

Reservations, Covenants, Restrictions and
Conditions
for
The Reserve at Emerald Estates
Homeowner's Association

RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS
for
THE RESERVE AT EMERALD ESTATES
Homeowner's Association

WHEREAS, VILLA MIRAMAR LLC, hereinafter referred to as "MIRAMAR" is the owner of certain real estate located in Jackson Township, Stark County, Ohio, (as more fully described in the legal description, marked as "Exhibit A" and attached hereto and made a part thereof) hereinafter referred to as the "Development" which it intends to develop into a community known as "The Reserve at Emerald Estates"; and

WHEREAS, the Development will include areas for single family residences and Common Areas, including, without limitation, boulevards and entrance signs;

WHEREAS, MIRAMAR deems it necessary for the efficient preservation of the value, aesthetic harmony and amenities of said Development and for the maintenance and preservation of the Common Areas, to impose and provide reservations, covenants, restrictions and conditions, hereinafter called "The Restrictions", upon the real estate in said Development; and

WHEREAS, The Homeowners' Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit, will be established pursuant to the laws of the State of Ohio, for the purpose of owning, operating, maintaining and administering certain portions of the Development, including the Common Areas and such improvements as may be constructed and developed thereon, with the costs incurred by the Development in connection with said ownership, operation, construction and development and any maintenance, repair, replacement and administration of such portions of the Development, including the Common Areas, to be an encumbrance upon the Development, as further described herein.

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon the Development by MIRAMAR, which shall be covenants running with the land, binding upon and inuring to the benefit of MIRAMAR, the Development and the respective Grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns:

1. DEED RESTRICTIONS

Lots located in the Development shall be used exclusively for single-family residence purposes and only one (1) such residence shall be permitted on each lot. MIRAMAR shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one (1) single-family residence on the enlarged tracts.

A. Single-Family dwellings shall meet the following requirements:

- (1) Type: Single-family dwelling may be a one (1) story, a two (2) story or cape cod design.
 - (a) One (1) story dwelling is a structure, the living area being the first floor; constructed with a basement and a space between the first floor and the roof of inadequate height to permit its use as a dwelling place.
 - (b) A two (2) story dwelling is a structure, the living area of which is on two (2) levels connected by one (1) or more stairways, constructed with a basement. No residence shall exceed two and one-half stories.

- (c) A cape cod dwelling is a structure, the living area of which is on two (2) levels connected by a stairway and constructed with a basement. The upper level is constructed within the gable portion of the roof with window penetrations made by the use of dormers.
- (2) Living Area: The living area of any dwelling 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. That portion of a basement, which is exposed at ground level due to a sloping lot completed to a living area with fill windows and doors and finished similar to the first floor, may count as 50% of the first floor area.
- (a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimensions of the knee walls. Second story spaces are only included on first floor.
 - (b) The minimum square footage for each of the aforementioned designs, computed as above described shall be:

i. One Story	2400	square feet
ii. Two Story	2800	square feet above ground
iii. Cape Cod	2800	square feet with not less than 1800 square feet in the first floor area
- (3) Garage: No garage shall be erected on any lot separate from the residence without explicit written approval of Villa Miramar, LLC and The Architectural Review Board. All garages shall be at least 500 square feet. No garage shall be larger than four (4) bays.
- (4) Outbuildings: No outbuilding shall be erected on any lot separate from the residence without explicit written approval of Villa Miramar, LLC and The Architectural Review Board.

2. LOT RESTRICTIONS

- A. Side Yards: Each building shall have a side yard along each 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 (2) 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 (2) or more lots are acquired and used as single building sites, the side lot line shall refer only to the lines bordering on the adjoining property owner and/or street.
- B. Front Yards: No building may be erected on any lot nearer than forty (40) feet to the front line in the Development.
- C. Rear Yards: No building may be erected on any lot nearer than fifteen (15) feet to the rear lot line in the Development.

- D. Driveways: Concrete driveways are required. Other material will be considered and must be approved by The Development's Architectural Review Board. All driveways shall be paved within six (6) months after completion of the residence. Driveways shall not be wider than twenty-two (22) feet from the front property line to the street unless approved in writing by MIRAMAR or The Development's Architectural Review Board.
- E. Curb Cuts: Drain lines connected directly to the storm sewer are provided behind the concrete cut. Downspout drains are to be connected to this drain line. Curb cuts for drain lines are not permitted.
- F. Corner Lots: MIRAMAR or The Development's Architectural Review Board shall have sole discretion as to which street a residence will front on.
- G. Variances: At its sole discretion, MIRAMAR reserves the sole right to approve any setback variances, whether for MIRAMAR's own construction or otherwise.
- H. Wetlands: Each owner acknowledges that some lots contain wetlands as designed on the record plat. The owner understands and agrees that changes to the wetland areas, if any, have to be done in accordance with existing local, state and federal laws.
- I. Sediment Control: In the construction of improvements on any lot in the Development, no activities or any action will be taken by a grantee of a lot in the Development to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in the Development or said grantee's employees, agents, successors or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces or into public storm sewer systems. A copy of all applicable plans is on file in the office of VILLA MIRAMAR, LLC, 3721 Whipple Avenue NW, Canton, Ohio 44718. The owner/builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

3. PROHIBITED USES AND ACTIVITIES

The following uses and activities shall be prohibited in the Development and in the Development as a whole, unless MIRAMAR or the Development gives specific written approval.

- A. Industrial or manufacturing uses of any kind;
- B. Commercial agricultural uses;
- C. 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 these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
- D. The keeping, raising and harboring of cattle, swine, fowl livestock, other farm animals or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes or kept in a manner as to constitute a nuisance or activity prohibited by law. Notwithstanding anything to the contrary hereinabove, only dogs that are of a "non-vicious" breed shall be permitted to be kept on any said premises and said

dogs shall not be allowed to remain outside so as to create a nuisance with respect to their barking or howling.

- E. There shall be no outbuilding constructed on any lot separate from the residence without explicit written approval of MIRAMAR.
- F. No above ground swimming pools, except small portable inflated pools for children.
- G. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals. All containers must be placed and returned one (1) hour before sunset on the day before and the day of pickup.
- H. Temporary structures, including, but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other buildings of any kind; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the Development of the property.
- I. Erection or maintenance of any signs, billboards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one (1) per lot); (b) Home Builders and General Contractor signs, not larger than ten (10) square feet (one (1) per lot) and only until sold. The configuration of Home Builder and General Contracting signs shall be at the sole discretion of MIRAMAR. Nothing herein contained shall limit MIRAMAR 's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of MIRAMAR. There shall be no "For Rent" signs placed by anyone. Directional signs, political signs and garage or yard sale signs are strictly prohibited from being placed in the right of way.
- J. Nuisances and noxious or offensive activities of any kind.
- K. Storage of motor homes, campers, travel-trailers, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and non-working vehicles, unless such is not in view from any street or adjacent residence. Nothing herein contained shall limit use of trucks, trailers or equipment during construction. Recreational vehicles owned by the homeowner or guests of the homeowner may be parked in the homeowners' driveway for a period of time not to exceed seven (7) calendar days on two (2) separate occasions, but shall not exceed fourteen (14) days within any one (1) calendar year.
- L. No hanging of laundry outdoors.
- M. No fences may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved prior to installation by MIRAMAR or the Development Architectural Review Board for decorative and aesthetic value mesh-type fences are strictly prohibited in all instances. Any fence approved must be erected not less than two (2) inches from the property line.
- N. Site lighting, which interferes with the comfort, privacy or general welfare of adjacent or other lot owners, is prohibited.
- O. 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.

- P. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter and not visible from the street and no TV or other antennas shall be erected.
- Q. No lot in the Development shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to MIRAMAR or The Development's Architectural Review Board and the written consent of same has been obtained. Any changes in the Development that increase the number of lots will be determined to be a change to the general development plan and be subject to review by the Site Plan Review Committee and approval by the Zoning Department.
- R. No split-face concrete block is permitted nor shall it be used in place of a brick or stone band in complying with Item 6-H of these covenants.

4. SUBMITTALS AND APPROVALS

- A. At such time as all of the lots in the Development have been sold to individuals or entities other than MIRAMAR or an entity controlled by MIRAMAR or at such earlier time as MIRAMAR may elect, the right to approve all other construction or other items contained therein shall shift from MIRAMAR to The Development's Architectural Review Board, hereinafter referred to as "The Development's Architectural Review Board", established by the Development, comprised of three (3) lot owners nominated and elected by the majority of the lot owners. The lot owner receiving the most votes will have a three (3) year term. The lot owner receiving the second most votes will have a two (2) year term and the lot owner receiving the third most votes will have a one (1) year term. Thereafter, The Development's Architectural Review Board shall be comprised of said three (3) members or their successors. Nothing herein contained shall be construed as a definition in MIRAMAR's authority to appoint an initial Architectural Review Board to make all reviews and approvals as contemplated herein until The Development's Architectural Review Board assumes said duties pursuant to the terms hereof or until MIRAMAR relinquishes authority as provided herein above or hereinafter.
- B. All matters herein requiring the approval of MIRAMAR or The Development's Architectural Review Board by the terms of this instrument, shall be submitted to MIRAMAR or The Development's Architectural Review Board in writing, accompanied by such specifications, details and other documents as are reasonably required by it to make a proper decision. In order to insure that the homes and other buildings will have a uniform high standard of construction and that the Development will be comprised of high quality custom homes, MIRAMAR and The Development's Architectural Review Board reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. MIRAMAR and The Development's Architectural Review Board shall approve or disapprove such written submission or application for approval, in writing within fourteen (14) days after its receipt of the same and a failure by MIRAMAR or The Development's Architectural Review Board to so act within said fourteen (14) day period shall constitute approval of the submitted plans.
- C. MIRAMAR / THE RESERVE AT EMERALD ESTATES' ARCHITECTURAL REVIEW BOARD
- MIRAMAR will establish and appoint an initial review board, hereinafter referred to as "The Development's Architectural Review Board", to serve until appointed by the Development and MIRAMAR relinquishes authority, for the following purposes:

- (9) Complete exterior color scheme & color samples.
- (10) Samples of all major materials to be used.
- (11) Such other information, data and drawings as may be reasonably requested by The Development's Architectural Review Board.

Specifications shall describe types of construction and exterior materials to be used.

- D. Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans with The Development's Architectural Guidelines and other structures in the Development; the effect of the location and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and general intent of these Restrictions.
- E. Liability Relating to Approvals: Neither MIRAMAR, The Development's Architectural Review Board, nor any member thereof nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans.
- F. Requirement for Approval: the Homeowner or it's representative shall submit simultaneously with building drawings for approval, a completed copy of the checklist attached; labeled "Application for Review" checklist indicating compliance or non-compliance with the building restrictions as listed and shall furnish reasons for non-compliance on a separate page. This is intended to reduce delays and expedite approval.

5. CONSTRUCTION

- A. 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.
- B. Residential lots purchased, but on which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season.

6. THE DEVELOPMENT DESIGN STANDARDS AND BUILDING RESTRICTIONS

- A. Houses should fit into sloped lots as much as possible. Stepped plan arrangements are encouraged to minimize cut and fill in these areas. This is not a major consideration in the Development.
- B. Retaining walls are permitted and shall be constructed per The Development's Architectural Guidelines.
- C. The rear yard on wooded lots must remain as much as possible in its natural state. Decks and patios are permitted.
- D. Patios shall not be permitted in the front yard unless approved by MIRAMAR or The Development's Architectural Review Board.

- (1) To provide a staff of persons for reviewing, evaluating, approving and disapproving proposed plans.
- (2) To establish, maintain and preserve specific architectural guidelines and standards to carry out the intent of these Restrictions, which guidelines and standards from time to time in effect, with respect to all or any portion of the Property, shall hereinafter be referred to as the "The Development's Architectural Guidelines."
- (3) To enforce the provisions of these Restrictions.

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

Requirements of Plan Approval: No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action which in any way alters the exterior appearance of the Development from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), shall be commenced or continued until the same shall have first been approved in writing by The Development's Architectural Review Board in accordance with The Development's Architectural Guidelines. (See Application for Review attached.) Approval shall be required by submission to The Development's Architectural Review Board of plans and specifications, in duplicate, showing the following:

- (1) Existing and proposed land contours and grades: MIRAMAR reserves the right to establish grades and slopes on the premises in the Development and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot shall blend with the grade of the lots on either side; having due regard for natural contours and drainage of the land.
- (2) All buildings and other improvements, access drives and other improved areas and the locations thereof on the site.
- (3) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof) and ornamentation.
- (4) Plans for all floors, cross sections and elevations, including projections and wing walls.
- (5) Exterior lighting plans;
- (6) Walls, fencing and screening;
- (7) Patios, decks, pools and porches;
- (8) Parking areas;

- E. Garages may not face the street; actual location shall be determined by MIRAMAR or The Development's Architectural Review Board and garage doors shall be of one (1) color.
- F. Yard and security lights shall be of a design approved by MIRAMAR or The Development's Architectural Review Board. Lights are designed to light walks and drives. Emergency floodlights 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, regardless of roof slope or shape. Flashing and vents shall be painted the same color as the roof.
- H. No exposed concrete block foundation shall be permitted.
- I. Mailboxes and newspaper boxes will be provided at a cost to the homeowner and installed by the Developer. Mailbox location will be determined by the United States Postal Service and the Developer.
- J. Roofs shall have a minimum pitch of 6/12.
- K. Each residence is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each lot.
- L. No more than two (2) main exterior wall colors and two (2) main exterior materials on any building unless approved in writing by MIRAMAR or The Development's Architectural Review Board.
- M. A minimum of three (3) trees, at least 1-1 1/2" trunk diameter, per unit are required on non-wooded lots, in addition to any trees provided by the Developer. Show trees on the site plan. Fruit bearing trees are not permitted in the front yards.
- N. Owners should select building sites and plans so as not to attempt to construct repetitious designs within close proximity. Furthermore, careful consideration must be given to rooflines of adjacent residences. An early discussion before design is encouraged if you have any question about approval regarding this point.
- O. Re-painting of any existing residence with a color other than previously approved shall require approval of MIRAMAR or The Development's Architectural Review Board.
- P. All builders are required to keep on record with the Developer a 24-hour emergency phone number.
- Q. Materials and Details - Building Materials: All materials used (roofs, walls, etc.) 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 are acceptable for use at the Development:

- (1) Wood Siding: Four (4) and eight (8) inch clapboard, rough or smooth finish; channel rustic boards; v-joint tongue and groove boards; vertical board and batten; wood shingles; all with semi transparent stains are recommended. Paint is allowed, but does require more maintenance than stain and is not considered as desirable as stain.

- (2) Natural materials permitted on rear of home.
 - (3) Brick: Natural sand molded brick is preferred. "Manufactured" sand mold and textured brick may also be used. Color ranges should be subtle with no glazed brick permitted. Brick detail in chimneys, sills, entry steps and foundations are encouraged. All brick exterior surfaces covering the front of any residence shall continue around the sides thereof not less than sixteen (16) inches.
 - (4) 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 over more exotic stone. All natural stone exterior surfaces covering the front of any residence shall continue around the sides thereof not less than sixteen (16) inches.
 - (5) Stucco/Exterior Insulation and Finish System (EIFS): Natural, hand finished or sand textured is the preferred finish; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors. White stucco is discouraged.
 - (6) Other Materials: Use of other man-made materials is permitted if they are painted to blend with other natural materials. The Development's Architectural Review Board must approve the use of wrought iron and other decorative ornamentation.
- R. Facades: All sides of the residence 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 house, masonry must continue to the next break in the building facade; rear corner of side wall; or terminate to a carefully designed detail or architectural element (faux column, window bay, etc.) as approved by The Development's Architectural Review Board.
- S. Windows: Windows will be provided by the Developer at a cost to the homeowner and builders and 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. All windows to be wood or vinyl clad wood. The same window type must be used on all sides of the home. Mountings should only be used in traditional homes. The Developer will assure that the cost for said windows will be at or below the current market price for the Stark County area.
- T. Chimney: Brick or stone masonry exterior and interior wall chimney construction is required.
- U. Sidewalks: The owners or their assigns shall, within ninety (90) days of occupancy of their residences, construct on said lot a sidewalk which shall be at least four (4) feet wide, four (4) inches deep, constructed of concrete (six (6) sack limestone mix) and meet the specifications of Stark County and shall span the width of the lot and connect with the sidewalk constructed on adjoining lots on each side of the premises and must meet with The Development's Architectural Review Board.
- V. Home Security Systems: Home Security Systems will be provided by the Developer at a cost to the homeowner and builders and should be carefully selected. The Developer will

assure that the cost for said system will be at or below the current market price.

- W. Heating and Cooling Systems: Heating and Cooling Systems will be provided by the Developer at a cost to the homeowner and builder to ensure compliance with the Energy Star guidelines for energy efficiency. The Developer will assure that the cost for said system will be at or below the current market price for the Stark County area.
- X. Appliances: GE appliances are preferred, although not mandatory. The Developer can make available to the homeowner and builder at the homeowner's option GE appliances at or below the current market price for the Stark County area.

7. STREET LIGHTS

MIRAMAR shall provide streetlights. The cost of operation and maintenance of the lights shall be shared equally by lot owners and such costs shall be assessed as provided in Item 10 - Assessments.

8. RESERVATIONS, EASEMENTS AND COMMON AREA

- A. MIRAMAR reserves to itself and its successors and assigns, the right to petition for or grant fixture easements or rights of way for the construction, maintenance, extension and operation of all public or private utility facilities in or upon all highways and streets, now and existing or hereafter established, upon which any portion of this subdivision may now or hereafter front or abut. The owners of any and all lots of this subdivision agree to and do hereby consent to and affirm all such agreements that may be entered into between MIRAMAR and public or private utility companies, entities or authorities.
- B. MIRAMAR or the Development reserve to themselves the right to relocate utility easements in accordance with the requirement of the Stark County Engineer, the Township of Jackson or as necessary for the orderly progress of the Development.
- C. MIRAMAR 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 property for such purposes shall not be deemed a trespass.
- D. MIRAMAR intends to convey to the Development, subsequent to the recordation of "The Restrictions", an area around the entrance signs and boulevard entrances to the subdivisions. This area shall include boulevard lighting and signage easement lighting and will be made a part of the general lighting district that has been created in conjunction with Jackson Township, First Energy and the Public Utilities Commission of Ohio. Upon designation by MIRAMAR of any part of the Development owned by it as Common Area, MIRAMAR shall cause a plat showing those areas so designated, a declaration stating that such land has been so designated or both to be recorded among the records of the Recorder of Stark County. No part of the Development shall be Common Area subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described plat or declaration filed in accordance with the foregoing procedures. Common Areas shall remain such in perpetuity, subject only to the provisions of Paragraph A hereof.
- E. Authority to Convey Common Area: Notwithstanding the rights, easements and privileges granted hereunder, the Development shall nevertheless have the power and authority to

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

- F. **Liability:** The Reserve at Emerald Estates' Homeowner's Association shall release and hold harmless Jackson Township Board of Trustees free and clear of any and all liability resulting from any portion of the signage easement entry feature being located in the public street right-of-way.
- G. **Authority to Borrow Funds:** The Development shall have the power and authority to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the same and the rights of any such mortgages shall be superior to the easements and privileges herein granted and assured.

9. LIMITS, MODIFICATIONS AND ENFORCEABILITY

- A. MIRAMAR reserves for itself its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument is signed by owners of two-thirds of the lots within the Development agreeing to such amendment, change cancellation or addition. The restrictions contained herein shall be deemed as covenants running with the land not part of the property herein described and all persons claiming-under them.
- B. If by reason of the shape, dimension or topography of any lot or for any other reason satisfactory to MIRAMAR, the enforcement of the provision of these restrictions would work a hardship, MIRAMAR may modify such provisions. MIRAMAR shall grant such modification if such modification will not do material damage to any adjacent lot or property. Requests for modifications must be submitted to MIRAMAR in writing with the sufficient plans, specifications and evidence required or requested by MIRAMAR to render a modification. Construction or improvement shall not commence until MIRAMAR grants written approval.
- C. The provisions herein shall run in favor of and shall be enforceable by any person or entity and the heirs, assigns and successors for such person or entity, who is or becomes an owner of any lot in this subdivision as well as MIRAMAR, its successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the Development of this subdivision and the protection of all present and fixture owners of any part of the subdivision. Failure of MIRAMAR to enforce any of the restrictions contained herein shall in no event be construed to be in any manner a waiver of, acquiescence in or consent to a filter or succeeding violation of these restrictions. However, the failure, refusal or neglect of MIRAMAR, its successors or assigns to enforce said restrictions or to prevent violations thereof shall in no event make MIRAMAR, its successors or assigns liable for such failure, refusal or neglect.

- D. 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 a 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 of 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 there under 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 Homeowner's Association documents that establish maintenance obligations and/or grant access to the common open space areas for all lot owners of The Reserve at Emerald Estates.
- E. Amendment. Until the earlier of January 1, 2015 or the date that Owners other than Declarant first own in the aggregate ninety-eight (98%) percent or more of the Lots, this Declaration may only be amended by the Declarant, who shall have the right to amend this Declaration at any time and from time to time. Thereafter, except as hereinafter provided, this Declaration may be amended by an instrument in writing signed by Owners owing not less than sixty-six and two-thirds (66-2/3%) percent 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 that pertains to the maintenance of or access to the common areas shall be approved by the Jackson Township Law Director.

10. ASSESSMENTS

- A. All lot owners shall be required to be members of the Development and shall be bound by all the rules and regulations that may be established by its governing body and as more fully described in the Master Homeowner's Association, Article IV, Section 3 – Initial Assessment.
- B. For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Common Areas, the subdivision entrance walls and signs and fences, constructed by the Developer, along the exterior of the Development, the Development shall fix and assess a yearly assessment against each lot owner in the Development. In making each assessment, the Development shall allocate a fair pro-rated share to each of the subdivisions within the Development. The annual assessment for each of the subdivisions of the Development shall be divided equally among and be assessed equally against each lot or proposed lot within the particular subdivision.
- C. As soon as practicable in each year, the Development shall send a written statement to each lot owner which sets forth the amount of the annual assessment and stating the terms of the total sum due and owing. The annual assessment may be billed, however, in annual, semi-annual, quarterly or monthly installments, as the Development shall in its sole discretion determine and shall be due within ten (10) days of receipt.

11. RECREATION ASSOCIATION

"Recreation Association" shall mean The Reserve at Emerald Estates Recreation Association, Inc., its successors and assigns and as more fully described in the Master Homeowner's Association Article I, Section 24 - Recreation Association and Article IV, Section 4 - The Reserve at Emerald Estates Recreation Association, Inc.

Each property owner in the Development, at its option, shall become a member of The Reserve at Emerald Estates Recreation Association, Inc. as more fully described in the Declaration of Easements, Covenants, Conditions and Restrictions for The Reserve at Emerald Estates Recreation Association, Inc., more specifically Article III, Section 2 - The Reserve at Emerald Estates Recreation Association, Inc. - Membership.

12. INTERPRETATIONS AND SEVERABILITY

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

13. PERIOD OF DURATION

These Restrictions and the charges and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period of thirty-five (35) years from the date hereof; and shall be automatically reinstated for a like period unless written objection is theretofore declared and filed by the Development or by MIRAMAR with the Recorder of Stark County, Ohio.

14. CONSTRUCTION NOTICE AND ACCEPTANCE

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

15. RIGHTS OF MORTGAGE

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

16. MUTUALITY

All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of MIRAMAR, the Development and the Grantees and their successors and assigns, these Restrictions shall create mutual equitable servitude's upon the Development in favor of other real property in the

Development; these Restrictions shall create reciprocal rights and obligations between the respective owners of all such property and privacy of contract and estate between all Grantees thereof and these Restrictions shall, as to the Owner of any such property, his heirs, personal representatives, successors and assigns operate as covenants running with the land for the benefit of all such property and the Owners thereof.

17. ASSOCIATION

A. **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.

B. Membership.

(1) **Basis:** Every lot owner, at its option, shall be a Member of the Association.

(2) **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.

(3) **Voting Rights:** The voting rights of the Association shall be divided into two classes and shall be entitled to the voting rights hereinafter (and in the Articles) set forth with respect to such classifications. The two classes of voting membership shall be, Class A and Class B and shall possess the following rights:

(a) Class A Members shall all be Lot Owners, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned.

(b) Class B Members shall be the Declarants. The Class B Members shall originally be entitled to twenty (20) votes for each Lot owned provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

i. January 1, 2015; or

ii. when, in its sole discretion, the Declarant so determines (normally when Declarant has 98% of the lots transferred)

From and after the happening of those events, whichever occurs earlier, the Class B members shall be deemed to be Class A Members and entitled to one (1) vote for each Lot to which Declarant holds title. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

C. **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.

EXHIBIT A
Legal Description for The Reserve at Emerald Estates

TRACT 1:

Situated in the Township of Jackson, County of Stark and State of Ohio:

Known as and being part of the Northeast Quarter of Section 7, Township 11, Range 9, beginning at a stone in the center of said Section 7; thence North 3°30' East 15.10 chains; thence North 3°30' East 3.57 chains; thence South 87° East 10 chains; thence South 3°30' West 3.57 chains; thence North 87° West 9.50 chains; thence South 3°30' West 15.10 chains; thence North 87° West 50 links to the place of beginning, containing 3-4/7 acres exclusive of the land herein described and loading to said premises, containing 0.76 of an acre. Total area herein conveyed contains 4.33 acres of land, more or less.

TRACT 2:

Situated in the Township of Jackson, County of Stark and State of Ohio:

Known as and being a part of the Northeast Quarter of Section 7, Township 11 (Jackson), Range 9 in Stark County, Ohio and described as follows:

Beginning at an iron monument marking the Northeast corner of said Northeast Quarter Section 7; thence S 03°52'20" W with the East line of said section and on the center line of Lutz Avenue NW a distance of 1440.54 feet to an iron stake and being the true place of beginning for the tract of land herein described; thence N 86°30'00" W and parallel with the North line of said section a distance of 907.50 feet to an iron stake; thence N 03°52'20" E and parallel with the East line of said section, a distance of 278.52 feet to an iron stake; thence N 86°30'00" W and parallel with the North line of said section a distance of 1131.16 feet to an iron stake; thence S 04°05'20" W and parallel with the West line of said Quarter Section, a distance of 490.38 feet to an iron stake; thence N 86°30'00" W and parallel with the North line of said section, a distance of 627.00 feet to an iron stake and being 33.00 feet Eastwardly from the West line of said Quarter section; thence S 04°05'20" W parallel with and 33.00 feet distant from the West line of said Quarter section, a distance of 1000.31 feet to an iron stake on the South line of said Quarter section; thence 86° 21' 10" E with the South line of said Quarter section a distance of 2671.33 feet to an iron stake marking the Southeast corner of said Northeast quarter section 7; thence N 03°52'20" E, with the section line a distance of 1218.60 feet to the true place of beginning and containing 78.6284 acres of land, more or less, but subject to all legal highways. (Survey by GG Dunlap Sons, January 5, 1968).

Legal Description for Canterbury Preserve, Ltd.

Situated in the County of Stark, Township of Jackson and State of Ohio and known as being part of the Northeast Quarter of Section 33, Township 11 (Jackson), North, Range 9, West of the Ohio River Survey, Stark County, Ohio, described as follows: Beginning at the Northeast corner of said Section 33; thence along the East line of Section 33 South 5 degrees West 455.5 feet to an iron pin; thence North 85 degrees West 509 feet to an iron pin; thence South 5 degrees West 1154.7 feet to an iron pin on the center line of Hills and Dales Road; thence along the center line of said Hills and Dales Road South 68 degrees 25' West 203.4 feet to the intersection of the center line of Hills and Dales Road and Stuhldreher Road; thence along the center line of said Stuhldreher Road North 73 degrees 17' West 532.5 feet; thence North 4 degrees 38' East 1613.3 feet to a point on the North line of said Section 33 and thence along the North line of said section South 84 degrees East 1225.1 feet, more or less, to the point of beginning containing approximately 32.47 acres, more or less.

Excepting therefrom the following part beginning at an iron pin on the North line of said Section 33 located North 84 degrees West 717.1 feet from the Northeast corner of said Section; thence South 4 degrees 38' West 455.5 feet to an iron pin; thence North 85 degrees West 208 feet to an iron pin; thence South 4 degrees 38' West 1211.12 feet to an iron pin in the center line of Stuhldreher Road; thence along the center line of said Road North 73 degrees 17' West 306.8 feet; thence North 4 degrees 38' East 1613.3 feet to a point on the North line of Section 33 and thence along said Northern line South 84 degrees East 508 feet to the point of beginning, containing an area of 13.5 acres, more or less, leaving 18.97 acres, more or less.

Situated in the Township of Jackson, County of Stark and State of Ohio and known as being part of the Southwest Quarter of Section 7, Township 11 (Jackson), Range 9 and further described as follows:

Beginning at a monument at the intersection of the center line of Strausser Street NW and High Mill Avenue NW and continuing South 86 degrees 58' 20" East 412.50 feet to a point along the center line of Strausser Street NW; thence South 3 degrees 04' 42" West a distance of 1310.65 feet to a point on the southwest corner of West Moor Allotment No. 3; thence South 86 degrees 58' 53" East a distance of 1008.00 feet to a point; thence North 74 degrees 19' 37" East a distance of 156.49 feet to a point on the southern line of said West Moor Allotment No. 3; thence South 87 degrees 00' 11" East 1153.97 feet to a point; thence South 3 degrees 10' 59" West a distance of 1391.36 feet to a point; thence South 3 degrees 11' 04" West a distance of 1842.73 feet to a point; thence North 87 degrees 00' 00" West 257.00 feet to a point; thence South 3 degrees 11' 04" West a distance of 374.08 feet to a point; thence North 87 degrees 00' 00" West to a point in the center line of High Mill Avenue NW a distance of 988.67 feet; thence along the center line of said High Mill Avenue NW to the Southwest corner of lands transferred to Zander in deed Book 844, Page 492; thence South 87 degrees 00' 00" East along the southerly side of said Zander's land 274.72 feet; thence North 3 degrees 00' 00" East 131.35 feet along the easterly line of Zander to a point; thence South 87 degrees 00' 00" East 350.00 feet to a point on the center line of High Mill Avenue NW; thence along said center line of High Mill Avenue NW North 26 degrees 42' 22" West a distance of 1178.81 feet to a point; thence North 83 degrees 51' 00" East 748.35 feet to a point; thence North 3 degrees 11' 04" East 701.68 feet to a point on the Northeast corner of land transferred to Beggs as recorded in Deed Book 1030, Page 86; thence North 87 degrees 00' 57" West a distance of 1251.27 feet to a point on the center line of High Mill Avenue; thence North 29 deg. 54' 42" West a distance of 14.87 feet; thence 549.75 feet along the arc of curve with a radius of 954.78 feet to a point on said center line of High Mill Avenue NW; thence North 3 degrees 04' 42" East 2120.01 feet to the principal place of beginning and containing 170 acres, more or less, but subject to all legal highways.

Situated in the Township of Jackson, County of Stark and State of Ohio, being part of the Northwest Quarter of Section 7 in said Township of Jackson, Range 9, in said County of Stark, beginning at the Northwest corner of said Quarter; thence East along the section line 6 chains and 25 links; thence South parallel with the West line of said Quarter, 24 chains and 16 links to the South end of an 80 acre tract; thence in a southwesterly direction along the north line of said 80 acre tract; thence North along the Quarter Section line

27 chains and 5 links to the place of beginning, containing 16 acres of land, more or less.

Situated in the Township of Jackson, County of Stark and State of Ohio, being a part of the NW Quarter of Section 7 in said Township of Jackson, Range 9, in said County of Stark, beginning at the southwest corner of the NW Quarter of Section Seven (7); thence with the south line of said Quarter east twenty-seven hundred twenty (2720) feet to a stone at the southeast corner of said Quarter; thence north with the east line of said Quarter to the southeasterly corner of a part of Quarter sold by I. S. Bachtel to D. F. Shook by deed recorded in Volume 179, Page 157 of Stark County Records; thence in a southwesterly direction along the south line of said tract sold by Bachtel to Shook and with the south line of a sixteen (16) acre tract owned by Ralph E. Bricker (Tract I herein) to the southwest corner of said sixteen acre tract and the west line of said Quarter; thence south with said west quarter line of the place of beginning and containing eighty (80) acres of land, more or less.

Excepting from the above-described Tract II, the following tract heretofore sold and conveyed by Ward Bricker, unmarried, to West Moor of Massillon, Inc., as the same is recorded in Volume 3670, Page 165 of Stark County Deed Records; known as being a part of a 96 acre parcel of land situated in the NW Quarter of Section 7, Jackson Township, Stark County, Ohio Range 9, commencing at a County Monument marking the northeast corner of said NW Quarter of Section 7; thence S 03 deg. 24' 42" W, a distance of 869.16 feet to a iron bar set at the True Place of Beginning at the tract herein excepted; thence continuing along said east line of said NW Quarter of Section 7 S 03 deg. 24' 42" W, a distance of 390.84 feet to an iron bar; thence parallel to the north line of Section N 86 deg. 45' 20" W, a distance of 1153.97 feet to an iron bar; thence along the south property line of an 85.44 acre parcel of land now or formerly owned by J & J Edward as recorded in Volume 344, Page 85 of Stark County Records of Deeds N 74 deg 33' 04" E a distance of 1219.20 feet to the place of beginning, containing 5.176 acres more or less.

Also excepting a certain parcel or tract situated in the SW Quarter Section 7, Jackson Township, heretofore conveyed by Ward J. Bricker, unmarried, to Knute Morelli and Betty Jane Morelli, recorded in Volume 2968, Page 55 of the Stark County, Ohio Records and bounded and described as follows: Beginning at a stone marking the southeast corner of NW Quarter of Section 7, the same being the southeast corner of the tract herein described and the True Place of Beginning thereof; thence N 3 deg. 15' E and with the Quarter Section line a distance of 50 feet to a steel pin in the Section line; thence N 86 deg. 15' W and parallel to the east-west Quarter Section line, a distance of 2495.56 feet to a railroad spike in the center of High Mill Avenue NW; thence S 29. deg 02' with the center line of High Mill Avenue NW, a distance of 59.47 feet to a point where said High Mill Avenue NW intersects the west line of said Quarter Section; thence S 86 deg. 15' E and with the Quarter Section line, a distance of 2562.80 feet to the True Place of Beginning, containing 2.96 acres of land, more or less.

Situated in the Township of Jackson, County of Stark, State of Ohio and known as being part of an 85.44 acre parcel of land situated in the NW Quarter of Section 7, Jackson Township, Stark County, Ohio now or formerly owned by J & J Edwards as described in Volume 3441, Page 859 of the Stark County Records, Ohio Deed Records and bounded and described as follows: Commencing for the same at a standard County Monument marking the northwest corner of said Section 7; thence along the north line of said Quarter Section, said line also being the center line of Strausser Street NW (40 feet wide) S 86 deg. 45' 20" E, a distance of 412.5 feet to a point; thence parallel to the west line of said Quarter Section and along the west line of said J & J Edwards property, S 03 deg. 18' 17" West a distance of 1910.15 feet to an iron bar set at the True Place of Beginning of the tract herein described; thence parallel to the north line of said Quarter Section S 86 deg. 45' 20" E, a distance of 1007.91 feet to an iron bar; thence along the northerly property line of a 96.00 acre parcel of land owned by J.W. Bricker as recorded in Volume 1344, Page 339 of the Stark County Records of Deeds S 74 deg. 33' 04" W, a distance of 1064.42 feet to an iron bar; thence parallel to the west line of said Quarter Section along the East line of said J & J Edward property N 03 deg 18' 17" E, a distance of 341.15 feet to the True Place of Beginning and containing 3.947 acres, more or less.

Excepting therefrom, a certain coal reservation recorded in Deed Record Volume 443, Page 424; a gas storage agreement recorded in Volume 1356, Page 424; a pipe line right of way granted to the Ohio Insulator Company recorded in Volume 1056, Page 412; a pipe line right of way granted to the Ohio Fuel Gas Company recorded in Volume 1079, Page 258; a pipe line right of way granted to the East Ohio Gas Company recorded in Volume 1079, Page 289; and an oil and gas drilling and producing lease recorded in Lease Volume 74 at Page 53 all of the Stark County Records Office.

Situated in the Township of Jackson, County of Stark and State of Ohio and known as being a part of the Northwest Quarter of Section No. 7, Township No. 11 (Jackson), Range No. 9, Stark County, Ohio, bounded and described as follows: Beginning at the stone marking the Southeast corner of said Northwest Quarter Section, same being also the Southeast corner of the tract herein described and the true place of beginning thereof; thence North 3 degrees 15 minutes East and with the Quarter Section line, a distance of 50 feet to a steel pin set on line; thence North 86 degrees 15 minutes West and parallel to the east-west Quarter Section line, a distance of 2594.56 feet to a railroad spike in the center line of High Mill Avenue NW; thence South 29 degrees 02 minutes East and with the center line of said High Mill Avenue NW a distance of 59.47 feet to the point where the above said east-west quarter section line intersects the center line of said High Mill Avenue NW; thence South 86 degrees 15 minutes East and with the quarter section line, a distance of 2562.80 feet to the true place of beginning, containing 2.96 acres of land, more or less, to easements of record and to an oil and gas lease given by W.J. Bricker to The East Ohio Gas Company and recorded in Volume 97, Page 223 of Stark County Lease Records and subject further to a supplemental gas storage agreement given by W.J. Bricker to The East Ohio Gas Company, recorded in Volume 1720, Page 311 of the Lease Records in the Stark County Records Office.

Situated in the Township of Jackson, County of Stark and State of Ohio and known as and being part of the property deeded to Morelli as recorded in Deed Volume 2907, Page 743 and Deed Volume 2967, Page 597 of the Stark County Records and located in the Southwest Quarter of Section 7, Township of Jackson (T.11 R.9), County of Stark, State of Ohio and further bounded and described as follows:

Beginning at a 1" iron bar found at the southeast corner of said Southwest Quarter; thence N. 3 deg. 11' 04" E and with the east line of said Southwest Quarter a distance of 804.08 feet to a 5/8" iron bar set at the Northeast corner of the property now or formerly owned by C. and C. Masso said point also being the True Place of Beginning for the tract of land herein to be described: thence N. 87 deg. 00' 00" W and with the north line of said Masso property a distance of 257.00 feet to a 5/8" iron bar set at the Northwest corner of said Masso property; thence N. 87 deg. 08' 55" W a distance of 850.80 feet to a 5/8" iron bar set at the Northeast corner of the property now or formerly owned by P. Zander, said corner witnessed by a 3/4" iron bar found S. 3 deg. 00' 00" W a distance of 131.35 feet and being the Southeast corner of said Zander property; thence N. 87 deg. 00' 00" W and the north line of said Zander property a distance of 350.00 feet to a P.K. nail set on said center line of High Mill Avenue NW said line passing over a 5/8" iron bar set at 315.42 feet; thence N. 26 deg. 42' 22" W and said center line of High Mill Avenue NW a distance of 1178.81 feet to a P.K. nail set; thence N. 83 deg. 51' 00" E a distance of 748.35 feet to a 5/8" iron bar set at 32.04 feet; thence N. 3 deg. 11' 04" E and with the east line and its extension south of the property now or formerly owned by R. Beggs a distance of 701.68 feet to a 5/8" iron bar set at the Northeast corner of said Beggs property said line passing over a 5/8" iron bar set at 301.68 feet and being the Southeast corner of said Beggs property; thence S. 87 deg. 00' 57" E and with the north line of said Southwest Quarter a distance of 1306.80 feet to an "+" in a stone found at the Northeast corner of said Southwest Quarter; thence S 3 deg. 11' 04" W and with the east line of said Southwest Quarter a distance of 1842.73 feet to said true place of beginning and containing 66.770 acres of land, more or less, of which 0.814 acre is in the present right of way of said High Mill Avenue NW, as surveyed by Robert P. Hoover, Ohio Registration No. 6155 on February 16, 1999. The basis of bearings N. 87 deg. 00' 00" W for the south line of said Southwest Quarter is taken from a N and B Morelli deed as recorded in Deed Volume 3620, Page 531 of Stark County Records.