in accordance with 1.6.4 herein.

Section 1.9.13/1.9.14 – Landscaping. A minimum of three (3) trees, at least 1-1/2" trunk diameter, per unit are required on non-wooded lots, in addition to trees provided by Developer along the streets. Proposed trees and tree locations must be shown on the site plan. Landscaping on lots with Exclusive Easement Areas and abutting a pond shall not create a visual or access barrier to the pond. A visual or access barrier is defined as a group of trees, bushes, shrubs, hedges or other landscaping that is higher than four feet (4') and/or obstructs access to the pond. For lots that have abutting backyard, the rear foundation of a Living Unit shall be landscaped in a decorative or aesthetic manner, consistent with the Architectural Guidelines for the Development. Any changes to landscaping on a lot must be in compliance with the Architectural Guidelines for the Development.

IN WITNESS WHEREOF, the Association, by and through the President of its Board of Trustees, has executed this Amendment as of the day and year first written above.

**THE SANCTUARY OWNERS  
ASSOCIATION, INC., an  
Ohio not-for-profit corporation**

By:   
Rod Robinson, President

STATE OF OHIO    )  
                                  ) SS:  
STARK COUNTY    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, Rod Robinson, President of **THE SANCTUARY OWNERS ASSOCIATION, INC.**, an Ohio not-for-profit corporation, who acknowledged that he did sign the foregoing and that the same is his free act and deed personally and as such officer of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 30th day of June, 2020.

  
Notary Public



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

This Amendment prepared by:

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