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**DECLARATION OF COVENANTS AND RESTRICTIONS  
LEXINGTON FARMS COMMUNITY ASSOCIATION**

THIS DECLARATION (the "Declaration") is made this day of November, 2015 by and between WAGLER ENTERPRISES, LLC., (the "Declarant"), an Ohio for profit corporation, and LEXINGTON FARMS COMMUNITY ASSOCIATION (the "Association"), an Ohio not for profit Corporation, both currently of 3700 Tabs Drive, Uniontown, Ohio 44685.

WITNESSETH: That

WHEREAS, Declarant will acquire the fee simple title to the real property described in Exhibit A (the "Property") and desires to create thereon a residential community, to be known as Lexington Farms No. 5, with Storm Water Easement Areas (hereafter defined); and

WHEREAS, the County of Stark ("County") requires Declarant to subject the Property to the covenants and restrictions hereinafter set forth; and

WHEREAS, it was necessary for the efficient preservation of the Storm Water Easement Areas to create an agency to which to delegate and assign the powers of administering and enforcing the covenants and restrictions hereinafter created and making, collecting and disbursing the assessments hereinafter authorized; and

WHEREAS, the Association has been created for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in this Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the covenants and restrictions contained in this Declaration;

NOW, THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

WHEREAS, the Association, for itself and for each of its members, joins in this Declaration for the purpose of imposing certain restrictions, rights, reservations, easements, limitations, agreements, covenants, and conditions on each of the Lots (as hereafter defined) and on the Property (as hereafter defined);

WHEREAS, Declarant is the owner of the Lots described in Exhibit A;

NOW, THEREFORE, Declarant declares that each and all of the Lots and the Property described in all of Exhibit A attached hereto, and any part thereof, shall be held, transferred, sold, conveyed and occupied subject to the rights, reservations, limitations, agreements, conditions, covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant and upon the owners of each Lot and the owner(s) of the Property or any part thereof together with their respective successors, heirs, executors, administrators and assigns.

## ARTICLE I

### DEFINITIONS

Section 1. The following words, not heretofore defined, when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Township" means Plain Township, in Stark County, Ohio. A municipality organized and existing under the laws of the State of Ohio.

(b) "Common Areas" means those areas of land within each Subdivision or the Property that are intended or devoted to the common use of the members of the Association including but not limited to, open spaces and open blocks identified on the plat of the Property and buildings and other facilities, if any, constructed or installed on the open spaces.

(c) "Lot" shall mean and refer to any subplot shown on the plat of a Subdivision or on a plat hereafter filed for the Property or any part thereof but does not mean or refer to Common Areas.

(d) "Living Unit" shall mean and refer to any single family dwelling located on a Lot.

(e) "Member" shall mean and refer to all who are members of the Association as provided in Article II, Section 1 of this Declaration.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or undivided fee interest in any Lot, Living Unit, or

Proposed Living Unit but does not mean and shall not be construed to mean any mortgagee of the property (or any part thereof), of a Lot, or of a Living Unit unless and until such mortgagee has acquired record fee simple title thereto.

(g) "Proposed Living Unit" shall mean and refer to a living unit proposed to be constructed on a Lot but not yet constructed or unit under construction on a Lot as shown on preliminary plans submitted by Declarant, and/or other builders and approved by Plain Township and Stark County Regional Planning Commission.

(h) "Architectural Review Board" shall mean and refer to a board established and empowered by this Declaration for the preservation of property value and maintenance of the residential character of the Subdivisions. Its functions and powers are set forth in Article IV.

(i) "Subdivisions" means Lexington Farms No. 2, Lexington Farms No. 3, Lexington Farms, No. 4 (as platted on April 17, 2006 as instrument number 200604170022529), and any similar subdivision hereafter platted on the Property or any part thereof and "Subdivision" means any one of the foregoing.

(j) "Property" means the land or any part thereof described in Exhibit A attached hereto.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every Owner of a Lot, Living Unit, Proposed Living Unit, or who is a tenant of a Living Unit, shall be a member of the Association, provided, however, that tenants shall not have voting rights, and further provided that any person or entity who holds an interest in a Lot, Living Unit, and/or Proposed Living Unit merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The voting membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications.

Class A. Class A members shall be all those Owners as defined in Article I, Subsection (1)(f), with the exception of Declarant. Class A members shall be entitled to one vote for each Living Unit or Proposed Living Unit in which they hold the fee simple

interest or interests. When more than one (1) person holds such interest or interests in any Living Unit or Proposed Living Unit, all such persons shall be members, and the vote for such Living Unit or Proposed Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Proposed Living Unit.

Class B. The Class B member shall be Declarant who shall be entitled to three votes for each Lot, Living Unit or Proposed Living Unit, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot, Living Unit or Proposed Living Unit.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations ("Regulations") of the Association may contain any provisions not in conflict with this Declaration or any supplemental declaration.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1 - Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article III, every Class A and Class B Member, or instead of said Member, his tenant or lessee who is in residence in a Living Unit shall have for himself, his immediate household and guests, as permitted by the rules and Regulations, a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to each and every Lot.

Section 2 - Title to Common Properties; Duty to Maintain. Declarant may retain the legal title to the Common Areas or any portion thereof until such time as Declarant has completed improvements thereon and/or until such time as, in the opinion of Declarant, the Association is able to maintain the same, at which time the title shall be conveyed to the Association free and clear of all liens.

Declarant shall have the duty to maintain the Common Areas and facilities located thereon until they are transferred to the Association as provided in the preceding



paragraph. Thereafter, it shall be the duty of the Association to maintain the same. For purposes of this Section 2, maintenance shall include, but not be limited to, painting, repairing, replacing and maintaining all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walkways, signs, walls, pond fountains, detention basins, and all other improvements located within the Common Areas.

Section 3 - Extent of Members' Easements. The rights and easements of enjoyment created by this Article III shall be subject to the following:

(a) The right of Declarant and the Association, in accordance with its Articles of Incorporation and Regulations, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have the right, after taking possession of such Common Areas, to charge admission and other fees as a condition to continued enjoyment of the Common Areas by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(c) The right of the Association in accordance with its Regulations, to adopt and enforce uniform rules and regulations governing the use of the Common Areas, including the right to levy fines for violations of the rules and regulations, and to suspend the enjoyment rights of any Member or tenant or lessee and his household and guests for non-payment of an assessment during any period which such assessment remains in default, or for any violation of such rules and regulations; and

(d) The right of the Association to pursue collection of interest and reasonable legal fees incurred in connection with collection of delinquent assessments and fines levied for violation of the rules and Regulations; and

(e) The right of the Association to pursue correction of violations of the rules and Regulations in a court of law, including recovery of reasonable legal fees so incurred; and

(f) The right of the Association to charge reasonable admission fees and other fees for the use of the Common Areas; and

(g) The right of Declarant or the Association, as the case may be, to limit the number of guests of Members in or upon the Common Areas or any buildings or facilities located thereon; and

(h) The right of the Association to dedicate or transfer all or any part of the Common Areas to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at such meeting or by proxy; and

Section 4 - Extension of Privileges. A Member's right of enjoyment in the Common Areas shall extend automatically to all members of his immediate family and to all his tenants and all members of their immediate families. No guests shall be entitled to such right of enjoyment except as provided in rules and Regulations by the Association.

Subject to the rights set forth in Section 3 of this Article III, Declarant, each Owner, tenant, and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and detention basins in, over and upon the Common Areas for the purposes of the drainage of surface waters from the Subdivision, said rights-of-way and easements being hereby established for said purposes.

It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Areas.

Declarant and the Association (after transfer of title to the Common Areas) shall have the right to grant additional easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to Plain Township, Stark County. No Owner shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by Plain Township and which Plain Township has formally undertaken to maintain.

## ARTICLE IV

### COVENANT FOR ASSESSMENT

SECTION 1 - Creation of Lien and Personal Obligation of Assessment. Except as provided in Section 3 of this Article IV, each Owner, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association, in addition to assessments for the purpose of maintaining the Storm Water Easement Areas: (1) annual assessments or charges; and, (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with the costs of collection thereof including, but not limited to, reasonable attorneys' fees as hereinafter provided shall be a charge on each Owner's Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as herein provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The assessments for the purpose of maintaining the Storm Water Easement Areas and the assessments described here are enforceable as provided by law and/or herein.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, the aesthetics of the community and, in particular, for the improvement and maintenance, repair and replacement of properties, services, structures and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 - Initial Assessment. The Initial assessment or capitalization fee is a one time fee assessed to each new Member. The capitalization fee is Two Hundred Dollars (\$200) and will be charged at closing.

Section 4 - Basis and Maximum of Annual Assessments. The date of commencement of annual assessments shall be the date on which the Common Areas or any portion thereof are conveyed by Declarant to the Association. The assessment period



shall be based on the calendar year. For the first calendar year or part thereof, the annual assessment for each Living Unit and for each Proposed Living Unit shall be Two Hundred Fifty Dollars (\$250.00). Each Owner will pay their prorated portion of the annual assessment as of the date of transfer of record title to Owner. For each succeeding year, the Board of Trustees of the Association shall establish a budget and shall set the annual assessment for each Living Unit or Proposed Living Unit. No assessments shall be levied against Living Units owned by Declarant, Proposed Living Units owned by Declarant, or land owned by Declarant.

Section 5 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees of the Association.

The assessments set out in Sections 4 and 5 above are enforceable as provided herein.

Section 6 - Date of Commencement of Assessments. Except for the provisions of Section 3 of this Article IV, the annual assessments provided for therein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the calendar year or any part thereof and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The due date of any special assessment under Section 5 of this Article shall be fixed in the resolution authorizing such assessments.

Section 7 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Living Unit or Proposed Living Unit for each assessment period at least thirty (30)



days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to each Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 8 - Effect of Non-Payment of Assessments; Personal Obligation of the Owner; The Lien, Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an installment of an annual or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at ten percent per annum or at the interest rate authorized for judgments, which ever is higher. The Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the Lot and/or Living Unit. In the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 9 - Subordination of the Lien to Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, if

any, placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10 - Exempt Property. The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by Plain Township, Stark County and devoted to public use; (b) all properties of Plain Township, Stark County which are exempted from taxation by the laws of the State of Ohio; (c) all Common Areas; and (d) Lots, Living Units, Proposed Living Units or land owned by Declarant.

## ARTICLE V

### Architectural Control

All dwelling and building plans and specifications shall be submitted to Declarant for review and written approval prior to submission to Plain Township for zoning permits. Declarant at its choosing may retain responsibility for architectural review of all dwelling and building plans until completion of construction of all Living Units within the Subdivision. In addition, no building, fence, wall, deck or other structure shall be erected, placed, or altered within the Subdivision until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same and the topography, landscaping, lighting, and signage relating thereto shall have been submitted to and approved by Declarant in writing to assure harmony of external design and location in relation to surrounding structures. Written approval by Declarant must be obtained prior to submittal of plans to the Township. Payment for the cost of architectural review fees, if any, shall be the responsibility of the applicant. Responsibility for architectural control as described above, with the exception of dwellings if Declarant so chooses to retain responsibility, will transfer from Declarant to the Board of Trustees of the Association at such time as, in the opinion of Declarant, the Association is able to perform this architectural review, whereupon the Board of Trustees of the Association is to establish an Architectural Review

Committee comprising three (3) members. The Board of Trustees of the Association shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and neither Declarant, the Association, the Board of Trustees of the Association nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Review Committee nor any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any dwelling or other structure.

## ARTICLE VI

### GENERAL RESTRICTIONS

All of the following Sections shall apply to each Lot, Living Unit and Proposed Living Unit in the Subdivisions.

Section 1 - Each Lot shall be used solely and exclusively for single-family private residence purposes, and not more than one, single family, detached, private dwelling shall be allowed thereon.

Section 2 - Face brick, stone or approved alternative (i.e. quik brik) is required on the front elevation from grade to bottom of siding. Side elevations require a brick stamped concrete pattern.

Section 3 - No external or outside antenna of any kind shall be permitted. No satellite dishes larger than nineteen inches (19") used for the transmission or reception of television or radio signals shall be permitted on any lot and may not be visible on front elevation.

Section 4 - No sign or other advertising device of any nature shall be placed upon any Lot except for signs place by Declarant or by builders and developers and approved by Declarant promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs, one (1) per lot, may be permitted with the approval of





the Board of Trustees of the Association.

Section 5 - No dwelling or Lot shall be used for other than residential purposes, except that this restriction shall not apply to dwellings used as model homes on Lots by Declarant, builders and developers and as administrative offices of the Association, and buildings owned by the Association and located on Common Areas.

Section 6 - Construction of any building or structure on the properties shall be in compliance with all applicable zoning and building ordinances of Plain Township, Stark County, and with restrictions set forth in the record for plat said property, provided; however, if a variance is requested with respect to any ordinance or regulation, the applicant must first obtain the written approval of the Declarant and the Architectural Review Committee.

Section 7 - No building of any kind shall be erected or permitted to remain on the properties, nor shall any additions or alterations thereon be made, unless approved in writing by the Architectural Review Committee, or unless originally constructed by the Declarant or with its written approval. Accessory buildings must be constructed with exterior materials of the same type and color as the primary building on a given subplot. No accessory building shall be constructed closer to the front lot line than is the rear line of the primary building on a given subplot.

Section 8 - No trailer, basement, tent, shack, barn, garage, or other type of temporary building or shelter shall be used for habitation, permanently or temporarily.

Section 9 - After the building has been erected on said premises the Owner shall maintain a good general appearance of said premises lawn and landscaping, and shall in no case allow weeds to grow on any part of said lot.

Section 10 - No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance, construction, reconstruction or repair of a private residence.

Section 11 - Fences or walls of any kind may not be erected or permitted to remain on any Lot unless approved by the Architectural Review Committee or unless originally constructed by Declarant or with its written approval. No chain link or barb wire fences are permitted on the Properties.

Section 12- No dumping is permitted on any part of the Subdivision unless necessary for construction or improvements and authorized by Declarant or the Board of Trustees of the Association.

Section 13- All garbage or trash containers shall be kept within the building or within an area that is screened so that they are not visible from the street or from adjoining properties.

Section 14- Business enterprises and for profit activities of any kind or nature and activities for compensation may not be conducted in or on any Lots or Living Units except as permitted in this document. An Owner, tenant or other occupant may use a portion of his Living Unit for a home office or studio for that person's use only, provided it does not become a nuisance to neighbors provided that no more than fifteen percent of the square footage of the Living Unit is wholly or partially devoted to such permitted use. The Board of Trustees of the Association may adopt rules which further limit such use.

Section 15- No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Lots or Common Areas except in the confine of garages or parking areas approved by the Board of Trustees of the Association.

Section 16- No vehicle used for business or commerce, as determined either by its intended use or by marking or lettering, shall be parked overnight, outside of the garage attached to the Living Unit.

Section 17- Only machinery customarily required for the maintenance of residences and conventional home and hobby machinery may be placed or operated on a Lot. This permitted machinery must be stored out of sight of adjoining residences, unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

Section 18- No more than two dogs and/or two cats older than one year shall be permitted on the premises, and no other animals which are kept outside of the dwelling shall be permitted.

Section 19- No cattle, horses, swine or poultry shall be kept or harbored on any lot and all other animals shall be confined within the building setback lines shown hereon. Such setback lines shall be the same as prescribed by Plain Township, Stark County.



Section 20 - No discharge of guns, ammunition or explosives will be permitted. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees of the Association.

Section 21 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the Common Areas.

Section 22 - Boating, swimming, fishing, wading or any use requiring entry into the detention basins is prohibited. Dumping of refuse or any other form of pollution into the retention basins or surrounding areas is also prohibited.

Section 23 - No above ground swimming pools are permitted in the Subdivision. Wading pools no more than two (2) feet in height, installed temporarily during the summer months, are permitted in rear yards.

Section 24 - Each Owner must have landscaping installed and all yards seeded and lawns established within nine (6) months from the date an occupancy permit is issued to the Owner.

Section 25 - Lawns and landscaping beds shall be kept properly trimmed and maintained at all times. No weeds or underbrush shall be permitted to grow or remain on any lot.

Section 26 - Mailboxes, newspaper boxes, and associated support posts shall be of the size, type and location specified by the Declarant.

Section 27 - The Common Areas may not be altered in any way without the written approval of Declarant or Board of Trustees of the Association.

Section 28 - No outdoor clothes drying shall be permitted on any portion of lot.

Section 29 - No basketball courts are allowed except for a single pole, located in a dwellings driveway.

Section 30 - Lots that have frontage on a pond shall have twenty (20) foot maintenance and repair easement. Said easement may be used for care, maintenance and upkeep of pond and shoreline thereof, including but not limited to dredging, cleaning, chemical treatment, pollution control, siltation control, erosion control and the control of weeds and other undesirable vegetation. Within such easement area, no buildings, structures, or other improvements shall be constructed, erected, placed or suffered to remain without the expressed written consent of the Declarant.





Section 31 -No water shall be drawn or pumped from the Ponds and used by any lot owner for his personal use unless permission is granted by the Declarant or the Board of Trustees of the Association.

Section 32 -Boats and docks along the Pond shoreline will not be permitted.

Section 33 -Each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other structure on his lot in a state of good repair.

Section 34 - "No person who is determined to be a sexual predator pursuant to the Ohio sex offenders Act or similar statute from another jurisdiction and required to register with a designated registering agency pursuant to the said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Living unit for any length of time.

Any violation of this restriction shall subject the Owner and/or any occupant of the Living Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Living Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction."

## ARTICLE VII

### GENERAL PROVISIONS

Section 1 - Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the Owners has been recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a Member or

Owner on the records of the Association at the time of such mailing.

**Section 3 - Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages including, but not limited to, attorneys' fees and against the land to enforce any lien created as herein provided. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4 - Binding Effect.** Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, Proposed Living Unit, or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

**Section 5 - Assignability.** 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 all of its rights, 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 6 - Amendments.** The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Stark County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant, or Declarant's successors or assigns, has completed the sale of all the Lots, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After the sale or transfer of all of the Lots by Declarant, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than 66-2/3 per cent of the membership present at meetings at which quorums were present in person or by proxy.

(c) In addition to the above, Declarant and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

Section 7 - Special Amendment. Either Declarant or the Association shall have the right and power to authorize and record a special amendment ("special Amendment") to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing and limited thereto, a power coupled with an interest is hereby reserved and granted to Declarant and to the Board of Trustees of the Association to make a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Lots and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant and to the Board of Trustees of the Association to vote in favor or make and record special Amendments.

Section 8 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties except as hereinafter provided.





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Section 10 - Additional Property. Declarant reserves the right for itself solely or jointly with others to record declarations of covenants and restrictions virtually identical to the foregoing with respect to other land or lots and by so doing to make owners thereof, as the term is defined in Article I, Sub-section 1(f) above, members of the Association.

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 Rick Campbell 9:02AM MISC  
 Stark County Recorder T20150043785

STATE OF OHIO )  
 ) SS:  
 STARK COUNTY )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named LEXINGTON FARMS COMMUNITY ASSOCIATION, by Phil Wagler, its PRESIDENT, who acknowledged that he did sign the foregoing instrument on behalf of LEXINGTON FARMS COMMUNITY ASSOCIATION and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Stark County, Ohio this 12<sup>TH</sup> day of November, 2015.



THOMAS M. COLLIER  
 Notary Public, State of Ohio  
 My Commission Expires 11/15/2015

*Th Miller*  
 \_\_\_\_\_  
 Notary Public

*Prepared by  
 WAGLER ENTERPRISES LLC*





Instr: 201511130045857  
P: 21 of 21 F: \$180.00 11/13/2015  
Rick Campbell 9:02AM MISC  
Stark County Recorder T20150043785

## EXHIBIT A

And known as being Lot No. 185, 186, 187, 188, 189, 190, 191, and OPEN SPACE " J ", Situated in the Township of Plain, County of Stark, and State of Ohio and known as being Lexington Farms No. 5 as recorded in Plat Imaging No. 201504020011911 of the Stark County Records.