DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

OF

SPRING HILL
(PHASE TWO)

CITY OF GREEN, SUMMIT COUNTY, OHIO

BEING DEVELOPED BY:

Green Land Trust, Ltd.
an Ohio Limited Liability Co.
821 South Main Street
North Canton, Ohio 44720
Phone: 330-499-8153

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John A Donofrio, Summit Fiscal Officer

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

SPRING HILL (PHASE TWO)

GREEN, OHIO

Lots 69 through 101, Spring Hill (Phase Two) as shown on Reception No. 55258440, Summit County Records

THIS DECLARATION is made this ____ day of _____, 2006, by **GREEN LAND TRUST, LTD.** an Ohio limited liability company, its successors and assigns (hereinafter referred to as "**Developer**").

PREAMBLE

A. Developer is the owner of the real property situated in the City of Green (the "**City**"), Summit County (the "**County**"), Ohio which is more particularly described (the "**Property**") as follows:

Situated in the City of Green, County of Summit and State of Ohio: Known as and being Lot Numbers 69 through 101 in the Spring Hill Allotment (Phase Two), as shown by the Plat recorded in Reception No. 55258440, Summit County Records.

B. Developer desires to create on the Property a residential community with areas for single family residences ("**Living Units**") and common areas, facilities and elements including perhaps, without limitation, permanent open spaces, natural areas, signage, landscaping and other common facilities ("**Common Areas**"), and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof or a portion thereof ; and

C. Developer, as a part of its general plan for Spring Hill Allotment, deems it desirable for the efficient preservation of the values, aesthetics, aesthetic harmony and amenities in said community and for the maintenance and preservation of the Common Areas to impose and provide the within reservations, covenants, restrictions and conditions upon the Property and create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

D. There has been incorporated under the laws of the State of Ohio, as a non-profit corporation, SPRING HILL NEIGHBORHOOD ASSOCIATION, INC., (the "**Association**") for the purposes of exercising the functions aforesaid and for the purpose of owning, operating, maintaining, and administering certain portions of the Property, as

well as both prior and subsequent phases of Spring Hill, including the Common Areas of each and such improvements as may be constructed and developed thereon, with the costs incurred by the Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of the Property, including the Common Areas to be an encumbrance upon the Property, as further described herein; and

E. Developer declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Developer, and its successors and assigns and all other owners of any part of the Property (such owners individually an "**Owner**" or collectively "**Owners**"), together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I

PREAMBLE - PROPERTY – EXPANSION OF ALLOTMENT

Section 1.1 – Preamble

The Preamble is incorporated in and made a part of this Declaration, as amended (the **Declaration**").

Section 1.2 – Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in Paragraph A of the Preamble.

Section 1.3 – Expansion of the Property

Developer reserves the right from time to time to add additional real property to Spring Hill Allotment as additional phases of Spring Hill Allotment. Such additional real property and additional open space shall be subject to the provisions of a similar declaration recorded by Developer which, according to the terms of such declaration, shall include the owners of such additional real property into the Association. The subsequent phases of Spring Hill Allotment may be developed and annexed by Developer at any time without the consent of the Association or Owners.

ARTICLE II

RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS

Section 2.1 – Use

Lots developed upon the Property ("**Lots**") shall be used exclusively for single-family residence purposes, and only one residence ("**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 Living Unit on the enlarged Lot.

Section 2.2 – Types of Living Units

Living Units on the Property may be a one story, a two-story, a split level, or Cape Cod design: (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 inadequate 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; and, (d) a Cape Cod Living Unit is a structure, the living area of which is on two levels connected by stairway and constructed with or without a basement and the upper level is constructed within the gable portion of the roof, with window penetrations made by the use of dormers.

Section 2.3 - Living Area

Section 2.3.1 - The living area of any Living Unit erected on the Property shall be not less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, patios, or any enclosed area not heated for year-round living. The area of any Living Unit shall be computed on the interior dimensions of the rooms, excluding walls, for all floors. In the case of a Cape Cod design, a second floor area shall be computed based upon the interior dimensions of the room, excluding walls. In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage. The minimum square footage for each of the permitted designs set forth in Section 2.2 above shall be: (a) One Story - 1800 square feet; (b) Two Story - 2000 square feet above ground; (c) Split Level - 1800 square feet above ground; and, (d) Cape Cod - 1800 square feet with not less than 1200 square feet in the first floor area.

Section 2.3.2 - Living Area Summary Table - The following is a summary of the information set forth in Section 2.3.1 and does not modify any requirements or information set forth therein. In the event of a conflict between the terms of this Section and the terms of Section 2.3.1, the terms of Section 2.3.1 shall control.

Living Unit Style	Required Living Area
One story	1800 square feet
Two story	2000 square feet
Split Level	1800 square feet
Cape Cod	1800 square feet, with not less than 1200 square feet on the first floor

Section 2.4 - Garages

No garages shall be erected which are separate from the Living Unit. All garages must meet the minimum size requirement of 400 square feet (the area of garages shall be computed on the exterior dimensions of the garage).

Section 2.5 – Lot Restrictions

Section 2.5.1 - Side Yards - Each Lot on the Property shall have a side yard along each side Lot line. The least dimension of each side yard shall be not less than ten (10) feet. The sum of the widths of the two opposite side yards shall be not less than twenty (20) feet. The side yard nearest the street on any corner Lot shall have a width of at least twenty five (25) feet. No shrubbery shall be closer than fifteen (15) feet to the street on corner Lots. Where two or more Lots are acquired and used as a single building site, the side Lot lines shall refer only to the lines bordering on the adjoining property owners' Lots and/or street.

Section 2.5.2 - Front Yards - No Living Unit may be erected on any Lot nearer than forty (40) feet to the front Lot line on such Lot.

Section 2.5.3 - Rear Yards - No Living Unit, building or structure may be erected on any Lot within the Property nearer than forty (40) feet to the rear Lot line on such Lot.

Section 2.5.4 - Yard Summary Table - The following is a summary of the information set forth in Sections 2.5.1, 2.5.2 and 2.5.3 and does not modify any requirements or information set forth therein. In the event of a conflict between the terms of this Section and the terms of Sections 2.5.1, 2.5.2 and 2.5.3, the terms of Sections 2.5.1, 2.5.2 and 2.5.3 shall control.

	Minimum Required Yard
Side Yards	10 feet
Front Yards	40 feet
Rear Yards	40 feet

Section 2.5.5 – Driveways – Concrete driveways are required on the Property. Other material will be considered and must be approved by the Architectural Review Committee. All driveways shall be completed within twelve (12) months after completion of the Living Unit. Driveways shall not be wider than sixteen (16) feet from the front Lot line to the street unless approved in writing by the Architectural Review Committee.

Section 2.5.6 - 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 2.5.7 - Corner lots – The Architectural Review Committee shall have sole discretion as to which street a Living Unit will front on.

Section 2.5.8 – Variances – At its sole discretion, Developer reserves the sole right to approve any variances to the restrictions set forth herein, whether for Developer's own construction or otherwise.

Section 2.5.9 - Zoning – No structure of any kind shall be erected on any Lot, any part of which is in violation of any front, side and rear setback lines and requirements as established by the City's zoning ordinance, establishing such setback requirements for real property situated within an R-1 zoning classification, as such requirements are in effect at the time of construction of a Living Unit.

Section 2.5.10 - Sediment Control – In the construction of improvements on any Lot on the Property, no activities or any action will be taken on the Property to be in violation of the NPDES permit for the Spring Hill Allotment or a violation of the erosion and sediment control plans and any other relevant plans. An Owner of a Lot on the Property or said Owner's employees, representatives, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of Developer at 821 South Main Street, North Canton, Ohio 44720. Each builder shall 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 2.6 - Prohibited Activities

The following uses and activities shall be prohibited on the Property unless specific written approval therefore is given by the Developer (or by the Architectural Review Committee at such time that Developer has relinquished control of the Architectural Review Committee pursuant to Section 8.1 below):

Section 2.6.1 – Except as expressly permitted in this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, commercial agricultural uses, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, an Owner or occupant of a Living Unit ("**Occupant**") may use a portion of his or her Living Unit for his office or studio as permitted by City zoning requirements, so long as no business is transacted in person on the Property with customers, clients, business invitees and/or patients; no employees, contractors, or persons other than such owner or occupant are employed or working on such Lot; the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and, that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit.

Section 2.6.2 – Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to the Property.

Section 2.6.3 – Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of this Declaration. This restriction shall not prohibit the removal of any material in connection with development of the Property for a permitted use.

Section 2.6.4 – No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon), except that dogs, cats, birds and other customary household pets may be kept in a Living Unit, subject to rules adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three (3) days written notice from the Association. Notwithstanding anything to the contrary herein, the total number of all dogs and cats in any Living Unit shall not exceed three (3). Dogs shall at all times, whenever they are off of the dog's owner's Lot, be confined on a leash held by a responsible person. Notwithstanding anything to the contrary hereinabove, only non-vicious dogs shall be permitted to be kept on the Property. Dogs, cats, birds and other customary household pets permitted under this Section shall not be housed, kept or allowed to remain outside of a Living Unit.

Section 2.6.5 – There shall be no outbuildings constructed on any Lot.

Section 2.6.6 – No above ground swimming pools except small (48 inches in diameter or less) wading pools for children are permitted on the Property. In ground pools are permitted with the approval of the Architectural Review Committee.

Section 2.6.7 – 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 must pick up trash and garbage at the Living Unit and at no time shall either be placed at the street.

Section 2.6.8 – The placement of temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other buildings of any kind on the Property; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the sale and development of the Property.

Section 2.6.9 – No sign or other advertising device of any nature shall be placed on any portion of the Property except for signs and advertising devices installed by or at the direction of the Architectural Review Committee, or which the Architectural Review Committee approves. "For Sale" signs are permitted so long as they are not larger than 10 square feet for offering a Lot (one per Lot) and only until occupied. The configuration of homebuilder and general contracting signs shall be at the sole discretion of the Developer and Architectural Review Committee. All signage must comply with City requirements. Notwithstanding the foregoing, the restrictions of this subsection shall not apply to Developer, who shall be permitted to install street sign posts on the Property.

Furthermore, nothing herein contained shall limit Developer's right to place entry signs to Spring Hill Allotment or signs designating the existence and location of model homes. Directional signs, political signs and garage sale or yard sale signs are strictly prohibited from being placed in the right of way.

Section 2.6.10 – Nuisances and noxious or offensive activities of any kind are prohibited.

Section 2.6.11 – No truck (except for a two-axle truck with no more than four tires), camper, camper trailer, equipment, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, machinery, mobile home, motor home, motorcycle trailer, trailer of any type, tractor, bus, farm equipment, off-road vehicles or other vehicle or trailer of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Architectural Review Committee. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Notwithstanding the foregoing, the Developer may maintain a construction/office/sales trailer(s) on the Common Areas and on Lots owned by the Developer so long as the construction and sales by the Developer of the Living Units is continuing. Nothing contained herein shall limit use of trucks, trailers, or equipment during construction.

Section 2.6.12 – Hanging of laundry outdoors is prohibited.

Section 2.6.13 – Fences, walls, trees, hedges, and shrub plantings shall be maintained in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences and walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Architectural Review Committee or unless originally constructed by Developer. No fences may be erected or placed or permitted on any Lot or Lots from the rear line of the Living Unit to the street. In the rear yards on a Lot, fences may not exceed four (4) feet in height unless permitted by applicable zoning regulations and approved in writing, prior to installation, by Developer or the Architectural Review Committee. Invisible fencing is strongly urged to be constructed for pet control. Wire mesh and chain-link type fences are strictly prohibited in all instances. Any fence approved must be erected not less than two (2) feet from the Lot line.

Section 2.6.14 – Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other Lot Owners or Occupants is prohibited. Complaints regarding site lighting in violation of this provision shall be reviewed and decided by the Architectural Review Committee.

Section 2.6.15 – No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 2.6.16 – Satellite dishes exceeding one meter in diameter are prohibited. Satellite

dishes shall be installed so as to not be visible from the street, and no TV or other antennas shall be erected. If, at any time, the prohibitions and restrictions contained within this subsection shall not comply with the provisions of federal, state or local law, the same shall be and are hereby modified to comport with the minimum requirements of such law(s).

Section 2.6.17 – No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Developer. Developer, however, hereby expressly reserves the right to replat any Lot(s) owned by the Developer.

Section 2.7 – Restrictions of Other Documents

Nothing contained in this Article II shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on Lots, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Architectural Review Committee so long as such restrictions are not inconsistent with restrictions created by the Developer or the Association. The City is a third party beneficiary of these covenants and restrictions; provided, however, if the City zoning, building or other requirements of ordinances and general law are more restrictive than these covenants and restrictions, the City requirements shall prevail.

Section 2.8 – Maintenance

It is the responsibility of each Owner to maintain, repair, and replace at his or her expense, all portions of and improvements to his or her Living Unit and Lot, including, but not limited to, the roof, interior and exterior walls and foundations, all interior and exterior improvements, and all landscaping. Each Owner shall be responsible for the maintenance and repair of the driveway and walks serving the Owner's Living Unit, including snow removal from such Owner's driveways and walks.

Section 2.9 - Compliance with City Codes

Each Owner shall comply with City and other governmental requirements. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Developer, Association and/or such governmental authority.

ARTICLE III

EASEMENTS

Section 3.1 – Utility Easements

There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, storm and sanitary sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By

virtue of this easement, it shall be expressly permissible for the Developer and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Units and provided further than any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Developer or the Architectural Review Committee or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Developer and the Association the right (but not the obligation) to grant neighboring property owners easements for access purposes and easements for utility purposes so long as the granting of easements for utility purposes does not overburden the utilities serving the Property.

Section 3.2 – Easement for Ingress and Egress

There is hereby created a non-exclusive easement upon, across, over and through any sidewalks, walkways, bike paths and all-purpose trails in favor of Developer and the Association, all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by an Amendment to this Declaration.

Section 3.3 – Easements for Enjoyment

Developer, every Owner and Occupant and the guest(s) of such parties shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) the right of the Association to suspend the voting rights and right to use of the recreational facilities (if any) by an Owner for any period during which any assessment against his Lot remains unpaid and for any infraction of Association rules;

b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association (the "**Board**"). No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3rds) of the members of the Association ("**Members**") and has been recorded with the Summit County Recorder.

Section 3.4 – Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement

on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Developer, the Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

Section 3.5 – Emergency and Service Easements

There is hereby granted to the City and County an easement for access to the Common Areas for emergency purposes or in the event of nonperformance of maintenance of improvements affecting the public interest. Advance notice is not required for emergency entrance onto the Common Areas.

Section 3.6 – Drainage Rights and Authority to Transfer Drainage and other Easement Rights to City

The Developer, each Owner, the Association, the City and County shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins, if any, in, over and upon the Common Areas for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas unless those easement areas are accepted by the City and/or County or other governmental authority having jurisdiction by formal action of the City and/or County. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers on or within the Property.

Section 3.7 – Easements for Community Signs

Easements are created over the Property to install, maintain, repair, replace and illuminate street signs and other signs that are for the general benefit of the Property or for the identification of Spring Hill Allotment and its various phases. The type, size and location of the signs shall be subject to the approval of the Architectural Review Committee and subject to the laws of the County, City and other governmental authorities having jurisdiction.

Section 3.8 – Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units by the Developer or an affiliate of the Developer is continuing within the Property, it shall be expressly permissible for the Developer to maintain and carry on upon portions of the Common Areas and/or Lots such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units, within the Property, including, but not limited to, administrative/customer services, trailers for sales/construction office purposes, parking areas, parking signs, identification signs, model units, and sales and resales offices, and the Developer, its guests, licensees and invitees shall have an easement for access to all such facilities. The

right to maintain and carry on such facilities and activities shall specifically include the right of the Developer to use Living Units as models and construction and sales offices. Developer further reserves the right for itself and its successors, assigns, contractors, materials suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the City. Customary business hours include weekday overtime and Saturday hours necessary to meet construction schedules. Meetings between the Builder or Builder's employees and/or representatives and homeowners and/or prospective purchasers shall be permitted outside customary business hours so long as the activities therein shall not interfere with the quiet enjoyment of comfort of any other Occupant. This Section may not be amended or modified without the express written consent of the Developer.

Section 3.9 – Maintenance and Development Easement

There is hereby reserved for the benefit of the Developer and Association and its agents, employees, successors and assigns an alienable, transferable, and perpetual right (but not the obligation) an easement to enter upon any Lot for the purpose of maintaining sidewalks, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance with the Property, provided that such right and easement shall not impose any duty or obligation upon Developer or the Association to perform any such actions; and provided, further, that in exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner for any costs and expenses related thereto. Developer further 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. Entry onto said Lot for such purposes shall not be deemed a trespass.

Section 3.10 – Easements To Run With the Lands

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas, shall run with said lands, perpetually and at all times inure to the benefit of and be binding upon the Developer and any Owner or Occupant, the City, the County or other person having an interest in the Property, or any part or portion thereof.

ARTICLE IV

COMMON AREAS

Section 4.1 – Conveyances of Common Areas

At such time to be determined by Developer, Developer shall convey the Common Areas to the Association free of mortgage liens or mortgage encumbrances. Such conveyance shall be by quit claim deed and shall be subject to all easements, covenants, restrictions and provisions of

this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. The Association shall hold title to said parcels subject to the provisions of this Declaration and such deed.

Section 4.2 – 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 Association (or the Developer, prior to the conveyance of the Common Areas to the Association), and no such alterations shall be permitted to be completed by any Owner or Occupant.

ARTICLE V

THE ASSOCIATION

Section 5.1 – Existence, Membership and Voting Rights

The SPRING HILL NEIGHBORHOOD ASSOCIATION, INC., (the **"Association"**), is and shall be the Master Association for all phases in the Spring Hill Allotment. The Association is an Ohio not-for-profit corporation which was established to control, oversee, maintain and administer the property included in Spring Hill (Phase One), Spring Hill (Phase Two) and all subsequent phases in Spring Hill. Each Owner of Lots 69 through 101 in Spring Hill (Phase Two) shall be a Member of the Association as set forth herein. Membership in the Association is and shall be divided into two (2) classes as follows:

Section 5.1.1 - Class "A" Membership and Voting Rights. Each Owner of a Lot or Living Unit, with the exception of the Developer, shall automatically be a Class "A" Member of the Association. All Owners shall be Members of the Association. Class "A" Members shall be entitled to one vote for each Lot in which they hold the fee simple interest or interests. There shall be only one (1) vote for each Lot. 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 required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of the 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 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 the Association.

Section 5.1.2 - Class "B" Membership and Voting. The Developer shall automatically be the sole Class "B" Member of the Association. The Class "B" member shall be the

Developer and shall be entitled to three (3) votes for each Lot owned. 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 Developer in Spring Hill Allotment, including all future phases of Spring Hill Allotment, whether such future phases are platted or unplatted.

Section 5.2 – Board and Officers of the Association

The Directors of the Board and the Officers of the Association shall be elected as provided in the Code of Regulations of the 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 5.3 – Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration, the Code or in law, the 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 (2/3rds) of each class of Members, secure said financing with a mortgage or mortgages upon all or any portion of property owned by the 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 conveyance 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 Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the 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.

ARTICLE VI

RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the exclusive duty to perform the following functions:

Section 6.1 – Maintenance of Common Areas

The 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 nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of Common Areas. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The Association shall maintain in perpetuity all landscape screening installed within the Common Areas adjacent to Arlington Road and Boettler Road in an attractive and healthy condition, and shall replace all diseased or dying plant material with similar plant stock. The Association shall pay all taxes, utilities, and insurance premiums related to its ownership and operation of the Common Areas. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Board of Directors, and the Owners, with such limits as the Board of Directors 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 Association shall have the authority to and shall obtain insurance for all improvements, buildings and structures now or at any time hereafter owned by the Association, 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 Property, in amounts not less than one hundred percent (100%) of the insurable value of such improvements (based upon replacement cost).

Section 6.2 – Management

The Association will provide the management and supervision for the operation of the Common Areas. The 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;

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 6.3 – Rules and Regulations

The 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 Association may sanction 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. Impositions of sanctions shall be as provided in the Code of the Association.

Section 6.4 – Developer's Rights

During the period of existence of Class "B" membership, the Developer may, but is not obligated to, exercise all or any of the powers, rights, duties and functions of the 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 Association set forth herein, the right to collect assessments and disburse all funds of the 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 Association as herein provided. Notwithstanding any other provision in this Declaration or the Code to the contrary, Developer, in Developer's sole discretion, may turnover control of the Association to the Class "A" Members (defined as the "Turnover Date" in Article II, Section 3 of the Code) at any time prior to expiration of the Class "B" membership at set forth in Section 5.1.2 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 Association and not turnover control, administration and/or governance of the same to the Class "A" Members until expiration of the Class "B" membership at set forth in Section 5.1.2 above.

ARTICLE VII

BUILDING DESIGN STANDARDS

Section 7.1 – Design Standards and Building Restrictions

All Living Units on the Property shall conform to the following standards and restrictions:

(a) Living Units should fit into sloped Lots as much as possible. Stepped plan arrangements are encouraged to minimize cut and fill in these areas.

(b) Retaining walls in cut situations are permitted and shall be constructed with the approval of the Developer or the Architectural Review Committee.

(c) Subject to any other restrictions of record, the rear yard on wooded lots must remain as much as possible in their natural state.

(d) Patios shall not be permitted in the front yard unless approved by Developer and the Architectural Review Committee. Patios shall be permitted in the rear yard without prior approval, however, all decks shall require approval by Developer and the Architectural Review Committee.

(e) Garage location shall be determined by Developer and the Architectural Review Committee and garage doors shall be of one color per Living Unit.

(f) Yard and security lights shall be of a design approved by Developer and the Architectural Review Committee. Lights are designed to light walks and drives. Emergency flood lights for security are permitted provided they are located so as to not disturb adjacent Owners.

(g) No vents shall be placed on the "front" half (50%) of the roof area of a Living Unit, regardless of roof slope of shape. Flashing and vents shall be painted the same color as the roof, or, alternatively, flashing and vents shall be painted black.

(h) No exposed concrete block foundation, including split face concrete block, shall be permitted on any Living Unit or Lot. A brick or stone band is required on all elevations and stamped poured concrete foundations are prohibited. For Living Units with walk-out basements, brick or stone shall be required on all exposed elevations (foundation or otherwise) which are: (i) lower than the brick or stone band on the front elevation of the Living Unit; and/or (ii) would otherwise be below grade were it not for the walk-out basement. It shall not be permissible to have framed and/or sided exposed foundations.

(i) Only those types of mailboxes as installed by the Developer, or authorized by the Developer for initial installation, will be permitted. Mailbox location will be determined by the United States Postal Service. No additions to the original mailboxes will be permitted. All replacements of mailboxes shall be uniform and duplicate in appearance to the size, type, color and location of the mailboxes installed by the Developer (or authorized by the Developer for initial installation) and shall be approved by the Architectural Review Committee. Mailboxes and newspaper boxes, once installed, shall be maintained by the Lot Owner.

(j) Roofs shall have a minimum pitch of 6/12 with asphalt dimensional shingles or other approved high quality roofing products.

(k) Each Living Unit is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each Lot.

(l) No more than two main wall colors and two main materials on any building unless approved in writing by Developer or the Architectural Review Committee.

(m) A minimum of two (2) trees, at least 1-1/2" trunk diameter, per Lot, are required on non-wooded Lots, in addition to trees provided by Developer along streets. Proposed trees and locations must be shown on the site plan and must be in compliance with all City rules and regulations.

(n) Owners should select building sites and plans so as not to attempt to construct repetitious designs within close proximity. An early discussion before design is encouraged if you have any question about approval regarding this point.

(o) Repainting of any existing Living Unit with a color other than previously approved shall require approval of Developer or the Architectural Review Committee.

(p) All builders are required to keep on record with Developer a 24 hour emergency phone number.

Section 7.2 - Building Materials, Details and Directions

All materials used (roofs, walls, etc.) on a Living Unit should 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 guidelines apply to construction on the Property:

(a) Wood Siding: Four and eight 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: Permitted.

(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. 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: Natural 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.

(e) Stucco: Natural, hand finished, or sand textured are the preferred finishes; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors.

(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 Developer or the Architectural Review Committee.

(g) 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 Developer or the Architectural Review Committee.

(h) 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; the same window type must be used on all sides of the home; and, muntins should only be used in traditional homes.

(i) Brick or stone masonry exterior chimney construction is required; exposed pre-fab fireplace flues and fireplace "bump-outs" are prohibited on all elevations; and, all fireplaces shall have a masonry foundation; a vinyl fireplace is permitted so long as it has a brick or stone foundation.

(j) The Owners shall, within three (3) months of occupancy of their Living Unit, construct on said Lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six sack limestone mix) and meet the specifications of the City and County and shall span the width of the Lot and connect with the sidewalk constructed on adjoining Lots on each side of their Lots.

Section 7.3 - Start of Construction; Requirements of Completion

Construction shall be completed no later than twelve (12) months after construction was commenced. Landscaping shall be complete no later than one hundred eighty (180) days after completion of construction. Lots purchased, but on which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season.

Section 7.4 - Streetlights

Developer shall provide streetlights. The Association shall be responsible for operation, maintenance, repair and replacement of such street sign posts. The cost of such operation, maintenance, repair and replacement of the lights shall be shared equally by Lot Owners and such costs shall be assessed as provided in Article IX.

Section 7.5 - Street Signs

The Developer shall install street sign posts in Spring Hill Allotment. The Association shall be responsible for maintenance, repair and replacement of such street sign posts. The cost of such maintenance, repair and replacement shall be shared equally by Lot Owners and such costs shall be assessed as provided in Article IX.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

Section 8.1– Power of Committee

There is hereby created an Architectural Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as and grant all approvals provided for herein until the Developer conveys the last Lot the Developer owns in Spring Hill Allotment, including lots owned in prior and subsequent phases, except that the Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. The Committee appointed by the Developer need not be made up of members of the Association. After control of the Architectural Review Committee has been transferred to the Association, the Committee shall be composed of not less than three (3) individuals appointed by the Board of Directors to serve at the Board's pleasure. A vote of the majority of members of the Committee shall be required to constitute the decision of the Committee.

Section 8.2 – Operation of Committee

No Living Unit or Lot shall be constructed, altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any Living Unit be rebuilt, nor shall an addition be made, or deck added or modified, to a Living Unit, nor shall any grading be changed unless an application, plans and specifications for the proposed alteration, modification,

change or addition shall have been submitted to and approved in writing by the Committee. All construction, alterations, modifications, changes and additions to a Living Unit must comply with local building and zoning ordinances, rules and regulations. In order to insure that Living Units and improvements will have a uniform high standard of construction, and that Spring Hill Allotment will be comprised of high quality Living Units, Developer and the Architectural Review Committee reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. Developer and the Architectural Review Committee shall approve or disapprove such written submission or application for approval, in writing within thirty (30) days after its receipt of the same, and a failure by Developer or the Architectural Review Committee to so act within said thirty (30) day period shall constitute denial of the submitted plans.

Section 8.3 – Inspection

The Architectural Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of Developer, or its agent or representatives, or a member of the Architectural Review Committee, or an agent thereof, on any Lot shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Architectural Review Committee.

Section 8.4 – Violations and Remedies

Should any Living Unit be altered, constructed, or an addition be made thereto within the Lot, or related improvements be reconstructed or removed from or upon any Lot, or should the use thereof be modified in any way from the use originally constructed or installed without first obtaining prior written approval of the Developer or Architectural Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Developer or Architectural Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed nonexclusive, to do any of the following:

a) Abate Violation. Cause its agents and employees to enter upon the Lot and/or the Living Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

b) Seek Injunction. Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located within the Property.

c) Seek Reimbursement. Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

d) Treat as Assessment. Should the party committing any acts in contravention of this Article VIII be an Occupant and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to in above, the Association shall be entitled to treat such amount as an Assessment against the Lot of which such Occupant is or was the Owner, a member of the Owner's family or a guest or invitee of such Owner.

ARTICLE IX

ASSESSMENTS

Section 9.1 – Definition of Assessments

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the 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 Association, including, but not limited to, expenditures relating to maintenance fees;

b) All amounts incurred in collecting Assessments including all legal and accounting fees;

c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;

d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Two Thousand Five Hundred Dollars ($2,500.00), 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 this 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.

e) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Section 9.2 – Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the 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 have no obligation to pay assessments for unsold Lots owned by Developer. 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 by a third party.

Section 9.3 – Purpose of Assessments

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Spring Hill Allotment and for the improvement and maintenance of the Common Areas and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

Section 9.4 - Special Assessments

In addition to the annual Assessments authorized herein, the 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 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 9.5 – Uniform Rate of Assessment

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

Section 9.6 – 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 Board and shall be subject to the remedies available to the Association as set forth in this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Owner's Lot.

Section 9.7 – No Exemption for Non-Use of Facilities; No Refund of Reserves

A Member 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 Association or by abandonment of his Lot. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

Section 9.8 – Assessments for Electric Service

The electric service provider for Spring Hill Allotment may require that all Lot Owners pay, on a monthly basis, a residential installation assessment for each Lot owned in addition to the monthly electric service charges incurred by such Owner.

Section 9.9 – Initial Contribution

As further provided herein and in the Code, payment of the Assessments for a Lot shall commence upon 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 by a third party. In addition to pro-rated assessments due for the month in which an Owner closes upon the acquisition of their Lot or the Living Unit is occupied for residence purposes, Owners shall also be required to pay a non-refundable initial working capital contribution to the Association at the closing upon their purchase of their Lot. Such initial working capital contribution shall be in amount established by the Developer and shall not be refundable to the Owner or any party for any reason, including, without limitation, upon the re-sale of the Lot. Developer shall not be required to pay such initial working capital contribution for any Lots it owns; however, any builder who purchases Lots from Developer for purposes of constructing a Living Unit thereon, shall be required to pay such initial working capital contribution for such Lots. The initial working capital contribution collected hereunder may be utilized for any purpose that Assessments may otherwise be utilized by the Association.

ARTICLE X

LIENS

Section 10.1 – Perfection of Lien

If any Owner shall fail to pay any Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "**Delinquent Owner**") when due and such Assessment is delinquent, or if an Owner shall violate any rule or breach any restriction, covenant or provision contained in the Declaration or Code, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Owner and/or violating Owner by filing for record with the Recorder of Summit County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the Delinquent Owner, a description of the Ownership Interest of the Delinquent Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection, and a statement referring to

the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 – No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a Delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.3 – Personal Obligations

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

ARTICLE XI

REMEDIES OF THE ASSOCIATION

Section 11.1 – Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner shall not be entitled to vote on Association matters until said Assessment is paid in full.

Section 11.2 – Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Developer the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Lot or portion thereof upon which, or as to such violation or breach exists, and summarily abate and remove, at the expense of the Owner of the Living Unit or Lot where the violations or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder ("**Costs of Collection**").

Section 11.3 – Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this

Declaration, or at law in equity:

a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (herein defined).

b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars ($100.00), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall also be included in the "Costs of Collection".

c) Foreclose a lien filed in accordance with Article X of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 11.4 – Binding Effect

The remedies provided in this Article XI against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 – Covenants Run with the Property; Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, tenants, Owners and Occupants.

Each grantee accepting a deed or tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Section 12.2 – Notices

Any notices required to be given to any person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such person's residence or mailed, postage prepaid, to the last known address of such person or principal place of business if a corporation. Notices to the Developer shall be deemed given only when received and must be either by hand delivered or mailed by certified or registered mail, postage prepaid, to Green Land Trust, Ltd. (Developer), 821 South Main Street, North Canton, OH 44720.

Section 12.3 – Enforcement of Waiver

The Developer, Association, or any Owner, shall be empowered and have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any one permitted in this Declaration to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.4 – Construction of the Provisions of this Declaration

The Developer, the Association or the Architectural Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of any adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction and interpretation shall be final and binding as to all persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Developer, the Association or the Architectural Review Committee and that of any person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Developer, the Association or Architectural Review Committee, as the case may be.

Section 12.5 – Reservations by Developer – Exempt Property

a) Developer reserves the right and easement for itself and owners of nearby lands to whom Developer, in Developer's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, and rights-of-way in, on, or over the Property or any part thereof in connection with the development and/or operation of real property that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

b) Developer hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, and rights-of-way in, on, or over the Property or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

c) Developer reserves the right to enter into covenants and easements with any utility or public authority which Developer believes, in its sole discretion, to be in the best interests of the development of the Property.

d) Developer reserves the right to perform or cause to be performed such work as is incident to the completion of the development owned or controlled by the Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

e) Developer reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Lots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Developer prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

g) So long as Developer is a Class "B" Member, no person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without the Developer's written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the developer.

Section 12.6 – Severability

Invalidation of any of the easements, covenants, restrictions or provisions contained herein by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.7 – Duration and Amendment of Declaration

This Declaration, and the restrictions, covenants, conditions, easements, 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 thirty-five (35) years from the date hereof; and shall be automatically reinstated for a like period unless written objection is theretofore declared by seventy-five percent (75%) of the Members of the Association and filed by the Association with Recorder of Summit County, Ohio. Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

a) For so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property, the Developer shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or shall prevent a Living Unit from being used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this subsection, Developer shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Developer's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his or her Living Unit or other real property, hereby appoints Developer his attorney-in-fact, coupled with an interest, to execute on his or her behalf any such amendments. Each amendment shall be effective when signed by the Developer and filed for record with the Recorder of Summit County.

b) This Declaration may also be amended by Developer or the Association at any time and from time to time for the purpose of: (1) complying with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages, or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental stature, ordinance, rule or regulation or any judicial determination; or (6) correcting obvious errors or inconsistencies between this Declaration and other documents governing Spring Hill Allotment, the correction of which would not have a material adverse affect upon the interest of any Owner; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make, or consent to an Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the rights of the Developer to vote in favor of, make and record an Amendment. To effect said amendment, Developer shall file a

supplement to the Declaration setting forth the Amendment which shall be signed by Developer and shall be effective upon the filing of the Amendment with the Summit County Recorder.

c) Developer shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Developer in this Declaration.

d) Except as expressly provided in this Declaration, and after expiration of the Class "B" membership period set forth in this Declaration, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of at least a sixty-six percent (66%) of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer. Each such amendment shall be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Summit County Recorder.

Section 12.8 – Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Cheney, Vice-President of the United States of America.

IN WITNESS WHEREOF, the Developer, by its duly authorized representative, has executed this document this 18th day of September, 2006.

GREEN LAND TRUST, LTD,
an Ohio limited liability company

By: _____
Robert J. DeHoff, Member

STATE OF OHIO)
) SS
STARK COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named GREEN LAND TRUST, LTD, an Ohio limited liability company, by Robert J. DeHoff, its Member, who acknowledged that he executed the within instrument and that such execution was the fee act and deed of said company and was his free act and deed both individually and in his capacity as Member of said company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 18th day of September, 2006.

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

Jamie Munn (Kress)
NOTARY PUBLIC
My Commission Expires: April 29, 2007

This Instrument prepared by:

Thomas W. Winkhart, Esq.
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John A Donofrio, Summit Fiscal Officer