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Jamie Walters MISC
Stark County Recorder

**DECLARATION OF RESERVATIONS, COVENANTS, RESTRICTIONS
AND CONDITIONS FOR ROLLING GREEN WEST NO. 3**

This Declaration of Reservations, Covenants, Restrictions and Conditions is made and entered into by RG3, LLC, an Ohio limited liability company (hereinafter "RG3") on this 14 day of January, 2022.

WHEREAS, RG3 is the developer of a certain 11.5134-acre parcel of real property located in Part of the North West Quarter of Section 8, Jackson Township, Stark County, Ohio, and known as and being Lots 26 through 46, inclusive, in Rolling Green West No. 3 as shown on the final plat for Rolling Green West No. 3, a copy of which is recorded at Instrument Number 202201130001945, Stark County Records, which RG3 is developing as phase three of a single-family residential community known as Rolling Green West (hereinafter referred to as "the Development"); and

WHEREAS, as part of the Development, RG3 intends to include certain amenities within the Development within certain areas of platted lots, the lots consisting of Phases One and Two of the Development and any additional lots that are included in future phases of the Development, which include the Development entrance amenities and sign improvements (hereinafter referred to as the "Limited Common Area"). Sidewalks shall be constructed on both sides of streets by the individual home Builder; and

WHEREAS, RG3 hereby submits the Development to the within Declaration for the purpose of defining and dedicating areas of the Development as Limited Common Area and to provide for certain rights and obligations of the Homeowners within the Development; and

WHEREAS, RG3 has formed or will form the Rolling Green Estates Homeowner's Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit, established pursuant to the laws of the State of Ohio, for the limited initial purpose of operating, maintaining, and administering certain portions of the Development, including portions of the Limited Common Areas and such improvements as may be constructed and developed thereon,

with the costs incurred by the Association in connection with said, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of the Development, including the Limited Common Areas, to be an encumbrance upon the Development, as further described herein. The Bylaws of Rolling Green Estates Homeowner's Association, Inc., were attached to the Declaration of Reservations, Covenants, Restrictions and Conditions for Rolling Green West No. 1 recorded at Instrument Number 201707120028923 and marked as "Exhibit B" (the "Bylaws").

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon Lots 26 through 46 in the Development, which shall be covenants running with the land, binding upon and inuring to the benefit of RG3, the Association and the respective Grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns as set forth herein and as set forth and permitted under the Bylaws.

As used in this Declaration, the following definitions shall apply:

"Assessments": Assessments shall mean all costs and expenses which the Association incurs or anticipates incurring to satisfy the duties/obligations of the Association; including, without limitation:

- (a) All expenditures that the Association makes to fulfill its responsibilities;
- (b) All charges which the Association incurs to collect Assessments; Including but not limited to all legal and accounting fees;
- (c) Reasonable reserves that the Association may establish for uncollectible Assessments, unanticipated expenses and contingencies; and/or,
- (d) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the intent and spirit of this Declaration.

"Association": Rolling Green Estate Homeowner's Association, an Ohio non-profit corporation.

"Board" or "Board of Directors": The Board of Directors for the Association.

"Bylaws": The Bylaws of the Association which shall govern the Association's operation and conduct of business.

"Declaration": This instrument, as RG3 may amend from time-to-time, which such Declaration subjects the Property, any and all of the Phases, any and all Lots developed from the Property and to the Conditions and Restrictions.

"Director(s)": Any person(s) serving upon the Board.

"Effective Date": The date upon which RG3 signs this Declaration.

"Improvements": Any structures, buildings, roadways, fixtures, decks, satellite dishes, fences, patios, swimming pools and/or other improvements of any kind or nature; including, without limitation, any Residence that any Owner may construct upon and/or make to any Lot. "Improvements" shall also mean any alteration(s)/modification(s) and/or any replacement(s) to any structures, buildings, roadways, fixtures, decks, etc., whether presently or hereafter existing at any time upon any Lot.

"Lots" or "Lot": Each and/or any parcel subdivided from the Property and comprising part of the Development and/or any of the Phases as numbered and delineated upon any one (1) or more Plat(s) that RG3 may record, together with any revisions/re-establishment(s) that RG3 may make to any of the same.

"Officers": The officers of the Association as provided within and elected pursuant to the Bylaws.

"Owner"/"Owners"/"Owner(s)": Any person(s) owning fee simple title to any Lot(s) developed in any Phase(s) from the Property, including RG3 with respect to any unsold Lot(s).

"Plat": Any Plat(s) of all or any part(s) of the Property that RG3 has prepared/recorded within the Stark County Official Records (or may hereafter so prepare/record); including, without limitation, the Plat of Rolling Green West No. 3.

"Relinquishment Date": The earlier of the date which RG3 relinquishes control of the Association to the Owners or the day upon which RG3 has sold and conveyed the last of the Lots which RG3 subdivides and/or may subdivide from the Development Plan such that RG3 no longer owns any Lot within this or any other phase of the Development.

"Residence": Any single family residential unit that is built upon any Lot.

"Rules and Regulations": The rules/regulations that the Board may adopt from time-to-time to govern the administration of the Association and/or the use, maintenance and upkeep of the Development.

1. **DEDICATION OF ENTRANCE AMENITY AS LIMITED COMMON AREA.**
RG3 hereby conveys to the Association, an exclusive easement in any entrance amenity constructed at the entrance to the Development by RG3 (the "Limited Common Area"), to be maintained, repaired and replaced by the Homeowners in full compliance with any and all obligations imposed thereon as provided herein and by the Association hereafter. Any such conveyance shall be free and clear of all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of the within Declaration;

easements, covenants, restrictions conditions, and other similar matters of record; real estate taxes and assessments which are a lien, but are not yet due and payable at the time of said conveyance, and zoning and other ordinances, if any. RG3 shall cause such Limited Common Area to be released from any mortgage encumbering the same or shall cause the mortgagee on such areas to subordinate its mortgage position on the Limited Common Area in favor of the Declaration for the Development.

2. **LIMITATION ON USE OF LIMITED COMMON AREA.** The Limited Common Area shall be exclusively limited in use to the Homeowners.
3. **MAINTENANCE OF LIMITED COMMON AREAS.** The Association shall maintain the Limited Common Area (specifically the entrance amenity area) in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, as the same existed upon the completion of construction of the same. The Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and the enjoyment of the Limited Common Area which the Association shall operate. All work performed by the Association shall be performed in a good and workmanlike manner. Notwithstanding the foregoing, RG3 shall be fully responsible for and shall maintain the Limited Common Area in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary at RG3's sole expense until such time as control of the Association has been fully transferred to the Homeowners as provided herein.
4. **MAINTENANCE OF YARD AREAS OF LOTS.** The Association may maintain the yard and landscaped areas of the Lots on an optional *a-la-carte* basis for those Homeowners contracting with the Association for said services pursuant to a separate contract between the Association and a particular Homeowner. All Homeowners must mow yards at least once a week during the growing season and must plow snow when it reaches a depth of two inches (2") or more on driveways and sidewalks.
5. **ASSESSMENTS FOR THE DEVELOPMENT.** Any and all assessments for the operation, administration, development, maintenance and upkeep of the Limited Common Area, including but not limited to any subdivision entrance walls, signs, walking paths, ponds, waterfalls and fences, constructed by RG3 in the Development, shall be fixed and assessed by the Association as follows.
 - a. **Annual Establishment:** The Board shall on an annual basis estimate the anticipated expenses of the Association, ("Expenses"), and shall equally apportion the same among the Lots which are will be subdivided of record from the Property in the calendar year for which the annual establishment is made. Any Owner's failure to construct a Residence upon such Owner's Lot will not absolve that Owner from liability for Assessments. Notwithstanding anything contained

in this Declaration to the contrary, RG3 shall not be responsible for any assessments for any Lots it owns.

- b. **Payment Terms:** Assessments shall be payable, in advance, annually or in such periodic installments (i.e. monthly, semi-annually, and quarterly) and with such due dates as RG3 and/or the Board shall determine.
- c. **Effective Date/Payment:** The Assessments shall become effective when the Association (or RG3) submits a written statement of amount due to each Owner at each Owner's last known mailing address. Each Owner will pay the Owner's portion of the Assessments upon the terms provided within the statement. If any Assessment or any installment of any Assessment (as applicable) is not paid within ten (10) days after the same is due, the entire unpaid balance of the Assessment shall, without demand or notice, forthwith become due and payable and bear interest thereafter at the rate of twelve percent (12%) per annum until paid in full. Each Assessment together with interest and costs shall be the joint and several personal obligations of the Owners who owned the Lot when the Assessment fell due.
- d. **Insufficient Collections/Overages:** If the Assessments charged and collected by the Association are at any time insufficient to enable the Association to satisfy actual Expenses, RG3 and/or the Board shall assess the deficiency among the Lots as provided hereinbefore. If the Association collects any excess funds for any fiscal year, the Association shall maintain the excess funds as a reserve. Alternatively, the Association may reduce the Assessments for the next fiscal year in whole or in part to reflect the reserve funds.
- e. **Association's Remedies:** If any Owner shall fail to timely and or fully satisfy such Owner's Assessment, the Association shall have the following remedies:
 - i. **Lien Rights:** The Association shall have a continuing lien upon all Lots for Assessments and accrued interest and costs associated therewith as attributable thereto. At any time any Assessment remains unpaid for ten (10) days or more after the same has become due and payable, the Association may file a Certificate of Lien ("Lien"), for the entire unpaid Assessment, together with interest and costs (including reasonable attorney's fees) with the Stark County Recorder. The Lien shall remain effective for five (5) years. The Association's right to obtain a lien shall be in addition to and not in lieu of any additional remedies available to the Association under Ohio law.
 - ii. **Denial of Voting Rights:** If any Owner fails to pay an Assessment when due, or otherwise is in breach of the Conditions and Restrictions and/or the Rules and Regulations, such Owner shall not be entitled to vote on

Association matters until the Assessment is paid in full and/or until such Owner is in full compliance with the terms and conditions hereof.

- iii. **Suspension of Benefits:** The Association may suspend the right of any Owner to use/enjoy any recreation area contained in the Development for any period(s) during which such Owner is delinquent upon the Owner's Assessment and/or during which any Owner is in violation of the Conditions and Restrictions and/or the Rules and Regulations.

6. **FORMATION OF HOMEOWNER'S ASSOCIATION.** RG3 shall form a Homeowner's Association subsequent to the recordation of the within Declaration. The Homeowner's Association members shall be fully responsible for assessments as required in Section 5 hereinabove.

- a. **Membership:** There shall be one (1) membership in the Association for each Lot within any phase of the Development. If a Lot is owned of record by two (2) or more persons, whether fiduciaries, joint tenants, tenants-in-common or otherwise in a form of joint or common ownership, then the multiple Owners shall select and designate one (1) such Owner to serve and act as the "member" and to qualify for voting privileges and will notify the Association in writing of the name of such designee, ("Designated Member"). Membership will terminate when the Owner(s) transfer ownership of the Lot of record, at which time the Membership will pass to the new Owner(s).
- b. **Voting Rights:** Each member (or Designated Member as applicable) will be entitled to cast one (1) vote for each lot that the member owns and/or for which the Designated Member (as applicable) is acting as the member. For purposes hereof, the vote of a Designated Member shall represent the will of all multiple Owners of the Lot.
- c. **Board and Officers:** The Board initially shall be those three (3) persons named as the Initial Board pursuant to the provisions of the Articles of Incorporation of the Association, with such other person(s) as RG3 may substitute from time-to-time. RG3 shall continue to control all appointments to the Board until the Relinquishment Date. Within thirty (30) days after the Relinquishment Date, the then-existing Owners shall duly nominate and elect five (5) Owners to serve on the Board. The terms of such Directors shall be three (3) years as to two (2), two (2) years as to two (2) and one (1) year as to one (1), respectively, starting with the two (2) Directors receiving the most votes having a three-year term, the two (2) Directors receiving the next most votes having a two-year term, and the Director receiving the least votes having a single-year term. Thereafter, each elected Director shall serve for a three-year term. As noted above, each Owner in such elections shall be entitled to cast one vote for each Lot owned. There shall be no cumulative voting.

7. **USE AND SIZE RESTRICTIONS FOR DEVELOPMENT.** The Lots within the Development shall be used exclusively for single-family residential purposes, and only one such residence shall be permitted on each Lot. RG3 shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one single-family residence on the enlarged tracts. RG3, in its sole discretion, reserves the right to approve each and every site plan, building plans, landscaping plans, and building material schedules for each Lot. Each Homeowner waives any claim against RG3 for RG3's failure to approve any of the foregoing.

8. **BUILDERS.**

- a. **Approved Builders:** No Construction shall be performed on any Lot except by builders who have first been approved by RG3 or the ARB in writing (each a "Builder"). The fact that a Builder may be approved by RG3 or the ARB does not imply or guarantee the quality or craftsmanship of construction. RG3 and/or the ARB do not make any representations or warranties, in any manner whatsoever, concerning an approved Builder, including, but not limited to the quality or craftsmanship of the Builder. Owner hereby waives any rights or claims Owner may have against RG3 and/or the ARB arising out of Owner's choice and/or use of a Builder. Owner shall indemnify, defend and hold RG3 and/or the ARB harmless from any claims, damages, liabilities, suits or awards asserted for such alleged injuries and/or damages arising out of Owner's use of an approved Builder, including but not limited to any attorney's fees and costs incurred.
- b. **Indemnification:** Each Builder (and Owner of the Residence constructed by a Builder, whether or not such Residence was owned by the Owner during Construction) shall indemnify and save harmless RG3, the Association, and the ARB, and all of their agents, employees and contractors, from and against any and all losses, damages, costs, fines, penalties, liabilities, costs and expenses, including, without limitation, attorney fees, arising out of the failure of his or her Builder to comply with all legal requirements and/or the requirements set forth in this Declaration. Owner shall further hold RG3, the Association and the ARB and their respective directors, officers, employees, agents, sureties and servants harmless and shall defend and indemnify RG3, the Association and the ARB and their respective directors, officers, employees, agents, sureties, and servants for any and all claims, actions, suits, awards, damages, or other liability, including, without limitation, attorney fees, professional witness fees, court costs, and other charges, arising out of or related to any claims for architectural copyright infringement made by another Owner, builder or third party concerning plans and/or specifications submitted to RG3, the Association and/or the ARB.
- c. No Owner or Builder shall apply for a zoning or building permit until and unless RG3 or the ARB shall have approved the construction contemplated by the Builder or Owner. In addition, no Builder or Owner shall commence any

proceedings before the Township Board of Zoning Appeals, Township Planning Commission, Township Architectural Board, Township Council or other required governmental authority or agency until RG3 or the ARB shall have approved the construction desired by such Owner or Builder.

9. LOT RESTRICTIONS AND ARCHITECTURAL REQUIREMENTS.

- a. Location of Buildings on Lots: All buildings shall be located on each lot in full compliance with set back restrictions imposed by the Jackson Township Zoning Ordinance applicable to this Development, except as may be approved by the Jackson Township Board of Zoning Appeals and RG3.
- b. Driveways: Concrete driveways are required. Other material will be considered and must be approved by the ARB. All driveways shall be paved within six (6) months after completion of the residence. Driveways shall not be wider than sixteen (16) feet from the front property line to the street unless approved in writing by RG3 or the ARB.
- c. Corner Lots: RG3 or the ARB shall have sole discretion as to which street a residence will front on.
- d. Variances: At its sole discretion, RG3 or the ARB reserves the sole right to approve any setback variances, whether for RG3's own construction or otherwise.
- e. Building Restrictions: Lots located in the Development shall be used exclusively for single-family residence purposes, and only one such residence shall be permitted on each lot. RG3 shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one single family residence on the enlarged tracts. No buildings shall be constructed on any lot without the prior written approval of RG3 or the ARB, which may approve any of the following:
 - i. Single-Family dwellings meeting the following requirements:
 - (1) Type: Single family dwelling may be a one-story, a two-story with a lower level master suite, or a two-story with an upper level master suite.
 - (a) A one-story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling place.
 - (b) A two-story dwelling with a lower level master suite is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement, in

which the master bedroom is located on the lower level of the structure.

- (c) A two-story dwelling with an upper level master suite is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement, in which the master bedroom is located on the upper level of the structure.

- (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.

- (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 open ceilings to the second floor, the upper open space may be computed as second floor footage.

- (b) The minimum square footage for each of the aforementioned designs, computed as above described shall be:

- (i) One Story - 2000 square feet

- (ii) Two Story Lower Level Master - 2250 square feet above ground

- (iii) Two Story Upper Level Master - 2500 square feet above ground

- ii. Accessory Buildings / Garages: No sheds, barns, or other outbuildings or accessory buildings shall be erected or placed on any lot except as specifically provided herein. Garages may be erected which are separated from the main building only on lots combined for one (1) building site that total one and one-half (1 1/2) acres or more. All Garages must be at least 440 square feet. A maximum of one unattached Pool Building may be constructed upon each lot, provided that such building matches the single-family dwelling by color and style of siding, trim and shingles and is constructed within a fenced area that also includes a swimming pool. A Pool Building may be used for the storage of pool equipment, including but not limited to filters, hoses, vacuums, skimmers, chemicals, pool chairs, pool towels, and other related items, and may also include additional amenities, including but not limited to kitchen and/or restroom facilities. Prior to the placement or construction of a Garage or Pool

Building on any lot, the plans, specifications, location and style for such structure must first be approved in writing by RG3 or the ARB.

f. Lot Restrictions:

- i. Side Yards: Each building shall have a side yard along each lot line. The dimension of each side yard shall be not less than ten (10) feet. The sum of the widths of the two opposite side yards shall be not less than twenty (20) feet. The side yard nearest the street on any corner lot shall have a width of at least thirty (30) feet. Where two 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.
- ii. Front Yards: No building may be erected on any lot nearer than forty (40) feet to the front line.
- iii. Rear Yards: No building may be erected on any lot nearer than thirty (30) feet to the rear lot line in Development.
- iv. Curb Cuts: Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines are not permitted.
- v. 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.
- vi. Retaining walls in cut situations are permitted and shall be constructed per the Architectural Guidelines.
- vii. The rear yard on wooded lots must remain as much as possible in its natural state. Decks and patios are permitted.
- viii. Patios shall not be permitted in the front yard unless approved by RG3 or the ARB.
- ix. Overhead garage doors shall not be placed on the front of a dwelling unless approved by RG3 or the ARB. Garage doors shall be of one color and shall be kept closed except when the garage is being utilized.
- x. Yard and security lights shall be of a design approved by RG3 or the ARB. Lights are designed to light walks and drives. Emergency flood lights for security are permitted provided they are located so as to not

disturb adjacent owners.

- xi. 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.
- xii. No exposed concrete block foundation, including split face concrete block or quick brick, shall be permitted. Only stone or brick veneer or stucco shall be permitted.
- xiii. One of more community mailbox systems containing a separately keyed unit for each residence will be provided and installed by RG3. RG3 in its sole discretion shall determine the size and location(s) of such mailbox system(s). the mailbox system(s) once installed, shall be maintained by the Association. No mailbox or newspaper delivery receptacle shall be erected other than the mailbox system(s) approved and installed by RG3 or the ARB.
- xiv. Roofs shall have a minimum pitch of 8/12 with asphalt dimensional shingles or other approved high quality roofing products.
- xv. Each residence is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each lot.
- xvi. No more than three main wall colors and three main materials are permitted on any building unless approved in writing by RG3 or the ARB.
- xvii. A minimum of one tree per lot, with at least 1-1/2" trunk diameter, is required on non-wooded lots, in addition to any trees that may be provided by RG3 along streets. Proposed trees and tree locations must be shown on the site plan.
- xviii. 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 roof lines of adjacent residences. An early discussion before design is encouraged to resolve any question about approval regarding this point.
- xix. All building 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.

- xx. Repainting of any existing residence with a color other than previously approved shall require approval of RG3 or the ARB.
 - xxi. All Builders are required to keep on record with RG3 a 24-hour emergency phone number.
- g. Materials, Details & Directions: 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 in the Development:
- i. 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.
 - ii. Vinyl or Aluminum Siding: Vinyl or aluminum siding is permitted, provided, however, that it shall not be used to cover more than seventy percent (70%) of the exterior of the home or the residence nor more than fifty percent (50%) of the front elevation of the residence.
 - iii. Brick: Natural sand molded brick is preferred. "Manufactured" sand mold and textured brick may also be used. Color ranges should be subtle with no dark brown, speckled or glazed brick permitted. Brick detail in chimneys, sills, entry steps and foundations are encouraged. Exposed single depth of brick or stone at building corners is not allowed.
 - iv. Stone: Natural or cultured 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.
 - v. Stucco: Natural, hand finished, or sand textured are the preferred finishes; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors. White stucco is discouraged.
 - vi. Other Materials: Use of other man made materials is permitted if they are painted to blend with other natural materials. The use of wrought iron and other decorative ornamentation must be approved by the ARB.
- h. 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 of architectural element (faux column, window bay, etc.) as approved by the ARB.

- i. Windows: Windows should be carefully selected and proportioned to enhance walls in which they are placed. Windows are required on all major walls including walls facing side yards. All windows to be wood, vinyl clad wood, or vinyl as approved by the ARB. The same window type must be used on all sides of the home. Muntins should only be used in traditional homes.
- j. Chimney: Brick or stone masonry exterior construction is required. Exposed pre-fabricated fireplace flues or bump-outs are prohibited on all elevations. All masonry fireplaces shall have a masonry foundation. A through the wall vent or "bump-out" sided chimney is permitted on the rear elevation only.
- k. Sidewalks: The owners or their assigns shall, within three (3) months of occupancy of their residences, construct on said lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six sack limestone mix) and meet the specifications of 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.
- l. Variances: At its sole discretion, RG3 reserves the sole right to approve any setback variances, whether for RG3's own construction or otherwise.
- m. 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 any 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 RG3, 7656 Lutz Ave. NW, Massillon, Oh 44646. Any Builder shall submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

10. **PROHIBITED USES AND ACTIVITIES WITHIN THE DEVELOPMENT.** The following uses and activities shall be prohibited in the Development as a whole unless specific written approval is given by RG3 or the Association:

- 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. Leasing all or a portion of any property or the sale of any property on an installment basis. However, any Homeowner may petition the Association for a limited right to rent such Homeowner's Home if due to death, illness, family emergency or other unforeseen circumstance, the inability to rent such home would impose an undue hardship upon the Owner or the Owner's immediate family, heirs or personal representative. Upon consideration of such petition, the Association, in its sole discretion, may grant a limited right to rent such Home if the Association determines that such grant will mitigate such hardship to an Owner or an Owner's heirs, immediate family members or personal representatives.
- e. The keeping, raising, and harboring of cattle, swine, fowl, livestock or 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.
- f. There shall be no lawn ornaments, yard toys or swing sets in the front yard of any Lot. Any swing set must be of wood construction and shall be subject to the approval of RG3 or the Association.
- g. No above ground swimming pools are permitted, except small portable inflated pools for children
- h. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.
- i. Temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, storage sheds, 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.
- j. Erection or maintenance of any signs, billboards or advertising devices of any

kind except (a) signs not larger than eight (8) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot) (b) Home Builders and General Contractor signs, not larger than eight (8) square feet (one per lot) shall be permitted on the premises until sold. The configuration of Home Builder and General Contracting signs shall be at the sole discretion of RG3. Nothing herein contained shall limit RG3'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 RG3. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

- k. Nuisances and noxious or offensive activities of any kind.
- l. Storage of motor homes, campers, travel trailers, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and unworking 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 calendar days on two separate occasions but shall not exceed fourteen days within any one calendar year.
- 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 RG3 or the ARB for decorative and aesthetic value. Wire mesh type fences are strictly prohibited in all instances. Any fence approved must be erected not less than twenty inches from the property line.
- n. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other 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 this Development shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to RG3 or the ARB and the written consent of same has been obtained.
- r. Vinyl siding may only cover up to seventy percent (70%) of any dwelling with

stone or brick comprising the remainder of the exterior surface. No split face concrete block is permitted nor shall it be used in place of a brick or stone band.

- s. Parking on the street is prohibited except for special occasion overflow parking.

11. SUBMITTALS AND APPROVALS FOR DEVELOPMENT CONSTRUCTION.

- a. At such time as all of the lots in the Development have been sold to individuals or entities other than RG3, or an entity controlled by RG3, or at such earlier time as RG3 may elect, the right to approve all further construction or other items contained therein, may be transferred from RG3 to an Architectural Review Board ("ARB") established by the Association, comprised of three (3) Owners nominated and elected by the majority of the Owners. The Owner receiving the most votes will have a three (3) year term. The Owner receiving the second most votes will have a two (2) year term and the Owner receiving the third most votes will have a one (1) year term. Thereafter, said Board shall be comprised of said three (3) members or their successors. Nothing herein contained shall be construed as a diminution in RG3's authority to appoint an initial ARB to make all reviews and approvals as contemplated herein until the Association's ARB assumes said duties pursuant to the terms hereof and until RG3 relinquishes authority as provided hereinabove or hereinafter.
- b. All matters herein requiring the approval of RG3, or the ARB by the terms of this instrument, shall be submitted to RG3 or the ARB in writing, accompanied by such specifications, details and other documents as are reasonably required by it to make a proper decision. In order to ensure 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, RG3 and ARB reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. RG3 and the ARB 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 RG3 or the ARB to so act within said fourteen (14) day period shall constitute approval of the submitted plans.
- c. The ARB shall exercise its best judgment to see that all improvements in the Development conform to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal consistent with the overall plan for the Development. The actions of the ARB, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties with no right of appeal.
- d. Any Builder within the Development shall strictly comply with the requirements

of RG3 or the ARB for the Development and shall obtain plan approval from RG3 or the ARB as required herein. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of a Lot or 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 RG3 or the ARB. Approval shall be required by submission to the ARB of plans and specifications, which shall describe types of construction and exterior materials to be used, in duplicate, showing the following:

- i. Existing and proposed land contours and grades: RG3 reserves the right to establish grades and slopes 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.
 - ii. All Buildings, and other improvements, access drives, and other improved areas and the locations thereof on the site;
 - iii. All landscaping, including existing and proposed tree locations and planting areas (and species thereof), and ornamentation.
 - iv. Plans for all floors, cross sections and elevations, including projections and wing walls.
 - v. Exterior lighting plans;
 - vi. Walls, fencing, and screening;
 - vii. Patios, decks, pools, and porches;
 - viii. Complete exterior color scheme & color samples.
 - ix. Samples of all major materials to be used.
 - x. Such other information, data, drawings as may be reasonably requested by the ARB.
- e. All submissions to the ARB shall be accompanied by a fee in the amount of One Thousand Dollars (\$1,000.00). Upon the timely completion of the construction in accordance with the approved plans, including the installation of all landscaping, ornamentation, and sidewalks, the ARB shall refund Eight Hundred

Dollars (\$800.00) of such fee to the applicant.

- f. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the other homes 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.
- g. Neither RG3, the ARB, 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. Every person and entity who submits plans to the ARB agrees, by submission of such plans, that he or it will not bring any action or suit against the ARB or RG3 in law or equity or to recover any damages.

12. **CONSTRUCTION WITHIN THE DEVELOPMENT.** Any and all construction on a lot in the Development shall be completed no later than twelve (12) months after construction was commenced. Landscaping shall be complete no later than ninety (90) days after completion of construction. Lots purchased within the Development, but on which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season.

13. **STREETLIGHTS IN THE DEVELOPMENT.** RG3 shall provide street lights. The cost of operation and maintenance of the lights shall be shared equally by Owners and such costs shall be assessed as provided in Section 4, Assessments, hereinabove, or as may be included as part of a Street Lighting District as established by Jackson Township, Ohio.

14. **RESERVATIONS, EASEMENTS AND LIMITED COMMON AREA.**

- a. RG3 reserves to itself and its successors and assigns, the right to petition for or grant future easement or rights of way for the construction, maintenance, extension and operation of all public or private utility facilities in or upon all 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 RG3 and public or private utility companies, entities or authorities.
- b. RG3 or the Association reserve to themselves the right to relocate utility easements in accordance with the requirement of the Stark County Engineer, Jackson Township, or as necessary for the orderly progress of the Development.

- c. RG3 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.

15. MAINTENANCE OF RETENTION BASIN(S), LOTS AND EASEMENT AREAS.

The Association and the Owners shall share the maintenance and repair of the Development as follows:

- a. The undersigned intends to convey to the Association, subsequent to the recordation of the Restrictions, areas around the entrance signs to the Subdivision, as well as any and all other Common Areas, including, but not limited to, any Retention Basin(s). Upon designation by the undersigned of any part of the Subdivision owned by it as Common Area, the undersigned shall cause a Plat, showing those areas so designated, or a declaration stating that such land has been so designated or both, to be recorded among the records of the Recorder of Stark County. The Association shall be fully responsible for the maintenance and repair of the Common Areas including, but not limited to, any Retention Basin(s). The Association or its designee shall maintain the Common Areas, including, but not limited to, the Retention Basin(s) in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural or nonstructural, ordinary as well as extraordinary. All work performed by the Association or its designee shall be performed in a good and workmanlike manner.
- b. Maintenance and repairs of the Retention Basin(s) shall be done in accordance with the approved Storm Quality Maintenance Plan on file with the Stark County Soil and Water Conservation District. In addition, the operation, capacity and geometry of the Retention Basin(s) shall be maintained in accordance with approved construction plans on file with the Stark County Subdivision Engineer, including, but not limited to, the following:
 - i. All storm sewer pipe inlets and outlets to and from the Retention Basin(s) shall be kept free of debris/blockage as necessary to function properly;
 - ii. The Association shall be responsible for the maintenance and repair of the Retention Basin(s), including, but not limited to: (i) mowing; (ii) repair/filling of rills and/or erosion; (iii) seeding; (iv) removal of debris, sediment and/or blockages; and (v) maintenance of the surface waters including, but not limited to, removal of algae and/or weed control;
 - iii. All costs associated with the maintenance and repair of the Retention Basin(s) shall be borne by the Association;

- iv. No swing sets or other play/work equipment, mulch, landscape or structures of any kind will be permitted within the defined limits of the Retention Basin(s).
- c. The Association and the undersigned shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas (including the Retention Basin(s)) within the Development. The Owner(s) of any lot(s) within the Development shall hold the undersigned and the Association harmless and shall defend and indemnify the undersigned and the Association for any and all claims, actions, suits, awards, damages or other liability, including, without limitation, attorney's fees, professional witness fees, court costs and other charges, arising out of or related to any claims, actions, awards, liabilities or damages for any injury to person or personal property arising out of the Owner(s) of any lot(s)', visits (including invitees and guests) to any Common Areas, including but not limited to the Retention Basin(s).
- d. Notwithstanding the foregoing, RG3, or its designee, with application of any funds acquired through assessment of Owners, shall maintain the Retention Basins and that portion of the lots over which RG3 shall initially have responsibility until such time as control of the Association has been transferred to the Owners as provided herein.
- e. Except as set forth herein, each Owner shall be fully responsible for the maintenance and repair of their Lot within the Development and all improvements thereon.

16. LIMITS, MODIFICATIONS AND ENFORCEABILITY.

- a. **Modification by RG3:** For so long as RG3 is the fee simple owner of any portion of the Development, RG3 reserves the absolute right to, from time-to-time, amend, change and/or modify this Declaration (as to any or all parts of the Property and/or any Phase(s) of the Development), the boundary/lot lines for and/or the actual number of Lots that RG3 then owns and/or that RG3 may subdivide from the Property, and/or any of the Conditions and Restrictions (in whole and/or in part) and/or waive any of the Conditions and Restrictions in writing either generally or relative to any particular Phases, Lot(s) and/or part(s) of the Property. To amend, change, and/or modify any of the Conditions and Restrictions and/or effect any other amendment(s)/modification(s) as aforesaid, RG3 shall file with the Stark County Recorder a Supplemental Declaration to set forth the amendment, change, and/or modification, ("Supplement"). The Supplement will not require the signature of the Association and/or any other Owners.

- b. **Modification by Owners:** At such time as RG3 has no fee simple interest in any part(s) of the Development, the Owners may amend and/or modify this Declaration (in whole or in part) and/or waive (in writing) any of the Conditions and/or Restrictions upon the affirmative vote of not less than two-thirds (2/3) of the Owners. Any such amendment, modification and/or waiver shall be effective upon the Owners' filing of a Supplemental Declaration with the Stark County Recorder in a form which reflects the amendment, modification, and/or waiver (as applicable), which such Supplemental Declaration must be signed by all of the voting Owners.
- c. **Expansion:** RG3 is the fee simple owner of the real property described within Exhibit "A", which is attached hereto and is made part hereof, ("Expansion Parcel"). RG3 reserves the absolute elective right to from time-to-time include the Expansion Parcel (and/or any part(s) thereof) within the Development and as part of the Property and/or any Phase(s) of the Development subject to and for all purposes of this Declaration upon RG3's preparation and recordation of one (1) or more Supplemental Declaration(s) which will expand the Development relative to all or part(s) of the Expansion Parcel as provided therein.
- d. **Intent to Run with the Property:** 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, which is or becomes an owner of any lot in this Development as well as RG3, 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 Development and the protection of all present and future owners of any part of the Development. Failure of RG3 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 further or succeeding violation of these Restrictions. However, the failure, refusal or neglect of RG3, its successors or assigns to enforce said Restrictions or to prevent violations thereof shall in no event make RG3, its successors or assigns liable for such failure, refusal or neglect.

17. **REMEDIES FOR BREACH OF RESTRICTIONS AND RULES.** The violation or breach of any provision contained in these Restrictions shall give the Association, in addition to any other rights or remedies in law or in equity, the rights hereinafter set forth in this paragraph:

- a. To enter upon the land or lot or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of these Restrictions, and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

- b. To enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach.
- c. To impose enforcement assessments against any Lot in an amount determined by the Board.

In addition to any other remedies provided herein, RG3, 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 now or hereafter imposed by or through the Association's rules and regulations. Further, the Association and each Owner shall have rights of action against each other for failure to comply with the provisions of these Restrictions, any applicable rules and regulations, and applicable law, and the Association shall have the right to assess reasonable charges against an Owner who fails to comply with the same, including charges for the costs of enforcement, including but not limited to reasonable attorneys' fees.

- 18. **INTERPRETATION AND SEVERABILITY.** In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in this Declaration, the interpretation by RG3 or the Association shall be final and conclusive upon all interested parties. Further, determination by any appropriate authority or court that any paragraph or provision of this Declaration is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.
- 19. **PERIOD OF DURATION.** The within Declaration 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 fifty (50) years and shall be automatically reinstated for a like period unless written objection is theretofore declared upon proper authority and filed by the Association with the Recorder of Stark County, Ohio.
- 20. **RIGHTS OF MORTGAGE.** All provisions of these Restrictions, including the provisions hereof respecting liens and charges against lots, 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.
- 21. **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person who now or hereafter owns or acquires any rights, title or estate in any Lot in 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 the Declaration is contained in the instrument by which such person acquired an interest in said Lot.

22. **MUTUALITY.** All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of RG3, the Association, and the Homeowners and their successors and assigns. The Declaration shall create mutual equitable servitudes upon the Development in favor of other Lots in the Development. The Declaration shall create reciprocal rights and obligations between the respective Homeowners of all such property and privity of contract and estate between all Homeowners thereof; and the Declarations shall, as to the Homeowner of any such Lot, his or her heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Homeowners thereof.
23. **RG3 ACTING AS ASSOCIATION OR ARB.** Consistent with the provisions hereinabove, until such time as all the Lots in the Development have been sold to individuals or entities other than RG3, or an entity controlled by RG3, or at such earlier time as RG3 may elect, RG3 shall, in its discretion, exercise all rights granted herein to the Association or the ARB. RG3 shall not be required to pay any assessments or other payments as a Homeowner or Owner within the Development prior to its sale and conveyance of any Lot to a third party purchaser.

IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by RG3, LLC, an Ohio limited liability company, on the date and year set forth above.

RG3, LLC

By: _____

James Rudo

Its: _____
Managing Member

STATE OF OHIO, Stark COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared RG3, LLC, by James Rudo, its Managing Member who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said company 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 this 14 day of January, 2022.



Notary Public



JONNA D'AMICONE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
11-13-2022

This instrument prepared by:

Robert E. Soles, Jr.
Law Offices of Robert E. Soles, Jr., Co., LPA
6545 Market Ave. N.
North Canton, OH 44721
(330) 244-8000

"EXHIBIT A"
LEGAL DESCRIPTION

Known as and being part of an 81.07 acre tract of land currently owned by Jack R. Blakney as recorded in Stark County Recorder's Instrument Number 2003/02260017820. Subject tract is located in the Northwest Quarter of Section 8, Township 11 North (Jackson Township), Range 9 West, Stark County, Ohio and being more particularly bounded and described as follows.

Beginning for the same at a point, marked by a Stark County Section Corner Monument found (JAC037), at the northwest corner of said Northwest Quarter of Section 8. Said point has Stark County Geodetic Reference System Coordinates of 448,978.3734 feet North and 2,240,002.9470 feet East and is the True Place of Beginning for the tract of land herein to be described

1. Thence S87°57'36"E, along a portion of the north line of said Northwest Quarter of Section 8, the same being a portion of the centerline of Strausser Street NW (C-231) a public roadway of variable widths as represented on the Strausser St/Lutz Ave Intersection Improvement plans on record at the Stark County Engineer's Office, a distance of 1306.44 feet, to a point marked by a Mag nail set, at the northwest corner of Rolling Green Allotment #1 as recorded in Stark County Recorder's Instrument Number 2004/04070023453;
2. Thence S02°02'30"W, along a portion of the west line of said Rolling Green Allotment #1, a distance of 30.00 feet, to a point marked by a 5/8" inch iron bar with Cooper & Assoc. Cap set;

3. Thence S87°57'36"E, along a portion of the south right-of-way line of Strausser Street, as dedicated with the Record Plat of said Rolling Green Allotment #1, a distance of 7.50 feet, to a point marked by a 5/8" inch iron bar with Cooper & Assoc. Cap set at a point of curvature;
4. Thence on an arc of a curve to the right, in a south-easterly direction, with said curve having a central angle of 90°14'00", a radius of 25.00 feet, a tangent distance of 25.10 feet and an arc length of 39.37 feet, a distance of 39.37 feet, to a point marked by a 5/8" inch iron bar with Cooper & Assoc. Cap set at a point of tangency on the west line of Rolling Green Avenue NW, a 50 foot wide public roadway as dedicated in said Rolling Green Allotment #1, (last stated curved course has a chord bearing and distance of S42°50'36"E - 35.43 feet);
5. Thence S02°16'23"W, along a portion of the west line of said Rolling Green Avenue NW and a portion of the west line of Lot 28 in Rolling Green Allotment #2 as recorded in Stark County Recorder's Instrument Number 2007/08030042629, a distance of 184.75 feet to a point, witnessed by a 1 inch iron bar found (0.12' W);
6. Thence S34°36'02"W, continuing along a portion of the west line of said Lot 28, the west line of Lot 27 in said Rolling Green Allotment #2, the west line of Lot 20 in said Rolling Green Allotment #1 and a portion of the west line of Lot 30 in Rolling Green Allotment #3 as recorded in Stark County Recorder's Instrument Number 2007/10020053440, a distance of 570.52 feet, to a point marked by a 1" iron rebar found;
7. Thence S11°50'58"E, continuing along a portion of the west line of Lot 30 in said Rolling Green Allotment #3, a distance of 140.94 feet, to a point marked by a 1" iron rebar found;
8. Thence along the common new division line between the subject 36.7763 acre tract of land and a proposed 44.3071 acre tract of land, the following three (3) courses,
 - a. S46°28'07"W, a distance of 267.24 feet, to a point marked a 5/8" iron bar with Cooper & Assoc. Cap set;
 - b. Thence S02°16'23"W, a distance of 446.12 feet, to a point marked by a 5/8" inch iron bar with Cooper & Assoc. Cap set;

Con't

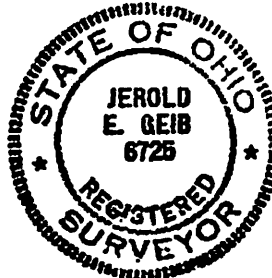
- c. Thence N86°12'49"W, passing over a 5/8" iron bar with Cooper & Assoc. Cap set at 851.99 feet, a total distance of 882.00 feet, to a point marked by a Mag nail set on the west line of said Northwest Quarter of Section 8;
9. Thence N02°15'19"E, along a portion of the west line of said Northwest Quarter of Section 8, the same being a portion of the centerline of Lutz Avenue NW (T-233) a 60 foot wide public roadway as recorded in Road Record 'C', Page 297 of the Stark County Engineer's Road Records, a distance of 1467.61 feet, to a point marked by the Stark County Section Corner Monument found (JAC037), terminating at the true place of beginning for Tract 'B' which contains a total area of 36.7763 acres of land more or less, of which 2.0418 acres is located within the roadway rights-of-way of Lutz Avenue NW and Strausser Street NW.

Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

NOTE: Reference direction for bearing system used was established from the Stark County Geodetic Reference System. All bearings shown are referenced to Grid North. All dimensions shown are ground distances. To obtain a grid distance multiply the ground distance by the project combined factor of 0.99989143.

As surveyed this 16TH day of June, 2016.


 Jerold E. Geib - Registered Surveyor No. 6725



Page 3 of 3

END OF LEGAL



1359 Market
Avenue North
Canton, Ohio 44714

Cooper & Associates / ENGINEERS & SURVEYORS

Phone 330-452-5731

www.cooperllp.com

A  **PARTNERS Company**

June 16, 2016

**DESCRIPTION OF 44.3071 ACRES
For: RG3, LLC**

Known as and being part of an 81.07 acre tract of land currently owned by Jack R. Blakney as recorded in Stark County Recorder's Instrument Number 2003/02260017820. Subject tract is located in the Northwest Quarter of Section 8, Township 11 North (Jackson Township), Range 9 West, Stark County, Ohio and being more particularly bounded and described as follows.

Beginning for the same at a point, marked by a Stark County Section Corner Monument found (JAC042), at the southwest corner of said Northwest Quarter of Section 8. Said point has Stark County Geodetic Reference System Coordinates of 446,322.3740 feet North and 2,239,898.3470 feet East and is the **True Place of Beginning** for the tract of land herein to be described

1. Thence N02°15'19"E, along a portion of the west line of said Northwest Quarter of Section 8, the same being a portion of the centerline of Lutz Avenue NW (T-233) a 60 foot wide public roadway as recorded in Road Record 'C', Page 297 of the Stark County Engineer's Road Records, a distance of 1190.73 feet, to a point marked by a Mag nail set;
2. Thence along the common new division line between the subject 44.3071 acre tract of land and a proposed 36.7763 acre tract of land, the following three (3) courses,
 - a. S86°12'49"E, passing over a 5/8" iron bar with Cooper & Assoc. Cap set at 30.01 feet, a total distance of 882.00 feet, to a point marked by a 5/8" inch iron bar with Cooper & Assoc. Cap set;
 - b. Thence N02°16'23"E, a distance of 446.12 feet, to a point marked by a 5/8" inch iron bar with Cooper & Assoc. Cap set;

- c. Thence N46°28'07"E, a distance of 267.24 feet, to a point marked by a 1" iron bar found, at the southwest corner of Lot 29 in Rolling Green Allotment #3 as recorded in Stark County Recorder's Instrument Number 2007/10020053440;
- 3. Thence S61°29'34"E, along the south line of said Lot 29, a distance of 124.77 feet to a point, witnessed by a 5/8" iron bar with GBC cap found (0.10' SE & 0.17' SW), at the southwest corner of Lot 17 in Rolling Green Allotment #1 as recorded in Stark County Recorder's Instrument Number 2004/04070023453;
- 4. Thence S59°40'42"E, along a portion of the south line of said Lot 17, a distance of 89.05 feet to a point, witnessed by a 5/8" iron bar with GBC cap found (0.09' E);
- 5. Thence S87°43'36"E, along a portion of the south line of said Lot 17 and a portion of the south line of Lot 16 in said Rolling Green Allotment #1, a distance of 83.19 feet, to a point marked by a 5/8" iron bar with Cooper & Assoc. cap set;
- 6. Thence along a portion of the west line of said Rolling Green Allotment #1 (Lots 16 thru 14, the west end of Irons Street NW and Lot 13) and the west line and south line of Rolling Green Allotment #4 (Lots 47 thru 39, Block 'A', the south end of Rolling Green Avenue NW and Lot 38) as recorded in Stark County Recorder's Instrument Number 2009/11190047347, the following four (4) courses,
 - a. S02°16'23"W, a distance of 1378.87 feet to a point, witnessed by a 1" inch iron rebar found (0.18' E), at the southwest corner of said Lot 39;
 - b. Thence S87°46'41"E, a distance of 148.92 feet to a point, witnessed by a 1" inch iron rebar found (0.32' E & 0.05' S), at the northwest corner of said Block 'A';
 - c. Thence on an arc of a curve to the left, in a southerly direction, with said curve having a central angle of 108°54'03", a radius of 50.00 feet, a tangent distance of 69.97 feet and an arc length of 95.03 feet, a distance of 95.03 feet to a point, witnessed by a 1" iron bar found (0.29' E & 0.15' N), at the southwest corner of the presently dedicated Rolling Green Avenue NW, (last stated curved course has a chord bearing and distance of S03°19'39"E – 81.36 feet);
 - d. Thence S87°46'41"E, a distance of 205.00 feet to a point, witnessed by a 1" iron bar found (0.11' N & 0.21' E), at the southeast corner of said Lot 38;

7. Thence S02°13'19"W, along a portion of the west line of a 56.25 acre tract of land, currently owned by Jackson Local School District Board of Education and recorded in Stark County Recorders Instrument Number 2000/09010052486, a distance of 241.73 feet to a point, witnessed by a 5/8" iron bar found (0.25' E & 0.19' S), on the south line of previously stated Northwest Quarter of Section 8;
8. Thence N87°57'30"W, along a portion of said south line of the Northwest Quarter of Section 8, the same being a portion of the north line of an 80.84 acre tract of land currently owned by Berkshire Farms LLC as recorded in Stark County Recorders Instrument Number 2015/12030048499, and a 42.46 acre tract of land currently owned by Berkshire Farms LLC and recorded in Stark County Recorders Instrument Number 2016/06080021864, passing over a 5/8" iron bar with Cooper & Assoc. cap set at 1673.41 feet, a total distance of 1703.41 feet, to a point marked by the Stark County Section Corner Monument found (JAC042), terminating at the true place of beginning for Tract 'A' which contains a total area of 44.3071 acres of land more or less, of which 0.8197 acre is located within the roadway right-of-way of Lutz Avenue NW.

Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

NOTE: Reference direction for bearing system used was established from the Stark County Geodetic Reference System. All bearings shown are referenced to Grid North. All dimensions shown are ground distances. To obtain a grid distance multiply the ground distance by the project combined factor of 0.99989143.

As surveyed this 16TH day of June, 2016.


Jerold E. Geib - Registered Surveyor No. 6725

APPROVED BY THE
STARK COUNTY REGIONAL PLANNING COMMISSION
NO PLAT REQUIRED

In Compliance with ORC 711.001(B)(1)
BY: EMP DATE: 8/9/16
1515.01-104 Tract A Legal Description

"Dead checked for tract
description only"
for STARK COUNTY ENGINEER

JUL 07 2016

by STARK COUNTY AUDITOR
KJB Deputy

