

Master Homeowner's Association
for
Aberdeen Ridge

DEFINITIONS (ARTICLE I)

- Additional Land (Section 1)
- Articles (Section 2)
- Assessments (Section 3)
- Association (Section 4)
- Board (Section 5)
- Book of Resolutions (Section 6)
- Bylaws (Section 7)
- Common Area and Facilities (Section 8)
- Common Expenses (Section 9)
- Declarant (Section 10)
- Declaration (Section 11)
- Founding Documents (Section 12)
- Governing Documents (Section 13)
- Lot (Section 14)
- Majority of Voting Power of the Board (Section 15)
- Majority of Voting Power of the Members (Section 16)
- Member (Section 17)
- Mortgage (Section 18)
- Mortgagee (Section 19)
- Notice and Hearing (Section 20)
- Owner (Section 21)
- Plat Restrictions (Section 22)
- Subdivision (Section 23)
- Supplementary Declaration (Section 24)

PROPERTY SUBJECT TO AND ADDITIONS TO THE DECLARATION (ARTICLE II)

- Property Subject to the Declaration (Section 1)
- Additions to the Declaration (Section 2)

ASSOCIATION (ARTICLE III)

- Formation and Organization (Section 1)
- Membership (Section 2)
 - a) Basis
 - b) Members Rights and Duties
 - c) Voting Rights
- Voting (Section 3)
- Notice of Meeting (Section 4)

COVENANTS FOR ASSESSMENTS (ARTICLE IV)

- Obligations of Assessments (Section 1)
- Purpose (Section 2)
- Initial Assessment (Section 3)
- Recreational Association Assessment (Section 4)
- Commencement and Method of Assessment (Section 5)
- Restrict Use (Section 6)
- Covey Property (Section 7)
- Grant Easements (Section 8)
- Other Powers (Section 9)

GENERAL PROVISIONS (ARTICLE V)

- Enforcement (Section 1)
- Rights of Declarants (Section 2)
- Easement Retained (Section 3)
- Boulevard Median Dividers and Lighting of Easements and Common Areas (Section 4)
- Severability (Section 5)
- Gender (Section 6)
- Amendment (Section 7)
- Covenants Running with the Land (Section 8)
- Notices (Section 9)
- Construction of the Provisions of the Governing Documents (Section 10)
- Rules, Regulations and Policies (Section 11)
- Validity of Mortgages (Section 12)
- Assignability (Section 13)
- No Waiver (Section 14)
- Injunctive Relief (Section 15)
- Non-Liability of Declarant (Section 16)
- Captions (Section 17)

COMMON AREAS AND FACILITIES (ARTICLE VI)

- Transfer of Common Areas and Facilities (CAF) to Association (Section 1)
- Transfer of CAF to Association (Section 2)
- Obligation to Maintain (Section 3)
- Performance of Obligation (Section 4)
- Assessment of Costs (Section 5)
- Use of Common Areas and Common Facilities (Section 6)
- Assess by Declarant (Section 7)

ABERDEEN RIDGE NO. 1 CONDITIONS AND RESTRICTIONS (ARTICLE VII)

MASTER HOMEOWNERS ASSOCIATION
for
ABERDEEN RIDGE SUBDIVISION

THIS DECLARATION (Declaration) is made as of _____, 2001, by Pine Ridge Group, Ltd., an Ohio Limited Liability Company, as the fee-simple owner of the real estate hereinafter described (referred to as the Declarant).

WITNESSETH:

1. Declarant is the owner of real property situated in the Township of Jackson, County of Stark, State of Ohio and known as "The Aberdeen Ridge Subdivision", which property is attached hereto and incorporated herein as Exhibit "A", and

2. The Declarant deems it necessary for the efficient preservation of the values, general welfare of the Lot buyers, aesthetic harmony and amenities of this development to impose and provide covenants, conditions and restrictions on the Subdivision land and the creation of the Master Homeowners Association which all lot owners of The Aberdeen Ridge Subdivision shall be a Member.

3. The Declarant has established a Homeowners Association for each Declarant's owned portion of the Aberdeen Ridge Subdivision.

NOW, THEREFORE, for the benefit of each and every purchaser of Lots in the Subdivision and as further consideration for each deed and in conformity with a general plan of development for the Subdivision, each Lot shall be subject to the following easements, covenants, conditions and restrictions and each Lot shall be held, sold and conveyed subject to these easements, covenants, conditions and restrictions and which shall be binding upon all subsequent owners thereof, their heirs, executors, administrators, successors and assigns and which easements, covenants, conditions and restrictions shall run with the Subdivision land.

ARTICLE I
DEFINITIONS

Section 1. "Additional Land" shall mean and refer to additional real property, subject to Declarant's unilateral right of annexation as provided elsewhere in this Declaration.

Section 2. "Articles" shall mean the articles of incorporation filed with the Secretary of State of Ohio incorporating The Master Homeowner's Association for Aberdeen Ridge Subdivision as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from

time-to-time.

Section 3. "Assessments" shall mean the determination of the share of Common Expenses and other charges which shall be payable by each Member.

Section 4. "Association" shall mean The Master Homeowners Association of The Aberdeen Ridge Subdivision, its successors and assigns, which shall be an Ohio not-for-profit corporation, to be formed by the Declarant for the purpose of maintaining and administering the open space, easements, covenants, conditions and restrictions set forth in this Declaration. The Association shall be formed at such time as when the first Lot of the Subdivision is sold.

Section 5. "Board" shall mean the board of trustees of the Association.

Section 6. "Book of Resolutions" shall mean and refer to the document containing the rules, regulations and policies of the Association as they may be amended.

Section 7. "Bylaws" shall mean the bylaws of the Association, as the same may be lawfully amended from time-to-time and which also serve as the Code of Regulations of the Association, pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time-to-time.

Section 8. "Common Areas" shall mean all open space areas per the plat of The Aberdeen Ridge No. 1, as shown on Exhibit "B" and which shall be owned and maintained by the Master Homeowners Association of The Aberdeen Ridge Subdivision. It is understood that Declarant shall transfer the Common Areas in Phases as the project is developed and at such time as the Record Plat is recorded for each phase.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles. Common Expenses shall also include any expenses necessary for maintaining any open space areas, trails, plantings, landscaping and lighting costs, etc.

Section 10. "Declarant" shall mean and refer to Pine Ridge Group, Ltd., a fee-simple owner of the Subdivision. The rights specifically reserved to the Declarant under the Declaration, shall accrue to the Declarant, Declarant's successors and assigns, as are designated in writing by Declarant as successors and assigns of such rights. In the event another, other than the first Declarant, comes to stand in the same relation to the Subdivision and/or the Additional Land or any portion thereof as the first Declarant, that Declarant shall hold the same rights and obligations as would then have been held by the first Declarant; moreover, in the event that any lending institution of the Declarant would come to stand in the same relation to the Subdivision and/or the Additional Land or any portion thereof, as a Declarant, then said lending institution shall hold the same rights and

obligations as would then have been held by the Declarant.

Section 11. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as they may from time-to-time be amended.

Section 12. "Founding Documents" shall mean or refer to the Articles, the Declaration and the Bylaws, all as initially drawn by the Declarant and filed and recorded as the case may be and all as may be duly amended from time-to-time.

Section 13. "Governing Documents" shall mean or refer collectively and severally to the founding Documents and the Book of Resolutions, as such may be amended from time-to-time.

Section 14. "Lot" shall mean any sub lot shown on the plats of the sub division and as may be created on the Additional Land.

Section 15. "Majority of Voting Power of the Board" shall mean at least fifty-one percent (51%) of all votes of the Board that could be cast at a duly called Board meeting.

Section 16. "Majority of Voting Power of the Members" shall mean at least fifty-one percent (51%) of all votes that could be cast at a duly called meeting.

Section 17. "Member" shall mean every person or entity that holds membership in the Association.

Section 18. "Mortgage" shall mean a conventional Mortgage.

Section 19. "Mortgagee" shall mean a holder of a Mortgage.

Section 20. "Notice and Hearing" shall mean a written notice and a hearing before the Board, at which the Member concerned, shall have an opportunity to be heard in person or by counsel at the Member's expense, in the manner further provided by the Bylaws.

Section 21. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee-simple interest in any Lot during the period of such ownership and shall include land contract vendors, but shall exclude anyone with an interest merely as security for performance of an obligation. The terms "Owner" shall include Declarant during the period of time that Declarant owns at least one Lot.

Section 22. "Plat Restrictions" shall mean the restrictions contained on the plat heretofore recorded in _____, of the Stark County,

Ohio Record of Plats and any other plats filed that subdivide the land described on Exhibit A.

Section 23. "Subdivision" shall mean any subdivisions created on the real estate described on Exhibit A and the Additional Land.

Section 24. "Supplementary Declaration" shall mean and refer to any declaration filed by Declarant and submitting and subjecting any portion of the Additional Land to the rights and obligations imposed by that Declaration.

ARTICLE II PROPERTY SUBJECT TO AND ADDITIONS TO THE DECLARATION

Section 1. Property Subject to the Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration, is located in the County of Stark, Township of Jackson and is more fully described in Exhibit "A" attached hereto.

Section 2. Additions to the Declaration. The Declarant, with the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot, shall have the right to subject to the Declaration, any portion of the real estate described on Exhibit "A", provided not more than fifteen (15) years have elapsed since the filing of the Declaration. The additions authorized hereunder shall be made by filing one or more Supplementary Declarations with respect to that portion of the real estate added.

ARTICLE III ASSOCIATION

Section 1. Formation and Organization. The Association shall be a non-profit, non-stock corporation organized and existing under the laws of this state and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other founding Documents, shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall be formed by the Declarant not later than such time as title to the first Lot shall have been transferred to a bona fide purchaser for value.

Section 2. Membership.

A. Basis. Every lot owner shall be a Member of the Association. Membership shall be appurtenant to and may be separated from ownership of any Lot. Transfer of a Lot shall automatically transfer membership to the transferee.

- B. Members Rights and Duties. Members shall have all such rights and be burdened with such obligations as are set forth in this Declaration, the Articles, Bylaws and Book of Resolutions.
- C. Voting Rights. Each Lot owner shall be entitled to one vote. Notwithstanding the foregoing, if a Lot is owned by more than one person, then only one vote may be cast for said Lot.

Section 3. Voting. Unless a greater percentage is required by this Declaration or by the Articles or Bylaws, all decisions requiring a vote of the Members shall be determined by a Majority of the Voting Power of all Members.

Section 4. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action requiring a vote of the Members shall be sent to all Members not less than seven (7) days and not more than sixty (60) days in advance of such meeting.

ARTICLE IV COVENANTS FOR ASSESSMENTS

Section 1. Obligation of Assessments. Each Member, by acceptance of a deed for the Lot, is deemed to covenant and agree to pay to the Association, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments shall be a charge on and a continuing lien on each Lot of the Owner responsible for the payment of such Assessment. Each such Assessment shall also be the personal obligation of the person or persons who owned the Lot at the time the Assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. Owner hereby agrees to pay any delinquent assessment on his lot prior to transferring their lot to a subsequent buyer.

Section 2. Purpose. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents and Owners in the Subdivision and for the improvement, maintenance, repair and replacement of the Common Areas and Facilities and for purposes incidental or related thereto.

Section 3. Initial Assessment. Unless the initial Assessment fee is increased or decreased pursuant to paragraph (b) of this Section 3, the initial Assessment fee with respect to any Lot owned by a Member shall be Fifty Dollars (\$50) per Lot per year. All Assessment fees are fixed at a uniform rate for all Lots.

Section 4. The initial Assessment fee may be increased or decreased only by the affirmative vote of a Majority of the Voting Members of the Board.

Section 5. Commencement and Method of Assessment. Assessment fees shall commence upon transfer of title to that Lot prorated on the calendar year basis, starting

on the date of transfer. The initial Assessment shall be adjusted according to the number of days remaining in the calendar year and such Assessments shall thereafter be on a full calendar-year basis. The Board shall fix the amount of subsequent Assessments at least thirty (30) days in advance of each annual Assessment period. The Board shall establish the due date for such Assessment. Each Member shall pay his Assessment in one annual payment commencing on the date designated by the Board. Separate due dates may be established by the Board for partial annual Assessments and special Assessments, as long as made thirty (30) days in advance thereof. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments payable with respect to a specific Lot, have been paid.

Section 6. Restrict Use. The Board of Trustees shall have the right to place reasonable limitations upon the number of Users who may enjoy and use the common Areas and Common Facilities at any one time and also the right to place reasonable restrictions on the length of time during which any one User or group of Users may use any one Common Area or Common Facility. Further, the Trustees can also place reasonable restrictions upon the hours during which the Common Areas and Common Facilities may be used by any User.

Section 7. Convey Property. The Board of Trustees shall not authorize the dissolution or the sale, transfer or other disposal of any common open space in the common area without (i) an affirmative vote of seventy-five (75) percent of its members (ii) having established a successor entity to take over the common open space according to the Jackson Township zoning resolution; and (iii) the approval of the Jackson Township Board of Trustees. The Association hereby conveys to Jackson Township and other appropriate governmental bodies the right, after proper notice, to enter any common area for emergency purposes or in the event of nonperformance of maintenance or improvements affecting the public health, safety and welfare. Such governments shall have the right, after proper notice, to make improvements and perform maintenance functions and shall have the right to proceed against the Association for reimbursements of such costs, including the right to file liens against individual houses and vacant building lots, if said costs are not reimbursed to said governmental agency.

Section 8. Grant Easements. The Board of Trustees shall have the right to grant such easements and/or rights-of-way for the purpose of constructing any Common Facilities upon the Common Areas or for the purpose of constructing, extending, installing or maintaining any utility services or facilities over, on or under the Common Areas.

Section 9. Other Powers. The Board of Trustees shall have the further right and power to do and perform any and all acts, things, improvements and repairs, which may be necessary and proper for the enhancement, management, preservation and protection of the Association and the Subdivision.

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association and each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such easement, covenant, condition, restriction, reservation, lien or charge. Further, the Association shall have rights to action against each Member for failure to comply with the provisions of the Governing Documents, rules and regulations and applicable law and with respect to decisions made pursuant to authority granted thereunder and the Association shall have the right to assess reasonable charges against a Member who fails to comply with the same, including the right to assess charges for costs of enforcement and arbitration. Jackson Township is hereby granted the right to enforce those portions of the Homeowners Association documents that establish maintenance obligations and grant access to the common open space areas for all lot owners of Aberdeen Ridge Subdivision.

Section 2. Right of Declarant. Development by Declarant of the Lots within the Subdivision and the sale of the Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors or subcontractors of the Declarant from:

- A. Working on any part or parts of the Subdivision owned by Declarant or their representatives, as Declarant determines may be reasonable, necessary or advisable in connection with the completion of such work;
- B. Constructing and maintaining on any part or parts of the Subdivision property owned by Declarant, such structures as Declarant may deem reasonable necessary or appropriate for the completion of such work, the establishment of the Subdivision as residential community and the disposition of the Lots by sale;
- C. Conducting on any part or parts of the Subdivision owned by Declarant, the business of completing such work, of establishing the Subdivision as a residential community and of disposing of the Lots by sale;

- D. Maintaining such entrances signs on any of the Lots owned by Declarant or which Declarant has an easement, as Declarant may deem reasonable necessary or appropriate in connection with the development, sale or other disposition of the Lots.

Section 3. Easement Retained. It is hereby expressly understood that a five (5) foot wide easement on the side of each Lot and a ten (10) foot wide easement at the front and rear of each Lot which shall be used for installing, operating, maintaining and servicing utility lines, cables and conduits for the electric company, the telephone company, gas company, Stark County Engineer and the Stark County Sanitary Engineers, cable providers and any public utilities, excepting, however, the exterior boundaries of the Subdivision in which case the easement shall be ten (10) feet in width. The character of the installation and structures which may be through these easements shall include all incidental appurtenances, such as guys, conduits, anchors, transformers, sanitary sewers, storm inlets, storm sewers, swales, manholes, pedestals, etc.

Section 4. Lighting of Easements and Common Areas. Lighting and signage easement lighting will be made a part of the general lighting district that has been created in conjunction with Jackson Township, American Electric Power and the Public Utilities Commission of Ohio. The Master Homeowners Association shall be responsible for any and all liability regarding the maintenance and upkeep of the signage. The cost of operation and maintenance of the lighting shall be shared equally by lot owners and such costs shall be assessed as provided in Article VI, Section 5: Assessment of Costs.

Section 5. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall in no way affect the remainder of the provisions hereof, which provisions shall remain in full force and effect.

Section 6. Gender. As used in this Declaration and when required by the context, each number (singular or plural) shall include all numbers and each gender (masculine, feminine or neuter) shall include all genders.

Section 7. Amendment. Until the earlier of September 1, 2016 or the date the Owners other than Declarant first own the aggregate ninety-eight percent (98%) or more of the Lots, this Declaration may only be amended by the Declarant along with the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot, who shall have the right to amend this Declaration at any time and from time to time. Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of making any change necessary or desirable to meet the requirements of any institutional lender (the VA, FHA, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot). No such amendment, however, shall materially affect any Owner's interest in the Association or the CAF. Each Owner and his mortgages, by acceptance of

a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph. Thereafter, except as hereinafter provided, this Declaration may be amended by an instrument in writing signed by Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Lots in the Subdivision. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Stark County Recorder. Any amendment to this Declaration what pertains to the maintenance of or access to the common areas shall be approved by the Jackson Township Law Director. Amendments need not be signed by the Owners nor the Federal Housing Administration of the Veterans Administration.

Section 8. Covenants Running with the Land. The terms, covenants, conditions, easements and restrictions of this Declaration shall create perpetual, mutual and reciprocal benefits and servitudes upon the property, running with the land. The terms, covenants, conditions, easements and restrictions of this Declarant shall be binding upon anyone having any right, title or interest in a Lot or any part thereof and shall inure to the benefit of Declarant, the Association and each Owner.

Section 9. Notices. Any notice required to be sent to any Member under the provisions of this Declaration, shall be deemed to have been property sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 10. Construction of the Provisions of the Governing Documents. The Association, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of the Governing Documents and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction of interpretation shall be final and binding as to all persons or property benefits bound by the provision hereof. Any conflict between any construction or interpretations of the Association and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association.

Section 11. Rules, Regulations and Policies. The Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations and in making any findings, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, taken into consideration the best interest of the Members and the Declarant in the Subdivision, to the end that the Subdivision shall be maintained as a high quality residential development. In granting and permitting,

authorization or approval, as herein provided, the Association, may impose any conditions or limitations thereof as it shall deem advisable under the circumstances in each case in light of the considerations set forth in this section.

Section 12. Validity of Mortgages. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessment thereafter becoming due, or from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

Section 13. Assignability. The Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign any or all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 14. No Waiver. The failure of Declarant or the Association or a Member, their respective legal representatives, heirs, successors and assigns, to enforce any covenant and restriction herein contained, shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 15. Injunctive Relief. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, any person or entity entitled or enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 16. Non-Liability of Declarant. Neither Declarant nor Declarant's representatives, successors or assigns, nor any of Declarant's agents, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or in Declarant's (or its representative's or agent's) capacity as Declarant, contractor, manager or seller of any portion of the Subdivision or Additional Land, if any, whether or not such claim: (i) shall be asserted by any Member, the Association or by any person or entity claiming through any of them; or (ii) shall be on account or injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the

foregoing, the foregoing enumerations include all claims for or arising by reason of, the Common Area or any part thereof, being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect or any Member or the Association and their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Common Area or by reason of the Failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable TV, etc.).

Section 17. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

ARTICLE VI COMMON AREAS AND FACILITIES

Section 1. Transfer of Common Areas and Facilities (CAF) to Association. At the time of recording the Record Plat, Declarant shall convey to the Association fee simple title to the CAF free and clear of any liens or financial encumbrances, except taxes and assessments not yet due and payable. Upon the transference of the CAF to the Association, the Board of Trustees shall establish a Recreational Committee, which shall consist of at least three (3) members. The CAF cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. During any Declarant control period, no portion of the CAF can be dedicated without the prior approval of the Federal Housing Authority Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

Section 2. Transfer of CAF to Association. Prior to the transfer of the CAF to the Association, Declarant shall maintain and operate the CAF and shall charge a fee to those parties using such facilities until transfer of facilities to Homeowner's Association. All common areas shall be perpetually owned and maintained in their natural condition and shall never be developed for the purpose of single-family home sites. The common areas and the open space are more fully described on Exhibit "B", attached hereto and incorporated herein. By this reference at the time of transfer, a perpetual easement across these areas shall be noted on the deed ensuring that these areas shall remain in their natural open space condition and that they will never be able to be developed for single-family purposes.

Section 3. Obligation to Maintain. It shall be the sole and exclusive duty, obligation and responsibility of the Association to cause the Common Areas to be maintained in a clean, safe, neat, healthy and workable condition and good state of repair and promptly cause to be made all necessary repairs and replacements, ordinary, as well as extraordinary, (when necessary) subject only to the provisions of the Documents.

Section 4. Performance of Obligation. The Association, acting by and through its Board of Trustees, shall have the right to contract with any subcontractors for the performance of any and all necessary maintenance and service which the Association is required to perform pursuant to this Section. All such contracts shall be with such parties, for such amounts and upon such terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

Section 5. Assessment of Costs. The Association shall perform the maintenance functions referred to in this Section and shall pay any and all charges, costs, expenses, fees, fines, levies and penalties which may be incurred in connection therewith (hereinafter collectively referred to as the "Common Area Maintenance Charges"). The Association shall have the right to declare any and all Common Area Maintenance Charges to be an Assessment, with Assessment shall be levied equally upon each and every Sub lot that has been purchased by a buyer. The Association shall also have the right to make a good faith estimate as to the total annual Common Cost incurred by the Association and the same shall, if the Association so elects, become an Assessment and charged equally against the purchased Sub lots on a yearly basis. Further, should the Association determine that it expects to incur unusually large Common Area Maintenance Charges, the Association shall have the right to adjust the amount of the Assessment so as to collect a sufficient amount of funds with which to pay the same.

Section 6. Use of Common Areas and Common Facilities. Every user shall have the right, exercisable in common with the exercise thereof by other Users, to use and enjoy the Common Areas subject to the reasonable rules and regulations adopted from time to time by the Association regarding the use thereof. The Common Areas shall be used exclusively for the leisurely and recreational activities and purposes of the Users and for no other purpose whatsoever, unless the prior written consent of the Board of Trustees is first obtained. If access to any residence is through the CAF, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

Section 7. Access by Declarant. The Declarant, its agents, assignees, contractors, designees and employees shall have free and complete access to the Common Areas for the purpose of construction, installing, maintaining, repairing and inspecting any and all Common Area and Facilities.

ARTICLE VII
ABERDEEN RIDGE NO. 1 CONDITIONS AND RESTRICTIONS

The undersigned, Pine Ridge Group, Ltd., an Ohio Limited Liability Company (Declarant), fee owner of the real property now duly platted and recorded in Plat Book ____, Page ____, of the Plat Records of Stark County, Ohio, hereby makes the following declarations as to the limitations, restrictions, covenants, and uses to which the lots constituting said Allotment may be put, hereby specifying that said declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and the limitations upon all future owners in said allotment, this declaration of restrictions being designed for the purpose of setting forth a general plan for the mutual benefit and protection of all present and future owners in said Allotment.

1) By acceptance of the Deed making reference to these covenants and restrictions, and as part of the consideration therefore, the Grantees therein, their heirs, successors and assigns, do covenant and agree with and for the mutual benefit of the said Grantees and the Grantor therein, its successors and assigns, that said real estate described in said Deed shall be subject to the covenants, conditions, and restrictions hereinafter set forth.

2) Said premises shall be used solely and exclusively for single family private residence purposes. No buildings or structures (including fences and walls) or any additions thereto or any alterations thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises unless and until the size, location, type, cost, use, the materials, or construction thereof, the color scheme therefore, the grading plan of the lot, including the grade elevation of said building and structure upon said premises and the plans, specifications and details of said buildings and structures shall have been approved in writing by Declarant, its successors and assigns, and no buildings or structures, except

such as conform to said plans, specifications and details shall be erected, reconstructed or suffered to remain upon said premises. A true copy of said plans, specifications and details shall be delivered to Declarant, its successors and assigns. No residence erected on said premises shall exceed two stories in height.

There shall be no exposed concrete block or poured concrete walls on any exterior elevation. A brick band to grade is required on all residences. Stucco is acceptable on the exposed block if the house has a stucco exterior siding.

3) Phase I Lots 1-38; no single story residence shall be erected on any lot which has less than 2,200 square feet (ground level area, less garage). No multi-story residence shall be erected which shall contain less than 2,800 square feet (less garage). Phase I Lots 39-69; no single story residence shall be erected on any lot which has less than 1,600 square feet (ground level area, less garage). No multi-story residence shall be erected to contain less than 2,000 square feet (less garage). All residences must provide an attached garage, providing space for a minimum of two automobiles. Carports are expressly prohibited. All structures erected on said premises shall be completed within one year from the date the construction is commenced.

4) At the time of the erection of every residence dwelling upon the premises herein, there shall also be erected adjacent to the driveway to said premises, and at a minimum of thirty (30) feet from the curb, a method of illumination to be approved in writing by Declarant, its successors and assigns.

5) No mail boxes shall be erected or maintained on said premises until the style, color, and location have been approved in writing by Declarant, its successors and assigns.

6) No part of any dwelling exclusive of open porches and steps, shall be located nearer than 40 feet to the front lot line, nor nearer than 10 feet to the side lines. However, in the event a residence is situated on more than one contiguous lot, the outside

lot lines only shall be applicable.

7) No mobile trailer, mobile home, utility building, recreational vehicle, boat, or non-operational vehicle shall be kept, maintained, or stored outside the garage on said premises. No building shall be moved onto said premises and no basement residence shall be permitted on said premises.

8) No animals shall be kept or harbored on said premises except two (2) house pets (either cats or dogs) per residence.

9) No sign of any kind shall be displayed to the public view on any lot or in any residence window, except one sign of not more than four (4) square feet advertising the property "For Sale".

10) No fence shall be constructed until the plans therefore shall have been approved in writing by Declarant, its successors and assigns. No solid fence nor railing, excepting a hedge of shrubbery fence, not to exceed thirty (30) inches in height, shall be built nor permitted in the front of the building lines, nor shall any solid fence exceeding six (6) feet in height be built nor permitted, in rear or side of said lot. Rear fences shall not take up over forty percent (40%) of rear lot, be closer than five (5) feet to a side lot line or fifteen (15) feet from rear lot line or over six (6) feet in height. Only fences constructed of cedar, redwood or vinyl will be permitted.

11) During construction, a solid base construction driveway shall be provided by owner, for a distance of not less than thirty (30) feet from the curb, and any curb damage shall be repaired.

12) All permanent driveways leading to the property from the street must be of a hard surface, either blacktop or concrete, and installed within one year after completion of residence.

13) No liquor, either malt, spirituous, vinous, or fermented, shall at any time be manufactured, sold, or traded in or on said premises.

14) No business of any nature shall be carried on upon said premises, nor shall anything be done thereon which may be, or become an annoyance to the neighborhood. No noxious or offensive activity shall be carried on upon said premises. There shall be no storage of toxic or dangerous chemical substances excluding general household cleaners.

15) No shop, store, factory, saloon, tenement, lodging house, boarding house, public garage, barn, stable, hotel, asylum, institution of kindred or like nature, nor charitable or non-profit institution shall be permitted on the premises hereby conveyed.

16) No T.V. Dish antennas exceeding 39" in diameter may be placed on the premises. Any units 39" or smaller must not be placed within view from the front of the property.

17) The Declarant does for itself and its successors and/or assigns reserve a perpetual easement for utility installations (including gas, electricity, telephone, cable, sewer and water) and the maintenance thereof over ten (10) feet off the front, rear and side lines of each Lot.

18) Declarant, its successors or assigns, reserves the right to organize an association to which the owners of lots in the Aberdeen Ridge No. 1 shall be eligible to membership, for the purpose of enforcing the restrictions of said Allotments, the doing of such things as may be necessary and advisable to maintain the beautification and values of the property located in said Allotments, and eventually taking over and administering the duties reserved by Declarant in these restrictions.

19) If any difference shall arise between interested parties as to the construction, interpretation, application or meaning of any provision of this instrument establishing the Conditions, the decision on and determination of such construction shall be made by Declarant, or its designee for that purpose, and any decision which Declarant or its designee shall reach shall be final and conclusive on all parties.

20) Owners shall comply with all applicable government regulations, including, but not limited to, local zoning, EPA and soil erosion rules and regulations.

21) All utility services shall be underground. Declarant reserves the right to grant additional easements for utility services to be maintained and installed.

22) Declarant requires lot owners, at their cost, to install sidewalks on Lots 39-69 in accordance with the Stark County Subdivision regulations.

23) All of the covenants, conditions, and restrictions shall be construed together, as part of a uniform code; provided, however, that if any one or part of said covenants, conditions and restrictions be held to be unenforceable or invalid, the validity of no other covenant, condition, nor restriction, no part thereof, shall be thereby impaired.

24) The provisions herein made shall inure to the benefit of, and be enforceable by Declarant, or the owner or owners, of any lot included in said Allotments, their administrators, executors, heirs, successors and assigns, and failure by any person or persons who have the right to object to any violation or to enforce any covenant, condition, or restriction herein contained, however long continued, shall be, in no event, deemed a waiver of the right to object to, or enforce, such breach of the covenants, conditions, and restrictions herein contained.

25) Any of the covenants and restrictions set forth herein may at any time, and in any manner, be changed with the written consent of the owners of seventy-five percent (75%) of the lots in said Allotment. For these purposes, each lot shall be deemed to be owned by one owner, being the first person or entity whose name appears on the deed or other evidence of title creating the vested interest in said lot or lots.

25) THE PURPOSE OF THESE COVENANTS AND RESTRICTIONS ("CONDITIONS") IS TO PROTECT THE LOT OWNERS FROM UNDUE DEPRECIATION TO THEIR LOT AND PROMOTE THE BEAUTIFICATION AND ENHANCE THE VALUE THEREOF. BY ACCEPTANCE OF A DEED TO ANY

LOT, THE GRANTEE(S) AND GRANTEE(S)' SUCCESSORS AND ASSIGNS, ACKNOWLEDGE THAT THESE CONDITIONS AND RESTRICTIONS ARE FAIR AND REASONABLE AND ARE FOR THE BENEFIT OF THE OWNERS OF LOTS IN THE SUBDIVISION. THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL BE SUBJECT TO THE MATTERS SET FORTH IN THE HOMEOWNERS ASSOCIATION DOCUMENTS FOR ABERDEEN RIDGE.

CONDITIONS AND RESTRICTIVE COVENANTS TO THE ABERDEEN RIDGE SUBDIVISION NUMBER 1 ("SUBDIVISION") LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 (JACKSON), STARK COUNTY, OHIO.

PINE RIDGE GROUP, LTD., AN OHIO LIMITED LIABILITY COMPANY, OWNER AND DECLARANT, ("CORPORATION").

IN WITNESS WHEREOF, this Master Homeowner's Association for Aberdeen Ridge duly signed, acknowledged and delivered by a majority of the Members of Pine Ridge Group, Ltd. on this 31ST day of August, 2001.

Signed and acknowledged in the presence of:

Declarant:

PINE RIDGE GROUP, LTD.

Debra S. Collins
Print Name Debra S Collins

Fred W. Tobin Managing Member
By: Fred W. Tobin, Managing Member

Print Name _____

Debra S. Collins
Print Name Debra S. Collins

Charles R. Rea member
By: Charles R. Rea, Member

Print Name _____

STATE OF OHIO)
)
STARK COUNTY) SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named FRED W. TOBIN and CHARLES R. REA, as a majority of the Members of Pine Ridge Group, Ltd., duly authorized and acknowledged that they did sign the foregoing document and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at Canton, Ohio this 31st day of August, 2001.

Debra S. Collins
Notary Public

My Commission Expires: Debra S Collins, Notary Public
 State of Ohio
 My Commission Expires
 November 9, 2005

This Instrument Prepared by:
Larry A. Zink
Zink, Zink & Zink Co., L.P.A.
3711 Whipple Ave. N.W.
Canton, Ohio 44718-2933