

7
②

ABERDEEN GLEN NO. 2
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 Instrument #200302040010603, 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) Lots 30-41; no single story residence shall be erected on any lot which has less than 1,400 square feet (ground level area, less garage). No multi-story residence shall be erected which shall contain less than 1,750 square feet (less garage). Lots 42-53; no single story residence shall be erected on any lot which has less than 1,350 square feet (ground level area, less garage). No multi-story residence shall be erected to contain less than 1,600 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 25 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 to be built nor permitted, in rear or side of said lot. Only fences constructed of cedar, redwood, vinyl or aluminum decorative 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 Glen No. 2 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 reserves the right to require lot owners, at their cost, to install sidewalks 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 GLEN.

CONDITIONS AND RESTRICTIVE COVENANTS TO THE ABERDEEN GLEN SUBDIVISION NUMBER 2 ("SUBDIVISION") LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 (JACKSON), STARK COUNTY, OHIO.

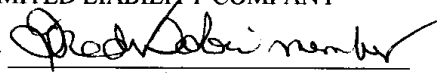
PINE RIDGE GROUP, LTD., AN OHIO LIMITED LIABILITY COMPANY, OWNER AND DECLARANT.

Witnesses:

DECLARANT:

PINE RIDGE GROUP, LTD. AN OHIO LIMITED LIABILITY COMPANY

By


Fred W. Tobin, Managing Member

By


Charles R. Rea, Member

STATE OF OHIO
COUNTY OF STARK

SS:

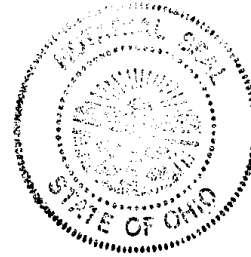

Instr: 200304180035533 04/18/2003
P: 7 of 7 F: \$34.00
Rick Campbell 11:13AM MISC
Stark County Recorder T20030021412

Before me, a Notary Public in and for said county and state, personally appeared Pine Ridge Group, Ltd., an Ohio Limited Liability Company, Declarant, by FRED W. TOBIN, Managing Member and CHARLES R. REA, Member, who acknowledged that they did sign the foregoing instrument and that the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of April, 2003.



Notary Public
My Commission Expires: _____

LARRY A. ZINK, ATTY. AT LAW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
UNDER SECTION 147.03 R.C.



This instrument prepared by:

Larry A. Zink
Zink, Zink & Zink Co., L.P.A.
3711 Whipple Ave. N.W.
Canton, Ohio 44718-2933
Phone: 330-492-2225
Fax: 330-492-3956