

33
105

AFFIDAVIT OF CONSENT TO THE ATTACHED MODIFICATION OF RESTRICTIONS

Now comes Edwin E. Irving, who being duly sworn, states from personal knowledge as follows:

1. I am Edwin E. Irving and I am the President of the Hills & Dales Owners Association.
2. Pursuant to Article XV of the restrictions applicable to lots in the Hills & Dales Allotments, the consent of a majority of the owners of lots in the Hills & Dales Allotments has been obtained to the attached Modification of Restrictions.
3. The consent of such lot owners is evidenced by instruments in writing, signed, witnessed, and acknowledged as provided in said Article XV, which instruments are now part of the permanent records of the Hills & Dales Owners Association.

Further, Affiant sayeth naught.

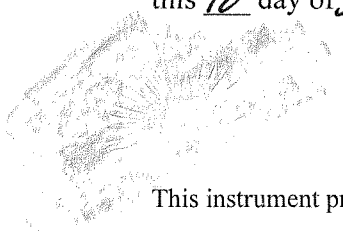
Witness:

Edwin E. Irving
Edwin E. Irving
 Edwin E. Irving, President
 Hills & Dales Owners Association

STATE OF OHIO, COUNTY OF STARK, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Edwin E. Irving, President of the Hills & Dales Owners Association, who acknowledged that he did sign the foregoing Affidavit on behalf of said Association and that the same is his free act and deed personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio this 10th day of SEPTEMBER, 2008.



Robert M. Sweeney
 Notary Public

This instrument prepared by:

Sheila Markley Black, Esq.
 Day Ketterer Ltd.
 200 Market Avenue North, Suite 300
 Canton, Ohio 44702
 (330) 455-0173

ROBERT M. SWEENEY
 Notary Public, State of Ohio
 My Commission has no expiration date.



MODIFICATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, in a certain deed and agreement dated September 22nd, 1923, and recorded in Volume 813, Pages 9 to 22, of the Deed Records of Stark County, by and between THE T.K. HARRIS COMPANY, as Grantor, and JOSEPH M. BLAKE, as Grantee, the said The T.K. Harris Company did bargain, sell and convey unto said Joseph M. Blake the following described premises:

All the real estate situated in Sections No. 35 and 36 in Jackson Township, Stark County, Ohio, described as follows: All of the lands and lots included in and covered by Hills & Dales Allotment, the plat of which Allotment was filed for record in the Recorder's Office of Stark County, Ohio, on the 20th day of September, 1923, and is recorded in Plat Book 15, Pages 10, 11, 12 and 13 of the Plat Records of said County, and the Lots therein included being numbered consecutively from 1 to 115 inclusive, together with all the privileges and appurtenances unto the same belonging; and

WHEREAS, in said deed and agreement there were established in and for the aforesaid Hills & Dales Allotment certain covenants, agreements, conditions, provisions, easements, restrictions and charges; and

WHEREAS, by agreement dated October 28th, 1940, recorded in Volume 1309, Page 2, of the records of Stark County, Ohio, between The T.K. Harris Company and more than two-thirds of the then owners of the lots in the Hills & Dales Allotment, part of the plat of the Northwest part of said Allotment was vacated, said part being described as follows:

"Bounded on the North by Hills & Dales Road; on the West by the West line of said allotment; on the South by the North line of Lot No. 108; on the Eastwardly and Southerly sides by the Westwardly and Eastwardly meandering line of Brentwood Road and on the East side by the East line of Lot No. 7 which is also the West line of Dunkeith Drive"; and

WHEREAS, thereafter the Court of Common Pleas of Stark County, Ohio, entered a decree in Case No. 81517 in said Court vacating the above described part of said allotment; and

WHEREAS, thereafter The T.K. Harris Company duly executed and recorded in Plat Record 24, Pages 24 and 25 of the Plat Records of Stark County, a Re-Plat of the above described part of said allotment, therein, designated as Hills & Dales Allotment No. 2, and therein re-platting lots No. 1, 2, 3, 4, 5, 6, 7, 108, 109, 110, 111 and 112 of the original Hills & Dales Allotment as Lots No. 116 to 139 inclusive in Hills & Dales Allotment No. 2; and

WHEREAS, in a certain deed and agreement dated April 17th, 1941, recorded in Volume 1325, Pages 1 to 10 of the Deed Records of Stark County, by and between The T.K. Harris Company as Grantor, and Joseph J. Blake as Grantee, said The T.K. Harris Company did bargain, sell and convey unto the said Joseph J. Blake all the lots in Hills & Dales Allotment No. 2, numbered from 116 to 139 inclusive; and

WHEREAS, in said deed and agreement there were established in and for the aforesaid Hills & Dales Allotment No. 2 certain covenants, agreements, easements, restrictions, provisions and charges as are more fully set out in said deed and agreement, to which reference is hereby made and which is incorporated herein; and

WHEREAS, under the provisions of Article XIV of the aforesaid deeds and agreements. The T.K. Harris Company, by the proper instrument dated February 11, 1953, and recorded in Volume 9, Page 249, in the Office of the Recorder of Stark County, Ohio, has assigned, transferred and set over unto the Hills & Dales Owners Association, an Ohio Corporation, not for

profit, all the rights, powers, maintenance, charges, titles, easements, trusts, estates and obligations reserved to or given by The T.K. Harris Company in the aforesaid deeds and agreements including the right to consent or refuse to consent, to annul, waive, change or modify, any of the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in said deeds and agreements; and

WHEREAS, Article XV of the aforesaid deeds and agreements provides as follows;

"The Company shall have the right in its absolute discretion at any time to annul, waive, change or modify any of the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in the foregoing Articles hereof, as to the whole or any part of said Hills & Dales Allotment, with the consent of a majority in number of the then owners of lots in said allotment, as to any land included in said allotment, by an instrument in writing, signed, witnessed and acknowledged by the Company and by a majority in number of the owners of lots in said tract.

"After the Company or any company, corporation or association to which it may transfer its duties, rights and privileges under Article XIV hereof goes out of existence, or whenever it or any said company, corporation or association shall relinquish the rights herein reserved to it, the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in the foregoing Articles may be annulled, waived, changed or modified by the written agreement of two-thirds of the owners of the lots in said allotment.

"The Company shall have the right in its absolute discretion to treat said tract and any other adjoining or nearby tract or tracts, having the same or similar restrictions as a single tract insofar as it may consider proper, and whenever by appropriate instrument it shall have so declared, the action of a majority in number of the owners of lots in all such tracts taken in the manner herein provided, at the option of the Company may be effective to annul, waive, change, enlarge or modify any of the covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained.


"All instruments executed for the purpose of annulling, waiving, changing and enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this deed shall be executed in the manner in which deeds are required to be executed and shall be recorded."

WHEREAS, the restrictions are further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on November 12th, 1957, and recorded in Volume 2548, Page 348, of the Deed Records of Stark County, Ohio, and which is incorporated herein by reference; and

WHEREAS, the restrictions were further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on July 8, 1965, and recorded in Volume 3108, Page 224, of the Deed Records of Stark County, Ohio, and which is incorporated herein by reference; and

WHEREAS, the restrictions were further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on November 29th, 1977, and recorded in Volume 4163, Page 214, of the Deed Records of Stark County, Ohio, and which is incorporated herein by reference; and

WHEREAS, the restrictions were further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on January 22, 1980, and


Instr: 200809170041514 09/17/2008
P: 3 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673


recorded in Volume 42, Page 245, of the Records of Stark County, Ohio, and which is incorporated herein by reference;

WHEREAS, the restrictions were further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on May 15, 1992, and recorded in Volume 1220, Page 296, of the Records of Stark County, Ohio, and which is incorporated herein by reference; and

WHEREAS, the restrictions were further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on August 31, 1994, and recorded in volume 1702, Page 850, of the Records of Stark County, Ohio, and which is incorporated herein by reference; and

WHEREAS, the restrictions were further modified by separate instrument signed by the Hills and Dales Owners Association and a majority of the lot owners on January 8, 2001, and recorded by instrument 2001001780 of the Records of Stark County, Ohio and which is incorporated herein by reference; and

WHEREAS, the annual maintenance charge assessed to lot owners is more properly apportioned to all owners than pro-rated by lot size; and the approvals process for new projects needs to be strengthened and clarified; and certain areas of responsibility have previously been transferred to the Village of Hills and Dales, and it is now the desire of the parties hereto to change and modify the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in the aforesaid deeds and agreements as to the whole and all parts of the Hills & Dales Allotments in their entirety, we, the undersigned, being respectively the Hills & Dales Owners Association and a majority in number of the owners of lots in Hills & Dales Allotments do hereby change and modify the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in the aforesaid deed and agreement dated September 22nd, 1923, and recorded in Volume 813, Pages 9 to 22, of the Deed Records of Stark County, in the aforesaid deed and agreement dated April 17th, 1941, and recorded in Volume 1325, Pages 1 to 10, of the Deed Records of Stark County; and modified by instrument recorded in Volume 2548, Page 348, of the Deed Records of Stark County, Ohio; by instrument recorded in Volume 3108, Page 224, of the Deed Records of Stark County, Ohio; by instrument recorded in Volume 4163, Page 214, of the Deed Records of Stark County, Ohio; by instrument recorded in Volume 42, Page 245, of the Records of Stark County, Ohio; by instrument recorded in Volume 1220, Page 296, of the Records of Stark County, Ohio; by instrument recorded in Volume 1702, Page 850, of the Records of Stark County, Ohio; and by instrument 2001001780 recorded in the Records of Stark County, Ohio; and by completely revising said restrictions as follows:


Instr: 200809170041514 09/17/2008
P: 4 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

Hills and Dales Deed Restrictions

Compliance with the Restrictions is important and will be strictly enforced. Please be reminded that these Restrictions were put into effect to establish and maintain the beauty that is inherent to the Village of Hills and Dales. A contract to purchase or sell property in the Village brings with it a commitment to uphold these Restrictions to your deed.

Contents

1. Declaration of Purposes
2. Summary of Restrictions
3. Text of Restrictions
4. Minimum Requirements for Approval
Of Plans & Specifications


Instr: 200809170041514 09/17/2008
P. 5 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

1 Declaration of Purposes

- 1.1 Briefly, the purpose of these Restrictions is to create a permanent residential community, which will defy all business encroachments and remain a select group of beautiful country homes for all time to come. The intention is to leave the way open for everything that will enhance, and prohibit all that might damage the beauty or value of the one hundred and thirty-nine country estates that will eventually comprise Hills and Dales.
- 1.2 Each plot of ground represents the best engineering and artistic judgment of competent Landscape Architects and therefore may not be divided or sold except as a whole.
- 1.3 A few of the places in Hills & Dales are as small as three-fourths of an acre. The average is about an acre and a half. The largest are a little over three acres. Each is intended for a single residence, including private garage, private stable, servants' quarters, etc., and only one such residence may be built, except in connection with a very few large lots, where one additional residence, etc., may be built with the consent of the Developing Company and the abutting property owners.
- 1.4 It is the purpose to insure that all building, planting, painting and locations shall be in harmony with the general plan. Thus the mere compliance with a minimum price and the location of buildings at correct distances from the lot lines will never enable anyone to erect a structure that is out of keeping with the Hills & Dales community as a whole.
- 1.5 All plans and specifications for building, planting, painting or engineering work are subject to written approval by the Developing Company and after fifty lots have been sold by an association which will consist entirely of those who own property in Hills & Dales.
- 1.6 The Hills & Dales community as a whole is protected in its right to enforce these restrictions and to abate any violation of them.
- 1.7 Hills & Dales is one of the outstanding residence sections in this part of the country. It adjoins one of the finest Country Clubs in the United States. Another excellent club is only a little more than a mile away.
- 1.8 It is located at the very heart of a district, which seems to have been dedicated permanently to residence and recreational purposes by its graceful topography and picturesque beauty and by its natural isolation from railroad and factory encroachment. With these restrictions, in addition to its natural advantages, it offers the positive assurance of permanence, with the certainty of harmonious and artistic surroundings.
- 1.9 For the sagacious investor, for those who appreciate quick access to good companionship and healthy recreation, and for all who cherish happiness in home life and beauty in home surroundings, Hills & Dales is preeminently the most desirable place in Stark County in which to buy land and build a permanent

home.



Instr: 200809170041514 09/17/2008
P: 7 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

2 Summary of Restrictions

2.1 ARTICLE I

2.1.1 Defines these restrictions. It is specified that they be construed together and interpreted in the matter which will best tend towards the consummation of the general plan.

2.2 ARTICLE II

2.2.1 Nuisances of every kind are prohibited and the right to determine what constitutes a nuisance is reserved to an association of the property owners. This article defines as nuisances factories, work shops, stores, apartments, duplex or double houses, business structures of any kind, public institutions except schools, unapproved signs, excavations except for building purposes, barns, cattle yards, pastures, vaults, cesspools, catch basins, saloons or any establishment for manufacture or sale of liquor.

2.3 ARTICLE III

2.3.1 Provides that land shall be used for private residence purposes only. That not more than one private dwelling and one private garage may be erected on any one lot except as noted. That no lot shall be subdivided for future sale, nor sold except as a whole, except by written approval of the association. That any building started must be completed within one year.

2.4 ARTICLE IV

2.4.1 Provides for setbacks from street lines and property lines. The average setback from street line is 75 feet. The maximum is 150 feet and the minimum is 50. The average setback from sidelines of a lot is 30 feet. Building projections are defined as to size and character.

2.5 ARTICLE V

2.5.1 Provides that all plans and specifications for buildings, location and arrangements of buildings, planting of trees and shrubbery, exterior painting and decorating, must be submitted and approved in writing. This approval must extend to grading, fences, hedges, walls, walks, septic tanks, drainage equipment, and everything that may affect the appearance or value of the general development. Right is reserved to refuse approval of any detail of any original plan for reasons either or utility or beauty, to compel adherence to the details of every plan as approved by the association, and to exercise the same supervision over all changes that may be made in the future on any property. An approvals Request form is to be submitted with each request for approval. In accordance with Ordinance 2008-5, an additional Village Project Authorization Certificate may be required.

Instr: 200809170041514 09/17/2008
P: 8 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

2.6 ARTICLE VI

2.6.1 Easements are reserved over 6 feet on each side of each lot for electric wires and conduits required for light, power and telephone services; for storm water drains, public or private sewers, and for gas or water pipes if it is decided later to install the same. Also to maintain a pipe and telephone line over several certain lots until moved to the public roadway.

2.7 ARTICLE VII

2.7.1 Reserves the right to dedicate certain lots for use as private parks for the benefit of all the property owners in Hills and Dales.

2.8 ARTICLE VIII

2.8.1 Provides for the future installation of storm and sanitary sewers if approved by a majority of the property owners. In the meantime it provides for regulation of storm water drainage and proper supervision of septic tanks.

2.8.2 Describes the drainage system for the entire property with reference to its connections with the county ditch system and reserves the easements necessary to maintain and extend the system, as necessity requires. Requires approval for all plans for connecting private drainage tiles with the existing system.

2.9 ARTICLE IX

2.9.1 Provides for an annual assessment maintenance charge to each Lot Owner.

2.10 ARTICLE X

2.10.1 Provides means to abate all violations of these restrictions.

2.11 ARTICLE XI

2.11.1 Provides means to enforce the purposes of these restrictions.

2.12 ARTICLE XII

2.12.1 Makes all restrictions perpetual, except as they may be modified by written agreement among two-thirds of the lot owners executed and recorded in the same manner as a deed.

2.13 ARTICLE XIII

2.13.1 Defines the Trust imposed upon the Development company, and limits its liability.

2.14 ARTICLE XIV

2.14.1 Defines the Development Company's obligation to assign its rights and obligations under these restrictions to a company or association consisting of the property-owners in Hills and Dales after 50% of the lots shall have been sold.

- 2.15 ARTICLE XV
- 2.15.1 Defines conditions under which these restrictions may be modified either by the Development Company or by the property owners at a later time.
- 2.15.2 NOTE: The foregoing summary is for convenient reference, and no part of it shall be interpreted as a legal or binding statement if it conflicts in any way with the text of the legal restrictions as printed in the following pages.
- 3 Text of Restrictions
- 3.1 KNOW ALL MEN BY THESE PRESENTS: That,
- 3.2 WHEREAS, the T.K. Harris Company is an Ohio corporation having its principal place of business in the city of Canton, Stark County, Ohio, and for convenience hereinafter designated "the Company," and,
- 3.3 WHEREAS, the Company owns land in sections Thirty-five (35) and Thirty-six (36), Township Eleven (11) (Jackson), Range Nine (9), Stark County, Ohio all of which it has caused to be platted and allotted under the name of "Hills and Dales" plat of which allotment was on the 20th day of September, 1923, filed for record in the Recorder's Office, Stark County, Ohio, and recorded in plat record Volume 15, pages 10, 11, 12 and 13 of the plat records of said County, and,
- 3.4 WHEREAS, the Company has developed and improved said lands so allotted and intends to further improve the same and has opened up and laid out the streets, roads, and ways shown on that plat of said allotment and is desirous of subjecting all of said allotment to certain covenants, agreements, easements, restrictions, provisions, conditions and charges as hereinafter set forth; and,
- 3.5 WHEREAS, Joseph M. Blake, of Canton, Ohio, hereinafter called Purchaser, is desirous of purchasing certain of the lots shown on said plat of Hills and Dales allotment and on behalf of himself and others who wish to become purchasers, is desirous of cooperating with the Company for the purpose of making the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, benefit and bind alike the Company, its successors and assigns, and the Purchaser, his heirs, executors, administrators and assigns, and all others who may hereinafter be or become purchasers, and also to benefit and bind the lots to be retained and owned by the Purchaser and all the lots and lands included in said plat of Hills and Dales allotment; and,
- 3.6 WHEREAS, in order to make said covenants, agreements, easements, restrictions, provisions, conditions and charges, benefit and bind all the land included in said plat of said Hills and Dales allotment, and also benefit and bind all present and future owners and occupants of said lands, the Company and the Purchaser have agreed to enter into this deed and agreement whereby the Company will convey to the Purchaser all the lots shown on said plat of said Hills and Dales and immediately thereafter the Purchaser will reconvey to the Company, charged with all the covenants, agreements, easements, restrictions,

provisions, conditions and charges hereinafter set forth, all of the lots and land conveyed to him, except lots Numbered One Hundred and Fourteen (114) and One Hundred and Fifteen (115), as shown on the plat of said allotment.

3.7 NOW THEREFORE, this Deed and Agreement, WITNESSETH, that in consideration of the premises and of the sum of Five Thousand Dollars (\$5,000.00) and other good and valuable considerations to it paid by the Purchaser, the receipt whereof is hereby acknowledged, and in consideration of the performance of the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter and heretofore set forth, the Company does hereby bargain, sell, and convey unto the said Joseph M. Blake, his heirs and assigns forever, upon the subject to the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, all the real estate situated in sections Numbered 35 and 36 in Jackson Township, Stark County, Ohio, described as follows:

3.8 All of the lands and lots included in and covered by Hills & Dales allotment, plat of which allotment was filed for record in the Recorder's Office, of Stark County, Ohio, on the 20th day of September, 1923, and is recorded in plat record volume 15, pages 10, 11, 12 and 13 of the plat records of said county, the lots therein Included being numbered consecutively from One (1) to One Hundred Fifteen(115) inclusive; together with all the privileges and appurtenances unto the same belonging.

3.9 Modified one paragraph October 28, 1940 to re-plat Hills and Dales:

3.9.1 "The T.K. Harris Company duly executed and recorded in Plat Record 24, Pages 24 and 25 of the Plat Records of Stark County, a Re-Plat of the above described part of said allotment, therein designated as Hills & Dales Allotment No.2, and therein re-platting lots No. 1, 2, 3,4, 5, 6, 7, 108, 109, 110, 111 and 112 of the original Hills & Dales Allotment as Lots No. 1 16 to 139 inclusive in Hills & Dales Allotment No.2."

3.9.2 TO HAVE AND TO HOLD the said premises to the said Joseph M. Blake, his heirs and assigns forever, subject, however, to and upon the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinafter set forth, which is hereby covenanted and agreed shall benefit and be binding upon the Company and its successors and assigns, and shall benefit and be binding upon the Purchaser, his heirs, executors, administrators and assigns, and shall benefit and be finding upon all the land included in said plat of Hills Dales, the Company hereby covenanting that the title so conveyed is clear, free and unencumbered, except as indicated herein and on said Plat of Hills & Dales, referenced to which is hereby made, and that it will warrant and defend the same against all claims, whatsoever, and excepting only the covenants, agreements, easements, restrictions, provisions, conditions and charges following.

4 ARTICLE I, GENERAL PROVISIONS AND DEFINITIONS

4.1 The following covenants, agreements, conditions, provisions, easements, restrictions, and charges have been adopted by said Company in pursuance of a

general plan for the better and uniform improvement and benefit of all the property herein conveyed and for the benefit and protection of all the persons who are now or may hereafter become owners thereof.

- 4.2 The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions, and charges herein set forth.
- 4.3 The Company shall have the right to construe and interpret these restrictions, and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.
- 4.4 In all cases these covenants, agreements, conditions, provisions, easements, restrictions and charges shall be given that interpretation or construction which will best tend toward the consummation of the general plan aforesaid and toward the consummation of the general plan aforesaid and toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.
- 4.5 No covenants, provisions, conditions, restrictions, or recitals in any subsequent deed or deeds for said property shall have the effect of enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as provided herein.
- 4.6 All the restrictions herein contained shall be construed together, but it if shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.
- 4.7 All the restrictions herein set forth are made and created in consideration of the benefits to accrue to all the premises herein conveyed and to the parties to this deed and to all persons who may be or become owners of any of said premises, and are also made and created on and for the cash consideration herein named, and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.
- 4.8 No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated in the manner provided herein.
- 4.9 The word "street" as used herein is intended to mean any street, highway, or other thoroughfare shown on said plat or hereafter laid out in said allotment, including "Tremont Circle" and Brentwood Close" as designated on said plat, whether designated as a street, avenue, road, drive, place, lane, alley, pathway, or otherwise.
- 4.10 A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than forty (40) feet in width upon which the particular lot abuts. A corner lot shall be deemed to front on the street upon which it has its smallest frontage, except in cases where the Company shall designate in this Deed, or in any deed

hereafter made by it conveying any corner lot, the street on which such corner lot shall thereafter be considered as fronting.

- 4.11 The word "building" as used in this Deed is intended to mean any structure projecting above the surface of the ground.
- 4.12 The word "Company" wherever used herein shall mean the Company and its successors and assigns wherever the context so admits.
- 4.13 The words "Hills & Dales" or "Allotment" or "Tract" where used herein are each intended to mean all the land shown on and included in the Plat of the Hills & Dales allotment hereinbefore referred to.
- 14.14 Modified November 13, 1957, Stark County Records Vol.2524, pages 348-351 to include:
- 4.14.1 No lot owner shall sell, assign, transfer, (except transfers at death or by operation of law) or lease any lot in the Hills & Dales Allotments to any person, firm or corporation who has not been accepted for membership in the Hills & Dales Owners Association, or in any corporation or association which may hereafter succeed to the rights, powers and duties now exercised by the Hills & Dales Owners Association. Such acceptance for membership in said Hills & Dales Owners Association shall be evidenced by an endorsement on the instrument of conveyance by which said lot is being sold, assigned, transferred or leased executed by an officer of the Hills & Dales Owners Association. A bona fide mortgage shall not be considered a transfer within the meaning of this paragraph.

5 ARTICLE II - NUISANCES

- 5.1 There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land in said tract, any nuisances of any character.
- 5.2 Any building or thing herein prohibited or forbidden shall be conclusively deemed a nuisance.
- 5.3 No garbage, manure, offal, dead animals, dead poultry, or refuse or waste matter of any kind shall be permitted to be or remain on any part of said premises.
- 5.4 Any stable (except stable for not more than two riding horses or ponies), cattle yard or pasture, hog pen or house, privy vault, any vault, cesspool, catch basin or other receptacle for the collection or storage of liquid, refuse or other waste matter, other than what is known as a septic tank, and other than the underground storage of water, fuel for heating or power purposes and for automobiles, or any general sewerage disposal work or plant that may hereafter be constructed on or about said allotment, shall be conclusively deemed to be a nuisance.
- 5.5 A manure bin or receptacle may be constructed and maintained in connection with each permissible stable; but the same must be enclosed and covered and the location thereof and the design and plan therefore must be approved in writing by

the Company and after erection shall be regularly emptied and maintained in an unobjectionable condition and the same shall be removed, altered, changed, relocated or cleaned at any time upon demand of the Company.

- 5.6 Any plant, manufactory, public garage, works, shop, store, establishment or structure for the purpose of carrying on any kind of business whatsoever shall be conclusively deemed to be a nuisance.
- 5.7 Any hogs, cattle or other livestock, except two riding horses or ponies as above set forth, and except draft animals used by the Company during the development and maintenance of the property, shall be conclusively deemed to be a nuisance.
- 5.8 Any crematory, graveyard, jail, penitentiary, house of correction, work house, reformatory, house of detention, hospital, asylum, sanitarium or institution of like or kindred nature, shall be conclusively deemed to be a nuisance.
- 5.9 No intoxicating liquor, either malt, vinous, spirituous, or any kind of character of liquor shall be manufactured for sale or sold on said Tract and no saloon shall ever be maintained or kept thereon. Any saloon shall be conclusively deemed a nuisance.
- 5.10 No excavation on said Tract for any purpose shall be of greater depth than necessary for the foundation or cellar of a building actually in process of erection or for ornamental purposes, except that the Company, its successors or assigns may excavate earth and gravel for the purpose of repairing roads, streets, private drives and ways and filling low places in said allotment and the making of public improvements and except that septic tanks and tile fields in connection therewith and a drainage system may be installed when the location thereof and the plans therefore have been first approved by the Company and are in accordance with the Rules and Regulations of the State Board of Health. Any excavation in violation of this provision shall be deemed a nuisance.
- 5.11 No signs of any character shall be erected, pasted, posted, or displayed upon or about any lot in or part of said Tract without the written permission of the Company, and it shall have the right in its uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location, and height of all signs and may summarily remove and destroy all unauthorized signs.
- 5.12 If there be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used, or operated on any part of said tract, whether public or private, whether heretofore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from the Company, and upon failure se-to do so, the Company or any owner or occupant of land in said Tract may summarily abate such nuisance, using such force as may be necessary and entering upon such land as may be necessary for the purpose, and neither the Company nor its successors or assigns, or any owner or occupant shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the owner of the land on which such nuisance was committed, all the cost and expense, including attorney fees, incurred or expended in abating such nuisance.



5.13 The determination by the Company, its successors or assigns, as to what constitutes a nuisance within the meaning of the Article shall be conclusive and binding, and no owner of land, and no other person, shall be entitled to any injunction or prevent the Company from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.

6 ARTICLE III, USE OF LAND

6.1 The land included in said Hills & Dales Allotment shall be used for single family, owner occupied private residential purposes only, except that land may be conveyed and used for park purposes as herein provided.

6.2 Not more than one private dwelling house and one private garage shall be erected or maintained on any lot in said Hills & Dales Allotment, except that lots having an area of more than Seventy Thousand (70,000) square feet may have erected thereon one additional private dwelling house, or garage when and in the event that the written consent thereto is obtained from the Hills and Dales Owners Association and from the owners of the lots situated on and next to each side of the lot on which it is proposed to erect the additional building, which consent must be duly witnessed and acknowledged and recorded in the same manner as is required for deeds by the laws of the state of Ohio.

6.3 No building or buildings of any kind whatsoever shall be erected or maintained thereon or therein except private, single family dwelling houses designed and constructed for the sole use of the respective owners of the lots upon which the buildings are located and private garages for the sole use of the respective owners of the lots upon which the garages are located. No industry, business activity, trade or full-time occupation or profession of any kind, commercial, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the land; provided, however, an owner-occupant may use a portion of the residence for an office or studio, provided that: The exterior of the property shall in no way indicate that any commercial, business, or professional activity takes place therein; the physical facilities of the office or studio and activities conducted therein shall be clearly subsidiary to the primary use of the property as a private, single family dwelling; there shall be no tangible or intangible forms of communication relating to such commercial, business, or professional activity, including but not limited to advertising, printed or otherwise, that solicits customers, patients, students, clients or the like to come to the property; there shall be no employees, independent contractors, partners, business associates, or the like working full or part-time, on the property except those providing child care, medical care, home care, yard care or other similar domestic services to owner-occupant; there shall be no frequent visitors to the property for the purpose of any commercial, business, or professional activity; there shall be no frequent vehicular pick up or delivery to the property for the purpose of any commercial business or professional activity except as such relates to the residential use of the property; and the activities conducted therein or thereon shall not interfere with the quiet enjoyment or comfort of any other Hills and Dales lot owner. In addition, owners are strictly prohibited from leasing or renting all or any part of their land for any purpose whatsoever.

64 No lot in said allotment shall be sub-divided or any lot sold except as a whole, without the authorization of the Hills and Dales Owners Association, duly evidenced by written instrument executed by its proper officers in accordance with the laws of Ohio relating to the execution of deeds and recorded in the Recorder's Office of Stark County. When a part of a lot is acquired by the owner of an entire lot next thereto, then the whole lot and part of lot acquired shall be considered as one entire lot and all the covenants, agreements, easements, restrictions, provisions, conditions and charges applicable to an entire lot shall be applicable to the lot and part as one entire lot.

65 Any building or structure in process of erection on said allotment must be completed within one year after the commencement of the construction of the same.

7 **ARTICLE IV - SETBACKS**

7.1 No part of any building, except as hereinafter provided shall be erected or maintained on any lot in said allotment nearer to the street line than the distance opposite the lot number in the following schedule, street being named as to a lot not a corner lot and where a lot abuts on more than one street the name of the street being given opposite the building line applying thereto, to-wit:

7.1.1	<u>LOT NUMBERS</u>	<u>BUILDING LINE</u>
7.1.1.1	1 to 3 inclusive	60 feet
7.1.1.2	4 to 7 inclusive	60 feet from Brentwood Road
7.1.1.3	4 to 7 inclusive	40 feet from Country Club Road
7.1.1.4	7	60 feet from Dunkeith Drive
7.1.1.5	8	40 feet from Dunkeith Drive
7.1.1.6	8 to 13 inclusive	60 feet from Country Club Road
7.1.1.7	12 to 13 inclusive	40 feet from Tremont Circle
7.1.1.8	14 to 15 inclusive	30 feet from Tremont Circle
7.1.1.9	16	50 feet from Dunkeith Drive
7.1.1.10	16 to 18 inclusive	50 feet from Glenmont Road
7.1.1.11	19 to 21 inclusive	60 feet from Glenmont Road

Instr: 200809170041514 09/17/2008
 P: 15 of 33 F: \$280.00 1:20PM MISC
 Rick Campbell Stark County Recorder T20080035673


7.1.1.12	22	50 feet
7.1.1.13	23 to 24 inclusive	100 feet
7.1.1.14	25 to 26 inclusive	75 feet
7.1.1.15	27 to 28 inclusive	100 feet
7.1.1.16	29	75 feet
7.1.1.17	30	75 feet from Inverness Parkway
7.1.1.18	30	75 feet from Glenmont Road
7.1.1.19	31	75 feet
7.1.1.20	32 to 35 inclusive	100 feet
7.1.1.21	36	60 feet
7.1.1.22	37	60 feet from Glenmont Road
7.1.1.23	37	60 feet from Dunkeith Drive
7.1.1.24	38	100 feet
7.1.1.25	39 to 40 inclusive	60 feet
7.1.1.26	41	75 feet
7.1.1.27	42 to 43 inclusive	75 feet
7.1.1.28	44	75 feet from Inverness Parkway
7.1.1.29	44	75 feet from Dunkeith Drive
7.1.1.30	45	75 feet from Larchmoor Parkway
7.1.1.31	45	75 feet from Inverness Parkway
7.1.1.32	46 to 47 inclusive	75 feet
7.1.1.33	48	75 feet
7.1.1.34	49	60 feet from Dunkeith Drive
7.1.1.35	49	75 feet from Larchmoor Parkway
7.1.1.36	50 to 52 inclusive	60 feet



Instr: 200809170041514 09/17/2008
P: 16 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

7.1.1.37	53	60 feet from Dunkeith Drive
7.1.1.38	53	60 feet from Strathmore Drive
7.1.1.39	54 to 55 inclusive	100 feet
7.1.1.40	56	75 feet
7.1.1.41	57	75 feet from Dunkeith Drive
7.1.1.42	57	75 feet from Foxhills Drive
7.1.1.43	58	75 feet from Strathmore Drive
7.1.1.44	58	75 feet from Foxhills Drive
7.1.1.45	59 to 61 inclusive	75 feet
7.1.1.46	62	30 feet
7.1.1.47	63	60 feet from Dunkeith Drive 50
7.1.1.48	63	feet from Rookwood Road 60
7.1.1.49	64 to 71 inclusive	feet 60 feet 75 feet 100 feet 150
7.1.1.50	73	feet 100 feet 75 feet 60 feet
7.1.1.51	74	60 feet from Brentwood Road
7.1.1.52	75 to 76 inclusive	30 feet from Brookside Parkway
7.1.1.53	77 to 78 inclusive	60 feet from Brentwood Road
7.1.1.54	79	60 feet from Foxtails Drive
7.1.1.55	80	60feet from Brentwood Road
7.1.1.56	81	60 feet from Brentwood Road
7.1.1.57	82	60 feet from Strathmore Drive
7.1.1.58	82	75 feet
7.1.1.59	83	60 feet from Foxtails Drive
7.1.1.60	83	60 feet from Strathmore Drive

7.1.1.61	84 to 87 inclusive	100 feet from Foxtails Drive
7.1.1.62	88	60 feet from Brentwood Road
7.1.1.63	88	100 feet from Foxtails Drive
7.1.1.64	89 to 90 inclusive	75 feet from Dunkeith Drive
7.1.1.65	91	100 feet from Foxtails Drive
7.1.1.66	91	
7.1.1.67	92	
7.1.1.68	92	
7.1.1.69	93	
7.1.1.70	94	
7.1.1.71	94	
7.1.1.72	95	100 feet
7.1.1.73	96	60 feet
7.1.1.74	97	75 feet
7.1.1.75	98	100 feet from Foxhills Drive
7.1.1.76	98	75 feet from Dunkeith Drive
7.1.1.77	99	100 feet from Brentwood Drive
7.1.1.78	99	60 feet from Brentwood Close
7.1.1.79	100 to 101 inclusive	60 feet
7.1.1.80	102	60 feet from Brentwood Close
7.1.1.81	102	75 feet from Brentwood Road
7.1.1.82	103 to 105 inclusive	60 feet
7.1.1.83	106	100 feet
7.1.1.84	107	60 feet from Brentwood Road
7.1.1.85	107	30 feet from Brentwood Road


 Instr: 200809170041514
 P: 18 of 33 F: \$280.00 09/17/2008
 Rick Campbell 1:20PM MISC
 Stark County Recorder T20080035673



Instr: 200809170041514
 P: 19 of 33 F: \$280.00 09/17/2008
 Rick Campbell 1:20PM MISC
 Stark County Recorder T20080035673

7.1.1.86	108 to 112 inclusive	60 feet
7.1.1.87	113	75 feet
7.1.1.88	114	75 feet from Larchmoor Parkway
7.1.1.89	114	75 feet from Inverness Parkway
7.1.1.90	115	60 feet from Dunkeith Drive
7.1.1.91	115	75 feet from Larchmoor Parkway
7.1.1.92	115	50 feet from Rookwood Road

7.2 No part of any residence shall be erected or maintained upon lot number 71 in said allotment nearer than 75 feet to its west line, which abuts upon lot number 73; or upon lot number 72 nearer than 75 feet to its west line, which abuts upon lots numbered 73 and 74; or upon lot 73 nearer than 74 feet to its southeasterly line, which abuts upon lot numbers 71 and 72, or upon lot number 74 nearer than 75 feet to its southeasterly line, which abuts upon lot number 72.

7.3 Lot numbers 4, 5 and 6 shall be deemed to front on Brentwood Road and lot number 7 shall be deemed to front on Dunkeith Drive and the front of all residences erected thereon shall be upon said streets respectively.

7.4 No vegetable garden shall be maintained and no vegetable or field crop planted or grown between any street line and the building line thereof as herein established, except as to the south. Three hundred and fifty (350) feet of lot number 113 as to which part of said lot no vegetable garden shall be maintained and no vegetable or field crop planted or grown thereon between the street line thereof and a line drawn parallel thereto and twenty (20) feet eastwardly therefrom.

7.5 No part of any building or structure of any kind, except fences, shall be erected nearer than 30 feet to any side or rear line of any lot, provided, however, that in a case of extreme hardship the Hills and Dales Owners Association (to which has been assigned the rights and powers reserved by The T.K. Harris Company under these covenants and restrictions) shall have the right to permit the erection of a building or structure nearer than 30 feet, but not nearer than 6 feet, to any side or rear line of any lot with the consent in writing of the then record owner of the fee simple title to the lot involved; such right may be exercised only by the affirmative vote of two-thirds of the then members of the Board of Trustees of said Association and with the consent of all the members of the committee constituted to approve plans under Article V of these covenants and restrictions.

8 ARTICLE V, APPROVAL OF PLANS

8.1 No building, fence, hedge, septic tank, drainage system, wall, walk or other

structure, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Company and a copy thereof, as finally, approved, lodged permanently with the Company.

8.2 The Company shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

8.3 No building, fence, hedge, septic tank, drainage system, wall, walk or other structure, grading or planting shall be constructed, erected, maintained, added to, changed or altered otherwise than strictly in accordance with the plans and specifications so approved in writing by the Company.

8.4 All plans submitted to the Owners Association for approval are to be addressed to the President of the Owners Association and must include the Approvals Request Form provided by the Owners Association. The Owners Association will delegate its responsibilities under this Article V to an Approvals Committee. In addition to submitting a request for approval of plans to the Owners Association, Village Construction Project Authorization may be required from the Village Council prior to beginning any demolition or construction in accordance with Village Ordinance No 2008-05. if a Project Authorization Certificate is required and before work is to begin, the Project Authorization Certificate must be posted so that it is conspicuous from the street during demolition and construction.

8.5 The Approvals Committee will state on all letters of approval if a Project Authorization Certificate is required from Village Council. Not all plans submitted for Owners Association Committee Approval will require a Village Project Authorization Certificate. If a Project Authorization Certificate is required as a result of the decision of the Approvals Committee, the homeowner may obtain the certificate from the Village Hall.

9 ARTICLE VI, EASEMENTS & SIDE LINE EASEMENTS

9.1 Easements and rights of way are hereby expressly reserved by the Company in, upon and over six feet off each side of each lot, for the following purpose:

9.1.1 For the erection, construction and maintenance of poles, wires, and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes.

9.1.2 For the construction and maintenance of storm water drains, land drains, public and

private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi public utility or function conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

9.2 The Company shall have the right to enter or permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

9.3 EAST OHIO GAS COMPANY RIGHT OF WAY

9.3.1 This conveyance is also made subject to whatever right, if any, that The East Ohio Gas Company may have to a right of way for the purpose of laying, maintaining, operating and removing a pipe line for the transportation of gas and the erection, maintenance and operation of a telegraph and telephone line as the said is now laid, located and maintained over, in and upon lots numbered 4, 70, 53, 61, 60, 59 58, 91, 106, 108, 109 and 110 as said lots are numbered on the plat of said the Hills & Dales allotment and as said gas pipe and telephone line right of way is indicated on the plat of said allotment, with the right from time to time to lay additional pipe lines along the side of the present line as now laid, upon the payment of the compensation provided therefore, all as set forth in two deeds for said right of way executed by M.C. Burkholder and Sarah Burkholder to the East Ohio Gas Company, the one being dated June 26, 1913 and recorded in Volume 567, page 334 of the deed records of Stark County, Ohio, and the other being dated October 23rd, 1913, and recorded in Volume 536 page 517 of said deed records, as modified by an agreement between The East Ohio Gas Company and The T.K. Harris Company dated August 10, 1923 and recorded in Volume 807, page 11, of the deed records of Stark County to which records reference is hereby made for a more full recital of the provisions thereof.

9.3.2 The Company reserved and shall have the right and privilege at any time in the future if it sees fit, to dedicate as either a public or private road, street or highway, a strip of ground not exceeding forty (40) feet in width, the center line of which extends from the south side of Brentwood Road to the south side of said allotment and forms the eastwardly and southeastwardly boundary lines of lots numbered Seventy-three (73) and Seventy-four (74) and the westwardly and northwestwardly boundary lines of lots numbered 71 and 72 including a widening thereof where it joins Brentwood Road on an outward curve of each side thereof with a radius of thirty feet.

9.4 DRAINAGE SYSTEM

9.4.1 The title to all low lying land of the Hills and Dales allotment shall be subject to the drainage system now installed thereon and any drainage system that may hereafter by the Company be installed thereon under the provisions hereof, the present drainage system as installed being described as follows:

9.5 The County Ditch known as the Hambuechen ditch as originally laid out and as indicated by the Ditch records of Stark County, to which records referenced is hereby made for a more full and complete description hereof, the same being now partly tiled and also a tiled addition to and change in the southerly course of the same as made by the owner of said allotment, the course of the part of said

County Ditch now tiled and as changed and tiled being on the south line of lot number 70 in said allotment and extending through lots numbered 70, 72, 73 and 71 to the point where the County Ditch ends in lot numbered 53 in said allotment and as indicated as a twelve inch drain and county ditch on the plat of said allotment.

- 9.6 The extension of said County Ditch from where it ends in said lot number 53, as a private ditch through lots numbered 53, 49, 115, 62, 29, 28 and 113, to the east line of said lot number 113 and also in a southerly direction through said lot number 113 and in and along Glenmont Road to where said tile ditch enters the land of Joseph M. Blake and which is variously shown on the plat of said allotment as an eight and six inch drain.
- 9.7 The three six inch tile lateral drains or ditches leading from the main line of the ditch or drain as described in the immediately preceding paragraph, the first lateral leading westwardly from junction with said main line in lot number 29 to a point in lot number 47 in said allotment; the second lateral leading north from its point of junction with the main line in lot number 29 to a point in lot 30 and the third lateral running southeastwardly from its junction with the main line in lot number 115 to the point in the east line of lot number 115 where it enters the land of Joseph M. Blake, all as shown on said plat of said allotment.
- 9.8 The six inch tile drain extending from the point where it passes into the County Ditch near the west line of lot number 65 to its terminus in lot number 65 and the four inch tile lateral extending northwardly therefrom through and into lots numbered 65, 66, 67, 68 and 69, as shown on the plat of said allotment.
- 9.9 All tile drains, connecting with the tiling system hereinbefore described whether or not the same be shown on the plats of said allotment, it being understood that most of the low lying land through which the drainage system hereinbefore described passes, is tiled with smaller tile connecting with said main system and not shown on said plat of said allotment.
- 9.9.1 The title to all low lying land shall be subject to the permanent maintenance of all the tile drains now connecting with the main tile lines of the drainage system hereinbefore described and with any additions thereto or extensions thereof that the Company may hereafter see fit to make.
- 9.9.2 The Company shall have the right at any time in the future it sees fit to install new covered drainage lines by the use of tile of such diameter as it may see fit, over all land now tiled and all low lying land not now tiled, and to run the outlets for any such tiled land through any land that is not low lying; but in so doing it shall not injure any permanent improvements and shall restore the surface of the land to as near its condition before laying the tile as it is practical to do so.
- 9.9.3 Each owner of any land in said allotment through which any lateral tile drain now or hereafter passes, or in which the same are now or may hereafter be installed, shall at all times keep the tile on his or her land or lot clean and in good working condition, so as to keep well drained the land of the owner and all land drained in



whole or part by or through the same.

- 9.9.4 By lateral tile drain is meant all parts of the tile drainage system now or hereafter located on any lot, excepting the main line drain through which is drained land not included in Hills & Dales allotment.
- 9.9.5 In the event that the owner of any lot in said allotment on which is installed drain tile needing cleaning or repairing, refuses or neglects to clean or repair any lateral tile drain, or refuses or neglects to clean or repair any main line tile drain that can be cleaned or repaired at a cost not exceeding Ten Dollars, within ten days after he or she has been notified in writing to clean or repair the same by the Company or by any owner of any lot in said allotment or by any owner of adjacent, abutting or nearby property whose land is drained through the tile needing cleaning or repairing, the Company or the owner of the lot or lands affected by the failure to clean or repair the same, may enter upon the lot of the owner so failing to clean or repair the same, and clean and repair the same and the entire cost of such cleaning or repairing or both of a lateral tile drain and the cost of cleaning or repairing any main line tile drain to the extent often dollars, with interest at the rate of eight per cent per annum shall be payable upon demand to the Company or to the person, as the case may be who cleans or repairs the same, and upon payment being refused may be recovered, together with reasonable attorney fees by suit.
- 9.9.6 Each lot owner shall do such ordinary cleaning in respect to and make such ordinary repairs to, the main line tile drain as will keep the same clean and in good working order, when the cost of so doing does not exceed Ten (\$10.00) Dollars.
- 9.9.7 All cleaning, repairing, replacement or reconstruction of the main line tile drain or ditch hereinbefore described, necessary or proper to keep the same in good working order exceeding in cost Ten Dollars, shall be apportioned among the respective benefited land owners in proportion to the number of acres benefited by the same owned by each owner.
- 9.9.8 The Ditch Supervisor of Jackson Township shall from time to time decide when it is necessary or proper to clean, repair, replace or reconstruct the whole or any part of the main line tile ditch or drain and the manner in which it shall be done, in the event the interested parties do not agree on the same, and his decision when concurred in by writing by the County Surveyor, shall be final and conclusive.
- 9.9.9 In the event that interested parties fail to have the work done as directed by said supervisor, he may proceed to have the same done and may collect the entire cost thereof from the persons liable therefore under the terms hereof, together with all costs incident thereto, including reasonable attorney fees.
- 9.9.10 The Ditch Supervisor of Jackson Township shall have full power and authority to apportion the cost of said cleaning, repairs, replacements or reconstruction of the main tile ditch according to the terms hereof, and his decision thereon shall be final and conclusive when approved in writing by the County Surveyor.



- 99.11 Reasonable compensation for services of said Ditch Supervisor and County Surveyor shall be part of the cost of said, cleaning, repairing, replacement or reconstruction.
- 99.12 No lot owner shall obstruct, damage or interfere with the tile drainage system herein described now or hereafter installed on said tract, or permit the same to be done.
- 99.13 The Company shall have the right at any time in the future it may see fit, to have the whole or any part of the present or future tiling system of said allotment declared, or made, a County or Township Ditch.
- 99.14 All lots in said allotment through which any part of the tiling system hereinbefore described may pass or which may be hereinafter installed thereon, shall be subject to the right of the Company to drain through the same any lands that it may now own or hereafter acquire and shall also be subject to the right of Joseph M. Blake, his heirs and assigns to drain his lands lying east and south of said Hills & Dales allotment and such other land as he may hereafter acquire, through the tiling or drainage system now or hereafter thereon as provided in the contract between Joseph M. Blank and The T.K. Harris Company, dated September 21, 1923 and recorded in Volume 761, pages 390 to 392 of the deed records of Stark County, Ohio, and shall also be subject to the right to drain through said drainage system the lands of all present and future owners of abutting, adjacent, near by or other property to the owners of which the Company has heretofore granted or may hereafter grant, the right to so do.

10 ARTICLE VII, PARKS

- 10.1 The Company reserves the right, in its sole and absolute discretion, to dedicate, sell or lease, to the public, or to any public authority, or to any corporation, company or association, having power to acquire the same, or to the owners of the lots in said allotment as an appurtenance to said lots, any part of said allotment for park, playground or recreation purposes, for the benefit of the public or the owners of the lots in said allotment.

11 ARTICLE VIII, SEWAGE

- 11.1 Sanitary sewers may be installed for the disposal of house sewage from buildings to be erected on the real estate herein described and also storm water sewers may be installed, when a majority of the lot owners in said allotment or a majority of the lot owners of the whole or any designated part of any street in said allotment, agree in writing to establish either a sanitary or a storm water sewer or both for the whole of said allotment or for the whole or any designated part of any street in said allotment, as the case may be. And upon said agreement being entered into, then it shall become the duty of each lot owner in said allotment whose lot is included in the territory covered by the agreement to establish such sewer, upon the completion of the same in such position as to be available for connection with his or per property, to pay his or her share of the cost of installing said sewer or sewer system as the case may be, which cost shall be apportioned among the owners of the lots in the territory covered by the agreement so that each of said lot



owners shall pay an equal portion of the cost of constructing and installing said sewage system. Upon any lot owner refusing on demand to pay his or her share of the same, the amount thereof may be recovered by suit brought by the Company or by any person who is liable for any part of said improvement acting in behalf of the signers of the agreement under which said improvement was made. The Company may at its option pay the amount so due from any lot owner and may recover by appropriate action the amount so expended with interest thereon at 8% per annum, payable semi-annually until paid together with its expenses, including attorney fees.

- 11.2 The amount of the cost of installing any such sewer chargeable against any lot shall be the first lien thereon and may be enforced by the foreclosure and sale of the same if it is not promptly paid, the foreclosure suit to be brought by the Company in behalf of the interested parties or by any or all of the interested parties.
- 11.3 Up to and until the time of the installation of such sewage system, septic tanks shall be used for the purpose of disposing of sewage throughout said allotment.
- 11.4 The plans and specifications for ail septic tanks shall conform with the rules and regulations of the State Board of Health and shall be approved in writing by the Company before the same are installed on the premises and shall be installed at such place on the premises as may be approved in writing by the Company.
- 11.5 No septic tank shall be used, maintained or operated as a whole or in part on any lot in said allotment after a sewage system for the allotment as a whole or for the whole or part of any street in said allotment has been installed and placed in operation, which is available for connection with the lot on which a septic tank is installed.
- 11.6 No rain or storm water shall be permitted to pass through any septic tank; nor shall the effectiveness of any septic tank be impaired or be permitted to be impaired in any way.


Instr: 200809170041514 09/17/2008
P: 25 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

ARTICLE IX, MAINTENANCE CHARGES

All land in the Village of Hills and Dales, Ohio, except land owned by the Village and except for streets, ways and parks, maintained for the general use of the owners of land in the Village and except land taken or sold for public improvement or uses, shall be subject to an annual maintenance charge.


Commencing January 1, 2009, and on the first day of January of each year thereafter, each owner of property in the Village shall pay to the Hills and Dales Owners Association, in advance, the maintenance charge against the owner's property and such payment shall be used by the Hills and Dales Association to create and continue a maintenance fund to be used as hereinafter stated. The annual charge may be reduced or increased as the needs may, in the judgment of the Trustees of the Hills and Dales Owners Association.

The Hills and Dales Owners Association agrees to apply the total fund arising from said charge as far as the same may be sufficient toward the payment of the operating costs of the Association to include social events, legal issues, insurance premiums, tree and shrub additions and replacements, the annual Homeowners Association meeting, accounting and bookkeeping services, office supplies, maintenance of assets and any other items which are necessary or desirable in the opinion of the Hill sand Dales Owners Association to keep the Village neat and in good order, or which, in the opinion of the Association, may be of general benefit of the owners or occupants of the land in the Village.

12.3.1

12.4

Commencing January 1, 2009, and on the 1st day of January of each year thereafter until otherwise terminated or cancelled by the an amendment of these Restrictions, each owner of each developed lot located in the Village of Hills and Dales, Ohio, except any lot owned by the Village, shall pay to the Hills and Dales Owners Association, in advance, an assessment against said lot and such payment shall be used by the Hills and Dales Owners Association for the Village-wide collection and removal of garbage and refuse from each developed lot located within the Association. As used in this paragraph, "lot" shall mean the one hundred fifteen (115) parcels currently having residences situated thereon, plus three (3) vacant buildable lots, No. forty-three (43), No. eighty-four (84), and No. forty-four (44). The assessment may be increased or decreased by the Association in each year subsequent to January 1, 2009 in order to reflect the actual cost of the refuse hauling contract entered into by the Association and the refuse hauling contractor.


Instr: 200809170041514 09/17/2008
P: 26 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

12.5 The Hills and Dales Owners Association shall have a lien on all lots in said allotment to secure the payment of maintenance charges and assessments due or to become due with interest at eight (8%) percent per annum payable semiannually until paid from time due, and said lien shall be superior to all other liens, and the record owners of such lots shall be personally liable for all maintenance charges and assessments, together with interest and all costs incurred in the collection of said charges or assessments.

12.6 Upon demand the Hills and Dales Owners Association shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid maintenance charges or assessments against any lot or lots.

12.7 Nothing herein contained shall be construed to require the Hills and Dales Owners Association to make any public improvement or do anything above set forth or to pay for the same except with funds coming into its hands in the manner hereinabove provided.

13 **ARTICLE X, RIGHT TO ABATE VIOLATIONS**

13.1 Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Company, in addition to all other remedies the right to enter upon the land upon or as to which such violations of breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Company shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

14 **ARTICLE XI, RIGHT TO ENFORCE**

14.1 The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company or the owner of any land included in said Tract, their respective legal representatives, heirs, successors, and assigns, and failure by the Company or any land owner, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

14.2 Any of the covenants or restrictions contained in this deed may be enforced against any failure thereof by any present or future owner or owners of any lot in Hills & Dales allotment or by the Company or its successor or successors by any proper legal proceeding, the same being for the benefit of any and all present or future owners of land in said allotment and for the benefit of said Company, its successor or successors and assigns.


Instr: 200809170041514 09/17/2008
P: 27 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

15 ARTICLE XII, DURATION OF RESTRICTIONS

15.1 All the covenants, agreements, easements, restrictions, provisions, conditions and charges, contained herein, shall be in perpetuity, unless annulled, waived, changed or modified pursuant to the provisions of Article XV hereon.

16 ARTICLE XIII, ACCEPTANCE OF TRUSTS

16.1 The Company hereby accepts each and all of the Trusts, duties and obligations imposed upon it by this deed, and agrees to discharge the same without charge for its services, except that for the collection and disbursement of the Maintenance Fund provided for in Article IX hereof and for all overhead and office expenses, and for the use of all hand tools in connection with the work to be done in applying said fund, the Company shall be entitled to charge fifteen (15%) per cent of the amount of all expenditures made by it from said fund, including in such expenditures, payment to the Company at current market prices for labor and labor and materials furnished and work done by it.

16.2 The Company shall exercise its discretion and judgment as to the amount of said Fund to be expended in connection with each of the purposes for which said Fund is collected, and its decision in reference thereto shall be binding upon all parties interested.

16.3 The Company does not guarantee the sufficiency of the Fund provided for in Article IX hereof for the purposes hereinbefore set forth, and its liability in respect thereto shall be limited to the payment of its proper share thereof, in proportion to the land owned by it and liable therefore.

16.4 The Company shall not be or become liable to owners or other persons for any act or thing done or omitted in good faith in or about the performance of the terms, covenants, agreements, provisions and restrictions in this Deed, and it shall be liable only for acts or things done or omitted to be done in bad faith, or for its gross negligence.

17 ARTICLE XIV, TRANSFER OF RIGHTS OF HARRIS COMPANY TO COMPANY COMPOSED OF LOT OWNERS

17.1 Upon fifty lots in said allotment having been sold either by deed given or by land contract entered into, the purchasers of said lots and the Company shall form an unincorporated association or a corporation for profit or a corporation not for profit, as may at the time be determined, to be known as The Hills & Dales Improvement Company, or by such other name as may be agreed upon, in which Company or association all the then owners of lots in said allotment, including The T.K. Harris Company during the time that it is the owner of any lots in said Allotment, and all persons thereafter owning lots in said allotment, but only for and during the time that they are owners of lots in said allotment, shall be members or stockholders as the case may be, each member or stockholder to have one vote for

Instr: 200809170041514 09/17/2008
P: 28 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

each lot, which Company or association being organized shall have assigned to it by The T.K. Harris Company, all the rights, powers, maintenance charges, titles, easements, trusts, estates and obligations reserved to or given by The Company in this instrument, including the right to consent or refuse to consent to annul, waive, charge or modify any of the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in their articles. And upon the said assignment having been given and made, the Company shall be released from any and all obligations hereunder except as to the obligations created by its warranties herein, or in any deed it may hereafter give, for any lot in said allotment.

172 Modified February 11, 1953 to transfer responsibilities to the Hills and Dales Owners Association:

172.1 Under the provisions of Article XIV of the aforesaid deeds and agreements, The T.K.Harris Company, by the proper instrument dated February 11,1953, and recorded in Volume 9, Page 249, in the Office of the Recorder of Stark County, Ohio, has assigned, transferred and set over unto the Hills & Dales Owners Association, an Ohio Corporation, not for profit, all the rights, powers, maintenance, charges, titles, easements, trusts, estates and obligations reserved to or given by The T.K. Harris Company in the aforesaid deeds and agreements including the right to consent or refuse to consent, to annul, waive, change or modify, any of the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in said deeds and agreements.

18 ARTICLE XV, RIGHT TO MODIFY

18.1 The Company shall have the right in its absolute discretion at any time to annul, waive, change or modify any of the covenants, agreements, conditions, provisions, easements, restrictions an charges contained in the foregoing articles hereof as to the whole of any part of said Hills & Dales allotment with the consent of a majority in number of the then owners of lots in said allotment, as to any land included in said allotment, by an instrument in writing signed, witnessed and acknowledged by the Company and by a majority in number of the owners of lots in said Tract.

18.2 After the Company or any company, corporation or association to which it may transfer its duties, rights and privileges under section XIV hereof, goes out of existence, or whenever it or any said company, corporation or association shall relinquish the rights herein reserved to it, the covenants, agreements, conditions, provisions, easements, restrictions and charges contained in the foregoing articles may be annulled, waived, changed or modified by the written agreement of two-thirds of the owners of the lots in said allotment.

18.3 The Company shall have the right in its absolute discretion to treat said Tract and any other adjoining or nearby tract or tracts having the same or similar restrictions, as a single tract, in so far as it may consider proper, and whenever by appropriate instrument it shall have so declared, the action of a majority in number of the owners of lots in all such tracts, taken in the manner herein provided, at the option



of the Company, maybe effective to annul, waive, change, enlarge or modify any of the covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained.

18.4 All instruments executed for the purpose of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this Deed shall be executed in the manner in which deed are required to be executed and shall be recorded.

18.5 IN WITNESS WHEREOF, the said T.K. Harris Company has caused its name to be subscribed by Thomas K. Harris, its President and its corporate seal to be hereto affixed and arrested by J. Bennett Smith, its Secretary, both officers having been duly authorized hereunto by resolution of the Board of Directors of the said Company and the said Joseph M. Blake has hereunto subscribed his name, all as of this 22nd day of September, 1923.

19. MINIMUM REQUIREMENTS FOR APPROVAL OF PLANS AND SPECIFICATIONS

A. SITE PLAN - must be prepared by a registered surveyor and a registered architect. It must clearly show the following information:

1. Boundary lines.
2. Natural grade contours at one-foot intervals of elevation properly related to a fixed benchmark in the immediate vicinity of the property.
3. Location and size of existing utilities such as water and natural gas piping.
4. Location of electric power facilities.

19.1.1 5. Location of proposed residence on the site.

19.1.2 6. Location of utilities from point of connecting service to termination point within the building.


19.1.3 7. Location of sewage disposal system.

19.1.4 8. North point.

19.1.5 9. Location of driveway, walks, trees and finished grades related to natural or existing grades.

19.2 B. DRAWINGS - must be prepared by a registered architect - they must clearly show:

19.2.1 1. Site plan showing all the information listed above.


Instr: 200809170041514 09/17/2008
P: 30 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

- 192.2 2. Foundation or basement plan.
- 192.3 3. First floor plan.
- 192.4 4. Second floor plan (if second floor area included finished spaces).
- 192.5 5. Front, sides and rear elevations clearly indicating natural and finished grades.
- 192.6 6. Details- should include necessary exterior wall sections and all other exterior information necessary to properly convey what is intended.

192.7 7. Mechanical work:

(A) Plumbing:

1. Floor plans should show location of floor drains, points of entry of utility services and sanitary sewer to sewage disposal system.

192.8 (B) Heating:

1. Plans should include a properly laid out plan of the engineering work of the heating system.

192.9 (C) Electrical Work:

1. Drawings should show a complete power and lighting layout, including underground service facilities (to be specified, installed, maintained, and owned by the electric company under its UNDERGROUND DISTRIBUTION AND SERVICE POLICY), main switch distribution panel or panels, motors and all outlets. Telephone lines must be laid underground.

19.3 C. SPECIFICATIONS

19.3.1 1. Specifications should be a complete description as to kind and quality of materials to be incorporated in the building.

19.3.1.1 a. Brick-Type, Mfg. Number, Color


19.3.1.2 b. Roof- Type, Mfg. Number, Color and Weight per square.

19.3.1.3 c. Color scheme to be used on exterior and trim.

19.3.1.4 d. Lumber- Type on exterior, Width, Finished Color.

19.3.2 e. Stone- Type, size and Color

19.3.3 **D. LANDSCAPING PLANS**


 Instr: 200809170041514
 P: 31 of 33 F: \$280.00 09/17/2008
 Rick Campbell 1:20PM MISC
 Stark County Recorder T20080035673

19.3.4

1. Professionally prepared plans showing the location, size and botanical name of all trees, shrubs, bushes, etc. contemplated for landscaping, of the complete property must be submitted to the Approvals committee for their consideration, suggestions and approval, at least four weeks before work is planned to be started.

2. All approval requests must have an Approval Request Form submitted

193.5.1 **E. Antennas including Satellite Dishes and Towers.**

193.5.2 **Location of antennas and towers and height of towers are to be provided**

19.4 **F. REQUIREMENTS**

1. Plans and specifications that do not furnish the above-required information will be returned for additional information before submitted to the Approval Committee.-

2. Two to four weeks will be required by the Approvals Committee and consulting architect, after final plans and specifications are submitted before ground can be broken and construction started.

IN WITNESS WHEREOF, the Hills & Dales Owners Association has caused this instrument to be subscribed by its duly authorized officers this 10th day of September 2008 and have determined that a majority of the owners of lots in the Hills & Dales Allotments have affixed their signatures as evidence of their consent to the changes and modifications herein contained (a revision of the restrictions in their entirety) to separate instruments which together with this instrument, shall be considered as one instrument.


HILLS & DALES OWNERS ASSOCIATION

[Signature]
Witness

By: [Signature]
Edwin E. Irving, President

[Signature]
Witness

[Signature]
Cathy Spino, Secretary


Instr: 200809170041514
P: 32 of 33 F: \$280.00 09/17/2008
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

STATE OF OHIO, COUNTY OF STARK, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared HILLS & DALES OWNERS ASSOCIATION, by Edwin E. Irving, its President, and Cathy Spino its Secretary, who acknowledged that they did sign the foregoing instrument on behalf of said Association and that the same is its free act and deed, and the free act and deed of them personally as such officers.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 10th day of SEPTEMBER, 2008.


Notary Public

ROBERT M. SWEENEY
Notary Public, State of Ohio
My Commission has no expiration date

This instrument prepared by:

Sheila Markley Black, Esq.
Day Ketterer Ltd.
200 Market Avenue North, Suite 300
Canton, Ohio 44702
(330) 455-0173


Instr: 200809170041514 09/17/2008
P: 33 of 33 F: \$280.00
Rick Campbell 1:20PM MISC
Stark County Recorder T20080035673

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