

**DECLARATION OF COMMUNITY COVENANTS**

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**FOR**

**THE SANCTUARY VILLA COMMUNITY**  
**(The Links)**

Being Lots 55 through 85, both inclusive,  
in The Sanctuary No. 1, as the same is set forth in  
Plat Record 200511290079996 of the Stark County Records

**CITY OF NORTH CANTON, STARK COUNTY, OHIO**

**BEING DEVELOPED BY:**

McKinley-Applegrove, Ltd.  
An Ohio Limited Liability Company  
1201 South Main Street  
North Canton, Ohio 44720  
Phone: 330.497.8686

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## HIGHLIGHTED PROVISIONS

**Section 1.7.3.3 (a): Existing and proposed land contours and grades** - Developer reserves the right to establish grades and slopes on the lots and Common Areas in the Links and to fix the grade at which any Living Unit shall be constructed or placed, so that the grade conforms to the general plan established for grade and slope lots in The Sanctuary. The owners of all lots, blocks and open spaces in the Links, as the same are set forth on the Plats, shall conform to The Sanctuary No. 1 and No. 2 Grading Plan, Sheet SD-4, on file with the Developer and the North Canton Engineers Office. Further, lot owners are restricted from grading in the "Drainage Easements" (hereinafter defined).

**Section 1.8.1: Start of Construction** - Construction of a Living Unit shall commence within twenty-four (24) months after an individual lot owner takes title to his/her lot. In the event construction has not commenced within the first twenty-four (24) months, the Developer reserves the right to re-purchase the lot from its owner at the same price and on the same terms from which the original owner acquired it from the Developer.

**Section 2.3.1: Platted (Utility) Easements** - As provided for in the Plats, each lot in the Links shall be subject to a five foot (5') wide easement on the side of each lot as it abuts adjacent lots and a twelve (12.00) foot wide easement at the front of each lot, being parallel with and contiguous to the streets and/or highways within or adjacent to the Links, excluding Applegrove St., N.W., for AEP, SBC Ohio, Utility Pipelines, Ltd., Time Warner Cable, and Aqua Ohio, to be used for installing, operating, maintaining and servicing of pole lines, underground cables and conduits. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on, and through these easements shall include all incidental appurtenances such as guys, conduits, poles, anchors, transformers, pad mounted transformers, pads, handholes, etc. Said easement rights shall include the right, without liability therefore, to remove trees and landscaping including lawns, flowers or shrubbery within said easement premises which may interfere with the installation, maintenance, repair or operation of electric current, and the right of access, ingress to and from any of the within premises, for exercising any of the purposes of this right of way and easement.

**Section 2.5.1: Platted (Drainage) Easements** - Each lot in the Links shall be subject to the Sanitary Sewer Easements, Storm Sewer Easements, Public Drainage Easements and Public Drainage Path Easements delineated on the Plats. By the City of North Canton accepting the aforementioned easements, lot owners shall not place or cause to have placed within the easement areas, any fences, landscaping trees, driveways, walks, structures or alter the ground elevation in any way. Should any of the above-mentioned occur, the City shall have the right to remove these items without compensation to the lot owner(s). The City shall only be responsible to re-seed disturbed easement areas as described in the most recent edition of the State of Ohio, Department of Transportation, Construction and Materials Specifications, Item 659 "Seeding and Mulching."

**Section 2.5.2: Lot Perimeter Easements** - Each lot in the Links shall have a seven and one-half foot (7.5') easement located around its perimeter for purposes of promoting drainage within the

Development. The Developer and/or a subsequently formed Association shall enforce proper maintenance, repair, operation and control of such drainage easements by the lot owners, at the lot owner's sole cost and expense.

**Section 2.5.3: Mound Piping Easements** - Easements are hereby created over the lots in the Links for the purposes of installing, maintaining, repairing and replacing mound piping, as the same is set forth on the Plats, which mound piping easements are intended to promote drainage within The Sanctuary. It shall be the obligation of the Developer and/or a subsequently formed Association to properly maintain, repair, operate and control such easements unless they are accepted by the City of North Canton or another governmental entity having jurisdiction thereof.

## PREAMBLE

THIS DECLARATION is made this 25<sup>th</sup> day of April, 2006, by **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, its successors and assigns (hereinafter referred to as "Developer"), and **FLEISHOUR HOMES, INC.**, an Ohio corporation (hereinafter referred to as "Fleishour"), for the purpose of creating certain rights and obligations on and in favor of the Homeowners within The Sanctuary Villa Community.

- A. Developer is the fee simple owner and developer of The Sanctuary No. 1 and No. 2, an allotment located in the City of North Canton, Stark County, Ohio, as the same are set forth in Plat Record Imaging Nos. 200511290079996 and 200511290079997 of the Stark County Official Plat Records (hereinafter referred to as "The Sanctuary").
- B. As part of The Sanctuary, Developer intends to develop an area of Villa-type homes, comprised of Lots 55 through 85, both inclusive, in The Sanctuary No. 1 (hereinafter "The Links").
- C. Developer has caused a Declaration of Community Covenants affecting Lots 1 through 54, both inclusive, and 86-118, both inclusive, in The Sanctuary, to be recorded in Instrument Number 200603230017045 of the Stark County Official and will record additional Declarations of Community Covenants for later phases (hereinafter collectively referred to as the "Sanctuary Covenants").
- D. Developer has incorporated under the laws of the State of Ohio, as a non-profit corporation, THE SANCTUARY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Master Association"), for the limited initial purpose of owning, operating, maintaining, and administering certain portions of The Sanctuary, including The Sanctuary common areas and such improvements as may be constructed and developed thereon, with the costs incurred by the Master Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of The Sanctuary including the Common Areas, to be an encumbrance upon The Sanctuary, as further described herein.
- E. Developer and Fleishour will incorporate under the laws of the State of Ohio, as a non-profit corporation, THE LINKS OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Links Association"), for the limited initial purpose of owning, operating, maintaining, and administering certain portions of The Links, including the Links Common Areas and such improvements as may be constructed and developed thereon with the costs incurred by the Links Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of The Links, as further described herein.

- F. Developer hereby imposes the following Restrictions upon The Links and further specifies that these Restrictions shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of Fleishour, the Developer, the Master Association, the Links Association and the respective Grantees in deeds for such real estate within The Links, and their respective successors, purchasers, heirs, executors, administrators and assigns.

**ARTICLE I**  
**DEED RESTRICTIONS**

Section 1.1 – Use.

Lots located in The Links shall be used exclusively for single-family residence purposes, and only one such residence with an attached garage (hereinafter the “Living Unit”) shall be permitted on each lot. Developer shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one single family Living Unit on the re-configured tracts. No Living Unit shall be used as a hotel, rooming house, boarding house, group home, halfway house or other type of group or communal living by persons not related by blood or marriage. A blood relative may be defined to include only the following: parents and children or stepchildren; brother and sister; half-brother and half-sister; adopted children and children of a spouse, grandparents and grandchildren; aunts, uncles, nephews and nieces; and first cousins. Notwithstanding the foregoing, this restriction on use shall not apply to persons with disabilities and it shall not be used as a means by which to discriminate on the basis of a protected class, including, but not limited to, race, color, religion, national origin and/or handicap.

Section 1.2 – Types of Living Units.

Living Units may be a one-story, two-story, split level, or Cape Cod design: (a) a one-story Living Unit 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 adequate height to permit its use as a dwelling place; (b) a two-story Living Unit is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement; (c) a split-level Living Unit is a structure, the living area of which is one, two or more levels connected by stairways, constructed with or without a basement; (d) A Cape Cod Living Unit 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.

Section 1.3 – Living Area.

The living area of any Living Unit shall be not less than the square footage hereinafter set forth in Section 1.3.1. “Living Area” shall not include garages, attics, basements, breezeways, patios, or any enclosed areas not heated for year-round living. The area of any Living Unit shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, the second floor area shall be computed from the outside dimensions of the knee walls. In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

Section 1.3.1 – Living Area Summary Table. The following is a summary of the Living Area requirements.

<u>Living Unit Style</u>	<u>Required Living Area</u>
One story	1625 square feet
Two story	2200 square feet
Split level	2000 square feet
Cape Cod	2000 square feet, with not less than 1500 square feet on the first floor

Section 1.4 – Garages.

No garages shall be constructed on a lot which are separated from the main Living Unit. All garages must be at least four hundred (400) square feet.

Section 1.5 – Lot Restrictions.

Section 1.5.1 – Zoning. No Living Unit shall be constructed on any lot, any part of which is in violation of any front, side, or rear setback lines and any other requirements established by the North Canton City Zoning Ordinance, establishing such setback requirements within an R-50 or R-70 zoning classification, as such requirements are in effect at the time of construction of a Living Unit.

Section 1.5.2 – Riparian Rights. No Living Unit shall be constructed on any lot, any part of which is in violation of any stream and/or wetland setback lines and any other requirements established by the North Canton City Zoning Ordinance, establishing such setback requirements within an R-50 or R-70 zoning classification, or as delineated on the Plats of The Sanctuary, as such requirements and plat restrictions are in effect at the time of construction of a Living Unit.

Section 1.5.3 – Driveways. Concrete driveways are required. Other material may be considered, but must be approved by the Architectural Review Board. All driveways shall be paved within six (6) months after completion of the residence. Driveways shall be not wider than twenty-two feet (22') from the front setback line to the street unless approved in writing by Developer or the Architectural Review Board.

Section 1.5.4 – Curb Cuts. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines are not permitted.

Section 1.5.5 – Corner lots. The Developer or the Architectural Review Board shall have sole discretion as to which street a Living Unit will front on.

Section 1.5.6 – Variances. At its sole discretion, Developer reserves the right to approve any setback variances, whether for Developer's own construction or otherwise; provided, however, that said variances shall be consistent with applicable zoning provisions.

Section 1.5.7 – Sediment Control. In the construction of improvements on any lot in the The Links, no activities or any action will be taken by a grantee of a lot which would 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 The Links 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. Copies of all applicable plans are on file in the office of the Developer, at 1201 South Main Street, North Canton, Ohio 44720. The builder or lot owner 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.

#### Section 1.6 – Prohibited Activities.

The following uses and activities shall be prohibited in The Links unless specific approval therefore is given by the Developer, its successors and/or assigns, or by the Master Association at such time that all lots within The Sanctuary and The Links have sold to individuals or entities other than the Developer, or an entity controlled by the Developer.

Section 1.6.1 – Non-Residential Uses. There shall be no industrial, manufacturing, mining, or commercial agricultural uses of any kind permitted on any lot in The Links. Notwithstanding the foregoing, this restriction shall not prohibit the removal of any soil material in connection with development of the property for its permitted use.

Section 1.6.2 – Animals. Maintaining any animals, other than those normally kept as household pets, shall be prohibited. Household pets shall not be maintained or bred for commercial purposes, or kept in a manner so as to constitute a nuisance or activity prohibited by law. The total number of all dogs and cats in any Living Unit shall not exceed two (2) and only dogs that are of a "non-vicious" breed shall be permitted to be kept in or on any said premises. A "non-vicious" breed of dog is any breed that does not meet with the definition of a "vicious dog," as the same is defined in Revised Code Section 955.11(4)(a)(i) – (iii). Dogs, if permitted, shall not be allowed to remain outside so as to create a nuisance with respect to their barking or howling.

Section 1.6.3 – Outbuildings. There shall be no outbuildings constructed on any lot in The Links.

Section 1.6.4 – Swimming Pools. There shall be no above-ground swimming pools except small (48” in diameter or less) portable pools for children. Private in-ground pools shall be permitted to the extent that approval is sought and granted by the City of North Canton, the Developer, and/or the Architectural Review Board. All swimming pools, together with adjacent improvements, shall be enclosed by a wall or fence having a minimum height of five feet (5’), in accordance with the then existing North Canton City Zoning Ordinance.

Section 1.6.5 – Basketball Hoops. No basketball hoops of any kind shall be permitted in The Links.

Section 1.6.6 – Trash. Any containers used in connection with trash or garbage, if placed outside the Living Unit, must be concealed from view and protected from animals. Collection services may pick up trash and garbage at the street, in accordance with the North Canton City Code. Trash containers must be placed back in the garage or otherwise concealed from view by 8:00 P.M. the day of pick-up.

Section 1.6.7 – Temporary Structures. Temporary structures, including, but not limited to, trailers, basements or incomplete houses, tents, shacks, garages or other buildings of any kind shall not be permitted; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the development of the property and Living Units.

Section 1.6.8 – Signs. Erection or maintenance of any signs, billboards or advertising devices of any kind shall not be permitted 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); and (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 the Developer. Nothing herein contained shall limit the Developer’s right to place entry signs to The Links or signs designating the existence and location of model homes. The size and design of said signs shall be within the sole discretion of the Developer. Political signs and garage or yard sale signs are strictly prohibited from being placed in the rights of way.

Section 1.6.9 – Nuisances. Nuisances and noxious or offensive activities of any kind are strictly prohibited.

Section 1.6.10 – Storage. Storage of motor homes, campers, travel trailers, trailers of any type, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and other vehicles is prohibited, unless such is not in view from any street or adjacent Living Unit. Nothing herein contained shall limit use of trucks, trailers, or equipment during construction. Recreational vehicles owned by the homeowner or guests of the homeowner may be parked in the homeowner’s driveway for a period of time not to exceed seven (7) calendar days on two (2)

separate occasions but shall not exceed fourteen (14) days within any one (1) calendar year.

Section 1.6.11 – Laundry. The hanging of laundry outdoors is not permitted.

Section 1.6.12 – Fences. No fences may be erected or placed on any lot or lots from the front of the Living Unit to the street. In the rear of a lot, fences may be permitted for decorative and aesthetic value, only if allowed by the applicable zoning code and if approved, prior to installation, by the City of North Canton, the Developer, and/or the Architectural Review Board. Wire mesh type fences, including kennels, are strictly prohibited in all instances. Any fence approved shall be erected not less than two (2) feet from the property line. A property 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 Section 1.6.4 herein.

Section 1.6.13 – Site Lighting. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.

Section. 1.6.14 – Appearance. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 1.6.15 – Satellite Dishes. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter and not visible from the street. In the event that it is determined that the Federal Communication Commission, pursuant to its rule-making power as set forth at Section 207 of the Telecommunications Act of 1996 has the right to pre-empt this covenant, the maximum sized dish which will be permitted shall be the minimum size dish as provided for by the relevant rule. Also, in such event, the Developer or the Master 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 Living Unit or outbuilding or otherwise on any lots in The Links.

Section 1.6.16 – Subdivision of Lots. No lot in The Links shall be subdivided or divided unless or until the plat showing such proposed subdivision or division shall have been submitted to the Developer or the Architectural Review Board and the written consent of same have been obtained.

Section 1.6.17 – Concrete Block. No split face concrete block is permitted nor shall it be used in place of a brick or stone band in complying with Item 1.9.8 of this Declaration.

## Section 1.7 – Submittals and Approvals.

Section 1.7.1 – Entity from whom Approval shall be sought. At such time as all of the lots in The Sanctuary and The Links have been sold to individuals or entities other than the Developer, or any entity controlled by the Developer, or at such earlier time as the Developer may elect, the right to approve all further construction or other items contained herein shall shift from the Developer to an Architectural Review Board established by the Master Association (hereinafter referred to as the “Board”), comprised of three (3) lot owners nominated and elected by the majority of the lot owners. The lot owner receiving the most votes will have a three (3) year term. The lot owner receiving the second most votes will have a two (2) year term and the lot owner receiving the third most votes will have a one (1) year term. Thereafter, said Board shall be comprised of said three (3) members or their successors. Nothing herein contained shall be construed as a diminution in the Developer’s authority to appoint an initial Architectural Review Board (also referred to from time to time as the “Board”) to make all reviews and approvals as contemplated herein until the Master Association's Board assumes said duties pursuant to the terms hereof or until the Developer relinquishes authority as provided herein above or hereinafter.

Section 1.7.2 – Form of Submittals. All matters herein requiring the approval of the Developer and/or the Board by the terms of this instrument shall be submitted to the Developer and the Board in writing, accompanied by such plans, specifications, details and other documents (hereinafter collectively referred to as the “Plans”), as are reasonably required by it to make a proper decision. In order to ensure that the homes and other buildings will have a uniform high standard of construction, and that The Links will be comprised of high quality custom homes, the Developer and the Board reserve the right, in their sole discretion, to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. The Developer and the Architectural Review Board shall approve or disapprove such written submission or application for approval in writing. If a lot owner does not receive approval of the submitted Plans, the Developer reserves and shall have the right to re-purchase the lot at the same price and on the same terms from which the original lot owner bought the lot from the Developer.

## Section 1.7.3 – Architectural Review Board.

Section 1.7.3.1 – Establishment. The Developer will establish and appoint the Board, to serve until the Developer relinquishes authority and the Master Association’s Board is appointed by the Master Association, for the following purposes:

- a. To provide a staff of persons for reviewing, evaluating, approving and disapproving proposed plans;

b. To establish, maintain and preserve specific architectural guidelines and standards to carry out the intent of these Restrictions, which guidelines and standards from time to time in effect with respect to all or any portion of the Property, shall hereinafter be referred to as the "Architectural Guidelines." The Architectural Guidelines are established written guidelines which are hereby incorporated herein and made apart hereof. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of The Links is and shall be conclusively deemed to have actual notice of the Architectural Guidelines which are established written guidelines governing any physical improvements to the lots located within The Links including but not limited to, structures, fencing, landscaping, garages, plantings, color schemes, building materials, etc. Copies of the Architectural Guidelines are available through the Master Association or the Developer upon request.

c. To enforce the provisions of these Restrictions.

Section 1.7.3.2 - Board Responsibilities: Effect of Actions: The Board shall exercise its best judgment to see that all improvements in The Links conform to The Sanctuary's Architectural Guidelines and Building Restrictions as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal. The actions of the Board, through its approval or disapproval of Plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.

Section 1.7.3.3 – Requirements of Plan Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of The Links from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), shall be commenced or continued until the same shall have first been approved in writing by the Architectural Review Board or the Developer in accordance with the Architectural Guidelines. Approval shall be required by submission to the Board of Plans, in duplicate, showing (a) through (k) below. Plans shall describe types of construction and exterior materials to be used.

a. Existing and proposed land contours and grades: Developer reserves the right to establish grades and slopes on the lots in The Links and to fix the grade at which any Living Unit shall be constructed or placed, so that the grade conforms to the general plan established for grade and slope of lots in The Sanctuary. The owners

of all lots, blocks and open spaces in The Links, as the same are set forth on the Plats, shall conform to The Sanctuary No. 1 and No. 2 Grading Plan, Sheet SD-4, on file with the Developer and the North Canton Engineers Office. Further, lot owners are restricted from grading in the "Drainage Easements" (hereinafter defined).

- b. All buildings, including Living Units, and other improvements, access drives, and other improved areas and the locations thereof on the site;
- c. All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), and ornamentation;
- d. Plans for all floors, cross sections and elevations, including projections and wing walls;
- e. Exterior lighting plans;
- f. Walls, fencing, and screening;
- g. Patios, decks, pools, and porches;
- h. Parking areas;
- i. Complete exterior color scheme & color samples;
- j. Samples of all major materials to be used;
- k. Such other information, data, drawings as may be reasonably requested by the Board and/or the Developer.

Section 1.7.3.4 - Basis of Approval. Approval shall be based, among other things, upon conformity and harmony of the proposed Plans with The Link's Architectural Guidelines and other structures in The Links; the effect of the location and use of improvements on neighboring property; and conformity of the Plans and specifications to the purpose and general intent of these Restrictions.

Section 1.7.3.5 – Liability Relating to Approvals. Neither the Developer, the Board, nor any member thereof, or any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting Plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Plans. Every person and entity who submits Plans to the Developer and/or to the Architectural Review Board agrees, by submission of

such Plans, that he/she or it will not bring any action or suit against the Architectural Review Board or the Developer in law or equity or to recover any damages and hereby releases the Board and/or the Developer from any future liability or damages associated therewith.

#### Section 1.8 – Construction.

Section 1.8.1 – Start of Construction. Construction of a Living Unit shall commence within twenty-four (24) months after an individual lot owner takes title to his/her lot. In the event construction has not commenced within the first twenty-four (24) months, the Developer reserves the right to re-purchase the lot from its owner at the same price and on the same terms from which the original owner acquired it from the Developer.

Section 1.8.2 – Requirements of Completion. Construction shall be completed no later than twelve (12) months after construction has commenced. Landscaping shall be completed no later than six (6) months after completion of construction.

Section 1.8.3 – Upkeep prior to Commencement of Construction. Residential lots purchased, but on which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season and must have the sidewalk installed not later than the time at which an adjacent lot owner installs their sidewalk; provided, however, that the sidewalk need not be installed within this time frame in cases where the Developer exercises its option to re-purchase the lot from its owner.

#### Section 1.9 – Design Standards and Building Restrictions.

Section 1.9.1 – Sloped Lots. Living Units should fit into sloped lots as much as possible. Stepped plan arrangements are encouraged to minimize cut and fill in these areas.

Section 1.9.2 – Retaining Walls. Retaining walls in cut situations are permitted and shall be constructed per the Architectural Guidelines.

Section 1.9.3 – Wooded Lots. The rear yard on wooded lots must remain as much as possible in its natural state. Clearing for decks and patios, however, may be permitted.

Section 1.9.4 – Decks and Patios. Decks and patios shall not be permitted in the front yard unless approved by the Developer or the Architectural Review Board.

Section 1.9.5 – Garage Location. Garage location shall be determined by the Developer or the Architectural Review Board and garage doors shall be of one color.

Section 1.9.6 – Lights. Yard and security lights shall be of a design approved by the Developer or the Architectural Review Board. Emergency flood lights for security are permitted provided they are located so as to not disturb adjacent owners.

Section 1.9.7 – Roof Vents. No vents shall be placed on the “front” half (50%) of the roof area, regardless of roof slope or shape. Flashing and vents shall be painted the same color as the roof.

Section 1.9.8 – Foundation. No exposed concrete block foundation, including split face concrete block, shall be permitted. A brick band is required on all sides. On walkout basements, the brick band shall be installed from ground level to the first floor, floor joists.

Section 1.9.10 – Mailboxes. Mailboxes and newspaper boxes will be provided and installed by the Developer. Mailbox location will be determined by the United States Postal Service. Mailboxes and newspaper boxes, once installed, shall be maintained by the lot owner. No mailbox or newspaper delivery receptacle shall be erected and/or maintained other than the type approved and installed by the Developer.

Section 1.9.11 – Roofs. Roofs shall have a minimum pitch of 6/12 on the front and rear elevations and 8/12 on the side elevations, with asphalt dimensional shingles or other approved high quality roofing products.

Section 1.9.12 – Cable. Each Living Unit is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each lot.

Section 1.9.13 – Colors. No more than three (3) main wall colors and three (3) main materials on any building are permitted unless approved in writing by the Developer or the Architectural Review Board.

Section 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 streets. Proposed trees and tree locations must be shown on the site plan.

Section 1.9.15 – Irrigation. Lot owners shall keep front irrigation in working order on a yearly basis.

Section 1.9.16 – Repetition. Lot owners should select building sites and plans so as not to attempt to construct repetitious designs within close proximity. Furthermore, careful consideration must be given to roof lines of adjacent Living Units. An early discussion before design is encouraged if owners have any question about approval regarding this point.

Section 1.9.17 – Repainting. Repainting of an existing Living Unit with a color other than previously approved shall require approval of the Developer or the Architectural Review Board.

Section 1.9.18 – Emergency Phone. All builders of Living Units in The Links are required to keep on record with the Developer a 24 hour emergency phone number.

Section 1.9.19 – Materials, Details & Directions. It is a requirement that the major design element on the front elevation be brick or stone. Notwithstanding the foregoing, siding may be used on the front elevation of certain Living Units provided that there is a stone veneer around the bay window in the front of the Living Unit.

Section 1.9.19.1 – Building Materials. All materials used (i.e. roofs, walls, etc.) shall be compatible with each other and blend together with a common tone. Accent colors are acceptable if used carefully to add detail and highlight architectural features. The following materials are acceptable for use in The Links:

- a. Wood Siding: Four (4) and eight (8) inch clapboard, rough or smooth finish; channel rustic boards; v-joint tongue and groove boards, vertical board and batten; wood shingles; all with semi-transparent stains are recommended. Paint is allowed, but does require more maintenance than stain and is not considered as desirable as stain.
- b. Vinyl or Aluminum Siding: Vinyl siding is preferred. Aluminum siding is not permitted without prior written approval of the Developer or the Architectural Review Board.
- c. Brick: Natural sand molded brick is preferred. “Manufactured” sand mold and textured brick may also be used. Color ranges should be subtle with no dark brown, speckled or glazed brick permitted, unless otherwise approved by the Board or the Developer. Brick detail in chimneys, sills, entry steps and foundations are encouraged. Exposed single depth of brick or stone at building corners is not permitted.
- d. Stone: Cultured stone laid in a natural horizontal bed is preferred. Rubble and roughly squared stone is felt to be aesthetically more pleasing because of its natural quality than square cut dimensional or ashlar stone. Native Ohio limestone in gray or buff is recommended over more exotic stone.

- e. Stucco: Natural, hand finished, or sand textured finishes are preferred; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors. White stucco is discouraged.
- f. Other Materials: Use of other man-made materials is permitted if they are painted to blend with other natural materials. The use of wrought iron and other decorative ornamentation must be approved by the Architectural Review Board and/or the Developer.

Section 1.9.20 – Facades. All sides of a Living Unit should be finished with the same materials, or with compatible materials that blend with one another. Termination of masonry front facade materials shall be at inside building corners and at second floor roof overhangs. Where front facade masonry turns an outside corner to the side of the Living Unit, masonry must continue to the next break in the building facade; rear corner of side wall; or terminate to a carefully designed detail of architectural element (faux column, window bay, etc.) as approved by the Architectural Review Board.

Section 1.9.21 – Windows. Windows should be carefully selected and proportioned to enhance walls in which they are placed. Windows are required on all major walls including walls facing side yards.

Section 1.9.22 – Chimneys. Brick or stone masonry exterior construction is required. Vinyl sided chases, and bump-out chimneys are prohibited on all elevations. A flush mounted through the wall vent is permitted on the rear and side elevations only, provided the vent is painted to match the color of siding material surrounding the vent.

Section 1.9.23 – Sidewalks. Lot owners or their assigns shall, within three (3) months of occupancy of their Living Units, construct on their lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six sack limestone mix) and meet with the specifications of the applicable City of North Canton Ordinances and/or Regulations, and shall span the width of the lot and connect with the sidewalk constructed on adjoining lots on each side of the premises.

#### Section 1.10 – Streetlights.

Section 1.10.1 – Installation/Operation/Cost. The Developer shall provide streetlights. The cost of operation and maintenance of the lights shall be shared equally by lot owners and such costs shall be assessed as provided in Article V, Assessments, or as otherwise provided for by the City of North Canton.

## ARTICLE II

### RESERVATIONS AND EASEMENTS

#### Section 2.1 – Developer’s Right to Add Additional Land.

The Developer reserves unto itself and its successors and/or assigns, the right to add any and all property contiguous to The Sanctuary currently zoned R-50 and R-70, together with that land zoned RMFA and FMFB, to the Master Association; provided, however, that same or similar Restrictions shall be imposed upon said additional lands. The Master Association shall be an Ohio not-for-profit corporation. It is intended to be the primary homeowner’s association for The Sanctuary, and all other homeowner’s associations created under it, including the Links Association, shall be bound by the Master Association’s rules and regulations.

#### Section 2.2 – Future Easement Rights.

The Developer reserves unto itself and its successors and/or assigns, the right to petition for or grant future easement or rights of way for the construction, maintenance, extension and operation of all public or private utility facilities in or upon all highways and streets, now and existing or hereafter established, upon which any portion of The Links may now or hereafter front or abut. The owners of any and all lots of The Links agree to and do hereby consent to and affirm all such agreements that may be entered into between the Developer and public or private utility companies, entities or authorities.

#### Section 2.3 – Utility Easements.

Section 2.3.1 – Platted Easements. As provided for in the Plats, each lot in The Links shall be subject to a five foot (5’) wide easement on the side of each lot as it abuts adjacent lots and a twelve (12.00) foot wide easement at the front of each lot, being parallel with and contiguous to the streets and/or highways within or adjacent to The Links, excluding Applegrove St., N.W., for AEP, SBC Ohio, Utility Pipelines, Ltd., Time Warner Cable, and Aqua Ohio, to be used for installing, operating, maintaining and servicing of pole lines, underground cables and conduits. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on, and through these easements shall include all incidental appurtenances such as guys, conduits, poles, anchors, transformers, pad mounted transformers, pads, handholes, etc. Said easement rights shall include the right, without liability therefore, to remove trees and landscaping including lawns, flowers or shrubbery within said easement premises which may interfere with the installation, maintenance, repair or operation of electric current, and the right of access, ingress to and from any of the within premises, for exercising any of the purposes of this right of way and easement.

Section 2.3.2 – Relocation of Utility Easements. The Developer reserves unto itself, its successors and/or assigns, the right to relocate utility easements in accordance

with the requirements of Stark County, the City of North Canton, or as otherwise necessary for the orderly development of The Links.

Section 2.4 – Maintenance and Development Easements.

The Developer reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any dredging, filling, grading or installation of drainage facilities, including “Drainage Easements” (hereinafter defined) and/or a major storm spillway. Developer further reserves the right for itself, its agents, employees, successors and/or 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 creation and maintenance of a natural visual buffer within a 20 foot (20’) wide strip along portions of the east, west and south property lines of The Sanctuary. Entry onto said property for the purposes contemplated herein shall not be deemed a trespass.

Fleishour shall construct a sign and landscape area around the sign for The Links. Upon the formation of the Association, or the determination by Fleishour, the Links Association shall be responsible for the upkeep and maintenance of the sign and landscaping and shall have an easement and license over the lots sufficient to complete the same.

Section 2.5 – Drainage Easements.

Section 2.5.1 – Platted Easements. Each lot in The Links shall be subject to the Sanitary Sewer Easements, Storm Sewer Easements, Public Drainage Easements and Public Drainage Path Easements delineated on the Plats. By the City of North Canton accepting the aforementioned easements, lot owners shall not place or cause to have placed within the easement areas, any fences, landscaping trees, driveways, walks, structures or alter the ground elevation in any way. Should any of the above-mentioned occur, the City shall have the right to remove these items without compensation to the lot owner(s). The City shall only be responsible to re-seed disturbed easement areas as described in the most recent edition of the State of Ohio, Department of Transportation, Construction and Materials Specifications, Item 659 “Seeding and Mulching.”

Section 2.5.2 – Lot Perimeter Easements. Each lot in The Links shall have a seven and one-half foot (7.5’) easement located around its perimeter for purposes of promoting drainage within The Links. The Developer and/or the subsequently formed Master Association shall enforce proper maintenance, repair, operation and control of such drainage easements by the lot owners, at the lot owner’s sole cost and expense.

Section 2.5.3 – Mound Piping Easements. Easements are hereby created over The Links for the purposes of installing, maintaining, repairing and replacing mound piping, as the same is set forth on the Plats, which mound piping easements are intended to promote drainage within The Links and the entire Sanctuary Development. It shall be the obligation of the Developer and/or the subsequently

formed Master Association to properly maintain, repair, operate and control such easements unless they are accepted by the City of North Canton or another governmental entity having jurisdiction thereof.

Section 2.6 – Easements for Common Area.

The Developer has provided for and/or conveyed to the Master Association easements to maintain the areas around the entrance signs, fencing, mounding and boulevard entrances to the various phases of The Sanctuary. The Developer has also conveyed to the Master Association the pond, clubhouse and pool, landscape islands, walking paths, and open space Common Areas located around the entrance to The Sanctuary and The Links. Upon designation by the Developer of any part of The Links owned by it as Common Areas, the Developer shall cause a plat, showing those areas so designated, easement, deed or a declaration stating that such land has been so designated to be recorded among the records of the Recorder of Stark County. No part of The Links shall be considered part of the Common Areas, subject to the rights and easements of enjoyment and privileges hereinafter granted, unless and until the same shall have been so designated and the above described plat easement, deed or declaration filed in accordance with the foregoing procedures. Common Areas shall remain such in perpetuity, subject only to the provisions of Article III.

Section 2.7 – Landscape Easements.

The Developer and/or the subsequently formed Master Association shall be fully responsible for the maintenance, upkeep and repair of the entrance amenity landscape areas, open space and the cul-de-sac island landscape areas, as shown within the “Landscape Easements” set forth on the Plats and the retention basins constructed and to be maintained within the “Public Drainage Easements” also set forth on the Plats. The Landscape Easements and the Public Drainage Easements are included as Common Areas as described in the within Declaration, and as may be amended from time to time and recorded with the Stark County Recorder and the costs and expenses associated with said maintenance, upkeep and repair shall be deemed Amenity Landscape Expenses and Detention Basin Expenses. The Master Association shall hold the City of North Canton harmless and shall indemnify said City for any and all liability it may incur as a result of the creation and continued existence of the Landscape Easements set forth on the Plats.

**ARTICLE III**

**COMMON AREAS**

Section 3.1 – Establishment of Common Areas.

Developer desires to create within The Sanctuary, common areas, facilities and elements, including, without limitation, boulevards, landscape islands, entrance signs, open space, ponds, walking paths, and a clubhouse and pool, hereinafter collectively referred to as the “Common Areas,” each and all of which is and are for the benefit of lot owners in the entire Sanctuary Development, including owners of lots in The Links and each subsequent lot owner thereof or a portion thereof.

### Section 3.2 – Use of Common Areas.

Each individual owner of a lot in The Links, by virtue of being an owner, has the right, privilege and benefit of use of the Common Areas. This right is not assignable unto third parties and it terminates when a lot owner conveys his interest in a lot to another Grantee.

### Section 3.3 – Authority to Convey Common Areas.

Notwithstanding the rights, easements and privileges granted hereunder, the Master Association shall nevertheless have the power and authority to convey or dedicate any property or easement or right of way over the Common Areas free and clear of all such rights, easements and privileges if such conveyance or dedication is for use as a public roadway or pedestrian walkway, or to a public or private utility for the installation, operation and maintenance of utility services. Any other conveyance or dedication of the Common Areas shall be made only for a public purpose and, if made for a purpose other than those specified in the immediately preceding sentence of this Paragraph, only by an affirmative vote of at least two-thirds (2/3) of the voting members of the Master Association represented in person or by proxy entitled to vote at a meeting (annual or special) called for such purpose.

### Section 3.4 – Alterations to Common Areas.

All alterations to the Common Areas, including, but not limited to, installation of any improvements, construction of any building or structure, or planting, trimming, or maintenance of any landscaping, lawn or trees, shall be made or done solely by or at the direction of the Master Association (or the Developer, prior to the conveyance of the Common Areas to the Master Association), and no such alterations shall be permitted to be completed by any lot owner or occupant.

### Section 3.5 - Authority to Borrow Funds.

The Master Association shall have the power and authority to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage the same, and the rights of any such mortgages shall be superior to the easements and privileges herein granted and assured.

### Section 3.6 – Stark Parks Walking Trails.

The Developer and/or the Master Association reserve the right to contribute a portion of The Sanctuary to Stark County Park District, an Ohio political subdivision, along the east and north sides for the purpose of establishing walking trails in, through and upon the The Sanctuary. Owners of lots in The Links shall be permitted to use these walking trails.

## ARTICLE IV

### **THE MASTER ASSOCIATION**

#### Section 4.1 – Existence, Membership and Voting Rights.

The Master Association is an Ohio not-for-profit corporation. It is intended to govern The Sanctuary property, The Links property, and any adjacent property, the owners of which shall be bound by the Master Association's rules and regulations. The Developer hereby reserves unto itself and its successors and/or assigns, the right to add any and all property contiguous to the The Sanctuary currently zoned R-50 and R-70, together with that land zoned RMFA and FMFB, to the Master Association; provided, however, that same or similar Restrictions shall be imposed upon said additional lands. The membership of the Master Association is and shall be divided into two (2) classes as follows:

Section 4.1.1 – Class “A” Membership and Voting Rights. Each owner of a lot in The Sanctuary and The Links, with the exception of the Developer, shall automatically be Class “A” Members of the Master Association. All lot owners shall be Members of the Master Association. Class “A” Members shall be entitled to one (1) vote per lot in which they hold the fee simple interest or interests. In any situation where a Class “A” Member is entitled to exercise a vote and more than one (1) person holds the interest in such lot, the vote for such lot shall be exercised as those persons determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. In the absence of such advice, the vote of the lot shall be suspended if more than one (1) person seeks to exercise it. In the case of a lot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such owner shall be filed with the Secretary of the Master Association naming the person authorized to cast a vote for such lot, which certificate shall be conclusive until a subsequent certificate is filed with the Secretary of Master Association. Notwithstanding the foregoing, once a lot owner builds a Living Unit on more than one lot, he/she/it will be entitled to only one (1) vote.

Section 4.1.2 – Class “B” Membership and Voting Rights. The Developer shall automatically be the sole Class “B” Member of the Master Association. The Class “B” Member shall be entitled to three (3) votes for each lot owned by it. The Class “B” Membership shall cease and be converted to Class “A” Membership upon the sale and/or transfer of the last lot owned by the Developer in The Sanctuary and The Links.

#### Section 4.2 – Boards and Officers of the Association.

The Directors of the Board and the Officers of the Master Association shall be elected as provided in the Code of Regulations of the Master Association (the “Code”) and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles and Code, except as otherwise specifically provided.

### Section 4.3 – Rights of the Master Association.

Notwithstanding the rights and easements of enjoyment and use created in Article II of this Declaration, and in addition to any right the Master Association shall have pursuant to this Declaration, the Code or in law, the Master Association shall have the right:

- a. To borrow money from time to time for the purpose of improving the Common Areas, and, with the assent of two-thirds (2/3) of each class of Members, secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Master Association in accordance with its Articles and Code and subject to the provisions of this Declaration.
- b. To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.
- c. To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyances shall require the vote of two-thirds (2/3) of each of the Class “A” and Class “B” Members, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and agreements of this Declaration.
- d. To enter or authorize its agents to enter on or upon The Sanctuary property, or The Links Property, including any part thereof, when necessary in connection with any maintenance, repair or construction for which the Master Association is responsible or has a right to maintain, repair or construct.
- e. To grant or obtain or dedicate to public use, easements and rights-of-way: (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by two-thirds (2/3) of the Members has been recorded.

### Section 4.4 – Responsibilities of the Master Association

Section 4.4.1 – Maintenance of Common Areas. The Master Association shall maintain the Common Areas in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and non-structural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Master Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of the Common Areas. All work performed by the Master Association

under this Article shall be performed in a good and workmanlike manner. The Master Association shall maintain in perpetuity all landscape screening installed within the Common Areas adjacent to Applegrove St., N.W., in an attractive and healthy condition, and shall replace all diseased or dying plant material with similar plant stock. The Master Association shall pay all taxes, utilities, and insurance premiums related to its ownership and operation of the Common Areas. The Master Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Master Association, the Links Association, the Board, and lot owners, with such limits as the Board may determine (provided, that such coverage shall be for at least \$1,000,000.00 per occurrence, for personal injury and/or property damage), covering claims for personal injury and/or property damage. The Master Association shall have the authority to and shall obtain insurance for all improvements, buildings and structures now or at any time hereafter owned by it, against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of The Sanctuary and/or The Links, in amounts not less than one hundred percent (100%) of the insurable value of such improvements (based upon replacement cost).

Section 4.4.2 – Management. The Master Association will provide the management and supervision for the operation of the Common Areas. The Master Association shall establish and maintain such policies, programs and procedures, and shall perform and carry out all other duties and acts reasonably necessary to give effect to and to fully implement this Declaration for the purposes intended and for the benefit of the members and may, but shall not be required to:

- a. Adopt rules and regulations;
- b. Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors; and
- c. Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation.

Section 4.4.3 – Rules and Regulations. The Master Association may make and enforce rules governing the Common Areas which rules shall be consistent with the rights and duties established by this Declaration. Such rules shall apply to all owners, and their family members, guests, tenants and other occupants and the Master Association may sanction lot owners for violation by any such persons. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Master Association.

Section 4.4.4 – Developer’s Rights. During the period of existence of Class “B” Membership, the Developer may, but shall not be obligated to, exercise all or any of the powers, rights, duties and functions of the Master Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Developer’s blanket policy (if any), the right to perform each duty and obligation of the Master Association set forth herein, the right to collect assessments and disburse all funds of the Master Association, and the right to have a lien (and to foreclose said lien) on a Living Unit for unpaid assessments in the manner and to the extent granted to the Master Association as herein provided. Notwithstanding any other provision in this Declaration or the Code to the contrary, Developer, in Developer’s sole discretion, may turn over control of the Master Association to the Class “A” Members (hereinafter defined as the “Turnover Date” here and in the Code) at any time prior to the expiration of the Class “B” Membership as set forth in Section 4.1.2 above. Further, notwithstanding any other provision in this Declaration or the Code to the contrary, Developer, in Developer’s sole discretion, may retain control of the Master Association and not turn over control, administration and/or governance of the same to Class “A” Members until expiration of the Class “B” Membership as set forth in Section 4.1.2 above.

## ARTICLE V

### MASTER ASSOCIATION - ASSESSMENTS & FEES

#### Section 5.1 – Definition of Assessments.

As used in this Declaration, “Assessments” shall mean all of the costs and expenses incurred by the Master Association in the exercise of its obligations with respect to the Common Areas, including, without limitation:

- a. All expenditures required to fulfill the responsibilities of the Master Association, including, but not limited to, expenditures relating to maintenance fees;
- b. All amounts associated with the Landscape Expenses and Detention Basin Expenses as the same are discussed in more detail at Item 2.6 of the within Declaration;
- c. All amounts incurred in collecting assessments including all legal and accounting fees;
- d. Reserves for uncollectible assessments, unanticipated expenses, replacements, major repairs and contingencies;

- e. Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Five Thousand and Dollars and No/100 (\$5,000.00), without in each case the prior approval of the Class "B" Member and the vote of at least two-thirds (2/3) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for his purpose. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.
- f. Such other costs, charges, and expenses which the Master Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

#### Section 5.2 – Applicability.

All lot owners shall be members of the Master Association and shall be bound by all of the rules and regulations that may be established by its governing body.

#### Section 5.3 – Creation of Lien and Personal Obligation of Assessments.

Each owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Master Association: (1) annual Assessments or charges; (2) special Assessments for capital improvements; and (3) additional Assessments, all such Assessments to be established and collected as hereinafter provided. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them. Developer shall not have an obligation to pay Assessments for any lots it owns in The Sanctuary or The Links. As further provided in the Code, payment of the Assessments for a lot shall not commence until the earlier of (i) transfer of title of such lot to the owner by the builder of the Living Unit; or (ii) the occupancy of a Living Unit as a residence, whether occupied by the builder or a third party. Notwithstanding anything to the contrary hereinabove, an owner of two (2) or more lots in the Links, upon which only one (1) Living Unit has been constructed, shall only be responsible for payment of one (1) Assessment for each category listed above.

#### Section 5.4 – Purpose of Assessments.

For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Common Areas, the subdivision entrance walls and signs, and fences, the Master Association shall fix and assess a yearly assessment against each lot owner in the The Links. In making each assessment, the Master Association shall allocate a fair pro-rated share to each of the phases within The Sanctuary. The annual Assessment for each of the phases of The Sanctuary shall be divided equally among and be assessed equally against each lot or proposed lot within the particular phase.

Section 5.5 – Special Assessments.

In addition to the annual Assessments authorized herein, the Master Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Master Association, provided that any such special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be due as provided by the Board.

Section 5.6 – Uniform Rate of Assessments.

Both annual and special Assessments must be fixed at a uniform rate for all lots and may be collected on a monthly bases or other periodic basis not more often than monthly or less often than annually.

Section 5.7 – Payment of Assessments.

As soon as practicable in each year, the Master Association shall send a written statement to each lot owner which sets forth the amount of the annual Assessment and stating the terms of the total sum due and owing. The annual Assessment may be billed, however, in annual, semi-annual, quarterly or monthly installments, as the Master Association shall in its sole discretion determine, and shall be due within ten (10) days of receipt.

Section 5.8 – Effect of Nonpayment of Assessments; Remedies of the Association.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate set by the Master Association and shall be subject to the remedies available to the Master Association as set forth in this Declaration. In addition, the Master Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the owner's lot.

Section 5.9 – No Exemption for Non-Use of Facilities; No Refund of Reserves.

A lot owner may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are owned and/or operated by the Master Association or by abandonment of his lot. Furthermore, no lot shall be entitled to any portion of the funds held for reserves; nor shall any owner have a claim against the Master Association with respect thereto.

Section 5.10 – Initial Contribution.

As further provided herein and in the Code, payment of the Assessments for a lot shall commence upon the transfer of title of such lot to the owner, whether it be a builder or the person intending to occupy the Living Unit upon such lot as a primary residence. In addition to prorated Assessments due for the month in which an owner closes upon the acquisition of their lot or the Living Unit is occupied for residential purposes, owners shall also be required to pay a non-refundable initial working capital contribution to the Master Association at the closing upon the purchase of their lot. Such initial working capital contribution shall be in an amount established by the Developer and shall not be refundable to the owner or any party for any reason, including, without limitation, upon the re-sale of the lot. Developer and Fleishour shall not be required to pay such initial working capital contribution for lots it owns in The Sanctuary or The Links. The initial working capital contribution collected hereunder may be utilized for any purpose that Assessments may otherwise be utilized by the Master Association.

**ARTICLE VI**

**THE LINKS' ASSOCIATION**

Section 6.1 – Formation of The Links Homeowner's Association.

Developer and Fleishour will form the Links Association subsequent to the recordation of the within Declaration. The Links Association will be operated and controlled in accordance with its By-Laws. The Links Association has or will be formed to be and to serve as the Homeowner's Association of The Links. Fleishour is or upon formation will be the sole member of the Links Association. The Links Association shall manage The Links and the affairs of the Links with the right, however, to delegate its obligations as hereinafter provided. The Links Association shall fall under the umbrella of the Master Association and shall be subject to the rules and regulations of the Master Association.

Section 6.2 – Boards and Officers of the Links Association.

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

Section 6.3 – Rights of the Links Association.

Notwithstanding the rights and easements of enjoyment and use created in Article II of this Declaration, and in addition to any right the Links Association shall have pursuant Declaration, the Links Code, or in law, the Links Association shall have the right:

- a. To enter or authorize its agents to enter on or upon The Links, or any part thereof, when necessary in connection with any maintenance, repair or

construction for which the Links Association is responsible or has a right to maintain, repair or construct.

- b. To grant or obtain or dedicate to public use, easements and rights-of-way: (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of The Links; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by two-thirds (2/3) of the members of the Links Association has been recorded.

#### Section 6.4 – Responsibilities of the Links Association.

Section 6.4.1 – Maintenance. The Links Association and the individual lot owners in The Links shall share the maintenance and repair of The Links Property, lots within The Links and the improvements constructed on the lots within The Links as follows:

- (1) The Links Association shall be fully responsible for snow removal on all driveways and sidewalks within The Links (no salt or ice melting material shall be used); landscaping and lawn care, including mowing, edging, trimming, weeding, mulching (once per year), window cleaning (once per year), trash removal, and lawn fertilization (twice per year).
- (2) Each lot owner in The Links shall have the option of having The Links Association be responsible for said owner's additional window cleaning, lawn fertilization, general maintenance, flower and plant care, winterizing and spring opening of the sprinkler system servicing each lot within The Links, and other services as may be provided from time to time. The cost of these optional services will be billed to the lot owner at cost plus a reasonable management fee.
- (3) Except as set forth herein, each lot owner shall be fully responsible for the maintenance and repair of their lot within The Links and all improvements thereon.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AT NO TIME SHALL A HOMEOWNER MAKE ANY MATERIAL MODIFICATION OR ADDITION TO THE HOME, OR OTHER IMPROVEMENTS ON THE LOT OR TO THE LANDSCAPING ON THE LOT FROM THE ORIGINAL CONSTRUCTION AND INSTALLATION, INCLUDING BUT NOT LIMITED TO, EXTRA PLANTING AND FLOWER BEDS.**

Section 6.4.2 – Management. The Links Association will provide the management and supervision for the maintenance of The Links. The Links Association shall establish and maintain such policies, programs, and procedures, and shall perform and carry out all other duties and acts reasonably necessary to give effect to and to fully implement this Declaration for the purposes intended and for the benefit of the members and may, but shall not be required to:

- a. Adopt rules and regulations;
- b. Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors, for the purpose of enforcing the covenants contained in this Declaration and for any other reason it finds reasonably necessary;
- c. Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation.
- d. To enter upon the land or lot or portion thereof upon which, or as to which, such a violation or breach of a covenant exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Links Association, and the Links Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; and
- e. To enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach of a covenant.

Section 6.4.3 – Hiring Trades. The calendar year for hiring trades for yearly maintenance shall be April 1<sup>st</sup> to March 31<sup>st</sup>.

Section 6.4.4 – Rules and Regulations. The Links Association may make and enforce rules governing The Links, which rules shall be consistent with the rights and duties established by this Declaration. Such rules shall apply to all owners, and their family members, guests, tenants and other occupants and the Links Association may sanction lot owners for violation by any such persons. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Links Board shall, in addition, have the power to seek relief in any court for violations or to abate the nuisances. Imposition of sanctions shall be as provided for in the Links Code.

Section 6.4.5 – Fleishour’s Rights. So long as Fleishour retains ownership of at least 25% of the lots in The Links, Fleishour may, but shall not be obligated to, exercise all or any of the powers, rights, duties and functions of the Links Association, including, without limitation, the right to levy assessments as authorized herein, the

right to enter into a management contract, the right to obtain insurance under a blanket policy (if any), the right to perform each duty and obligation of the Links Association set forth herein, the right to collect assessments and disburse all funds of the Links Association, and the right to have a lien (and to foreclose said lien) on a Living Unit for unpaid assessments in the manner and to the extent granted to the Links Association as herein provided. Notwithstanding any other provision in this Declaration or the Links Code to the contrary, Fleishour, in Fleishour's sole discretion, may turn over control of the Links Association to the lot owners upon completion of Living Units on 75% of the lots in The Links. Further, notwithstanding any other provision in this Declaration or the Links Code to the contrary, Fleishour, in Fleishour's sole discretion, may retain control of the Links Association and not turn over control, administration and/or governance to the lot owners until completion of Living Units on 100% of the lots in The Links. Upon the sale of 25% of lots in the Links and for so long as Fleishour retains control of the Links Association, Fleishour shall have the right to appoint a Links lot owner as a spokesperson to correspond with Fleishour on behalf of all of the other lot owners in the Links (hereinafter "Designated Agent").

Section 6.4.6 – Correspondence. All communication with the Links Association, its Board or Officers, shall be made in writing. Correspondence made prior to the formation of the Links Association shall be made to Fleishour by the Designated Agent.

## ARTICLE VII

### THE LINKS ASSOCIATION - ASSESSMENTS & FEES

#### Section 7.1 – Assessments.

Section 7.1.1 – General. Assessments for The Links shall be made in the manner provided herein and in the Bylaws.

Section 7.1.2 – Division of Assessments. Assessments for The Links shall be levied against the lot owners by the Links Association in an equal amount for each lot owner (hereinafter "Common Expenses"). Each lot owner shall pay his proportionate share of Common Expenses and any special or additional assessments levied against him in such manner and at such times as provided herein and in the Bylaws. Expenses for the electric and water for The Links entrance which are metered through Lots 76 and 85.

Section 7.1.3 – Payment of Common Expenses. As soon as practicable in each year, the Links Association shall send a written statement to each lot owner which sets forth the amount of his/her Common Expenses and stating the terms of the total sum due and owing. The Common Expenses shall be billed in annual or semi-annual installments only and shall be due within ten (10) days of receipt. Dues shall be billed based on a calendar year of April 1<sup>st</sup> to March 31<sup>st</sup>.

Section 7.1.4 – Non-Use of Facilities. No lot owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of maintenance or repair to his lot or by the abandonment of his lot.

## **ARTICLE VIII**

### **LIENS**

#### Section 8.1 – Perfection of Lien.

If any owner shall fail to pay any Assessment or Common Expense levied in accordance with this Declaration (hereinafter referred to as the “Delinquent Owner”) when due and such Assessment or Common Expense is delinquent, or if an owner shall violate any rule or breach any restriction, covenant, or provision contained in the Declaration or Code (hereinafter referred to as the “Violating Owner”), either the Board and/or the Links Board may authorize the perfection of a lien on the ownership interest of the Delinquent Owner and/or the Violating Owner by filing for record with the Recorder of Stark County, Ohio, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the Delinquent Owner and/or the Violating Owner, a description of the ownership interest of the Delinquent Owner and/or the Violating Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and the costs of collection, and a statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

#### Section 8.2 – No Waiver Implied.

The creation of a lien upon an ownership interest owned by a Delinquent Owner and/or a Violating Owner shall not constitute a waiver, nor shall it preclude or prejudice the Developer, the Master Association, Fleishour and/or the Links Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

#### Section 8.3 – Personal Obligations.

The obligations created pursuant to this Article VIII shall be and remain the personal obligation of the Delinquent Owner and/or the Violating Owner until fully paid, discharged or abated and shall be binding on their heirs, personal representatives, successors and/or assigns.

## **ARTICLE IV**

### **GENERAL PROVISIONS**

#### Section 9.1 – Limits, Modifications and Enforceability.

Section 9.1.1 – Modification. Together, Developer and Fleishour reserve for themselves, their successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action

advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by owners of two thirds (2/3) of the lots within The Links agree to such amendment, change, cancellation or addition. The Restrictions contained herein shall be deemed as covenants running with the land, and shall be binding upon and inure to the benefit of the Developer, the Master Association, the Links Association, and the respective Grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns.

Section 9.1.2 – Hardship. If by reason of the shape, dimension, or topography, of any lot or for any other reason satisfactory to the Developer, the enforcement of the provision of these Restrictions would work a hardship, the Developer may modify or grant a variance from such provisions. Such modification or variance may be granted by the Developer if such modification or variance will not do material damage to any adjacent lot or property. Requests for modifications or variances must be submitted to the Developer in writing with the sufficient plans, specifications, and evidence required or requested by the Developer to render a modification. Construction or improvement shall not commence until written approval is granted by the Developer.

Section 9.1.3 – Enforceability. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successors for such person or entity, who is or becomes an owner of any lot in The Links as well as the Developer, its successors or assigns, and Fleishour, its successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of The Links and the protection of all present and future owners of any part of The Links. Failure of the Developer and/or Fleishour to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these Restrictions. However, the failure, refusal or neglect of the Developer or Fleishour, and their successors or assigns, to enforce these Restrictions or to prevent violations thereof shall in no event make the Developer or Fleishour, and their successors or assigns, liable for such failure, refusal or neglect.

Section 9.2 – Interpretation and Severability.

In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Restrictions, the interpretation by the Developer shall be final and conclusive upon all interested parties, including the Master Association and the Links Association. Subject to the foregoing sentence, in case of uncertainty as to the meaning of any article, sentence, clause, phrase or word in these Restrictions, the interpretation by the Master Association shall be final and conclusive upon all interested parties, except the Developer. Further, determination by any appropriate authority or court that any paragraph or provision of the Restrictions is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.

Section 9.3 – Period of Duration.

These Restrictions, and the charges and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period of fifty (50) years from the date hereof; and shall be automatically reinstated for a like period unless written objection is theretofore declared and filed by the Master Association or by the Developer with Recorder of Stark County, Ohio.

Section 9.4 – Constructive Notice and Acceptance.

Every person who now or hereafter owns or acquires any rights, title or estate in any portion of The Links is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference to these Restrictions is contained in the instrument by which such person acquired an interest to a lot in The Links.

Section 9.5 – Rights of Mortgagee.

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

Section 9.6 – Mutuality/Enforcement.

All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of the Developer, the Master Association, the Links Association, the lot owners and their successors and assigns; these Restrictions shall create mutual equitable servitude's upon each lot in The Links in favor of other real property in The Links; these Restrictions shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all Grantees thereof; and these Restrictions shall operate as covenants running with the land for the benefit of all such property and the owners thereof.

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

Section 9.7 – Developer acting as Association or Board.

Until such time as all of the lots in The Links have been sold to individuals or entities other than the Developer, or an entity controlled by the Developer, or at such earlier time as the Developer may elect, the Developer may, in its discretion, exercise all rights granted herein to the Master Association, the Links Association or the Architectural Review Board. The Developer, however, shall have no obligation to exercise such rights.

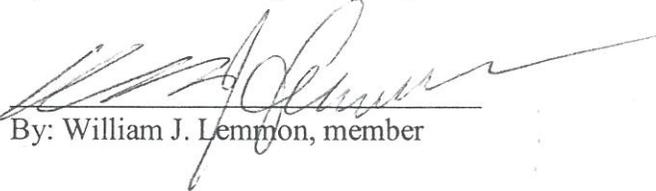
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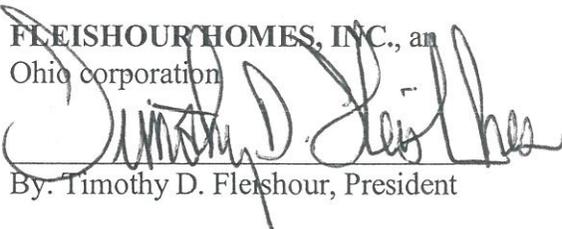
These Reservations, Covenants, Restrictions and Conditions have been duly signed, acknowledged and delivered by McKINLEY-APPLEGROVE, LTD., an Ohio limited liability company, the Developer of The Links, and FLEISHOUR HOMES, INC., an Ohio corporation, the exclusive builder of Living Units in The Links, this 25th day of April, 2006.

**McKINLEY-APPLEGROVE, LTD.**, an  
Ohio limited liability company

By: McKinley Development Company, Ltd.,  
an Ohio limited liability company, Member

  
By: Robert J. DeHoff, member

  
By: William J. Lemmon, member

**FLEISHOUR HOMES, INC.**, an  
Ohio corporation  
  
By: Timothy D. Fleishour, President

STATE OF OHIO, STARK COUNTY

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, by McKinley Development Company, Ltd, an Ohio limited liability company, its Member, by Robert J. DeHoff and William J. Lemmon, all of its members, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed of them individually and as said members and that they are duly authorized herein.

IN WITNESS WHEREOF, I have set my name and official seal this day of 25th April, 2006.

  
Notary Public



**JAMIE KRESS**  
Notary Public, State Of Ohio  
My Commission Expires April 29, 2007

STATE OF OHIO, STARK COUNTY

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named **FLEISHOUR HOMES, INC.**, an Ohio corporation, by Timothy D. Fleishour, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed both individually and as said officer and that he is duly authorized herein.

IN WITNESS WHEREOF, I have set my name and official seal this day of 25th April, 2006.



**JAMIE KRESS**  
Notary Public, State Of Ohio  
My Commission Expires April 29, 2007

Jamie Kress (Kress)  
Notary Public

This instrument prepared by:

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