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CONDITIONS AND RESTRICTIVE COVENANTS
MILLPORT LANDING, NUMBERS 1 AND 2

SCHALMO PROPERTIES, Inc., an Ohio Corporation, as owner and declarant of the 31.987 acre tract, as identified on Exhibit "A" and Exhibit "B" collectively, attached hereto and made a part hereof, hereinafter the "Corporation" the same being the fee simple owner of land described on "Exhibit A" and Exhibit "B", hereinafter the "Property".

Corporation intends to subdivide and develop the Property in accordance with all applicable state and local subdivision laws, regulations and requirements.

Corporation intends to form one or more associations of homeowners respecting the subdivision/s which Corporation has, or will develop from or at the Property, (hereinafter the "Association").

NOW, THEREFORE, Corporation hereby establishes and declares the following limitations, restrictions, covenants, conditions, issues and reservations, (collectively the "Conditions"), respecting the Property, hereby intending that all of the Conditions shall run with the Property and will otherwise set forth a general plan of development for the mutual benefit and protection of all future owners of any real estate subdivided from the property:

By acceptance of any Deed making reference to these Conditions, and as a part of the consideration therefore, the Grantee(s) therein, their successors and/or assigns, do covenant and agree with and for the mutual benefit of the Grantee(s) and the Grantor(s) therein, and Grantor(s)' successors and/assigns, that the real property described within any such Deed shall be subject to all of the Conditions.

Corporation shall have the right in the sole and absolute discretion of the Corporation at any time hereafter to annul, waive, change or modify any of the Conditions contained herein as to the whole or any part of the Property unless and until such time as Corporation has conveyed in excess of fifty-eight (58) Lots.

Corporation reserves the right to organize one or more Associations for the subdivisions which Corporation has developed or will develop from the property to which the owners of any and all parcels from any such subdivision shall be eligible for and otherwise become a member, the purposes of any which such Association shall be to enforce any and all covenants and/or conditions which Corporation may hereafter establish therefore and to eventually protect and administer the rights of and duties reserved by Corporation pursuant to these Conditions and/or any restrictive covenants, restrictions and/or other conditions which Corporation may hereafter enact and/or create respecting the Property and/or any subdivision thereof. Corporation and/or any Association which Corporation may create shall have the right to establish rules and regulations and assess and collect dues which shall be binding upon owners of any and all real estate comprising the Property and/or any such subdivision which such rules and regulations shall be enforceable in the Stark county Common Pleas Court. The Corporation and builders are exempt from paying homeowner dues.

All of the Conditions shall inure to the benefit of and be enforceable by the Grantor(s) or the owner(s) of any real property subdivided from the Property, as well as their respective administrators, executors, heirs, successors and assigns. Any failure by any person(s) who have the right to object to any violations or to enforce any of the Conditions, however long continued, shall in no event be deemed a waiver to the right to object to or enforce such breach of the Conditions herein contained. If the Corporation seeks judicial enforcement of any one (1) or more of the conditions, the offending owner(s) and/or grantee(s) shall be liable to Corporation for reasonable attorney and expert's fees and all court costs.



All of the Conditions shall be binding upon all future owners and/or grantees as well as their successors and/or assigns. For all purposes hereof, "Corporation" shall mean Schalmo Properties, Inc., and its successors and/or Assigns.

Corporation intends for the Conditions to run with the Property and to otherwise bind the heirs, successors and assigns of any and all future owners of any real property subdivided from the property in perpetuity.

Invalidation or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

COMMON AREA

Corporation intends to convey certain common areas to the Association. The common areas will be identified by recorded allotment plat.

LANDSCAPE AND SIGNAGE EASEMENT

The Association(s) will be responsible for the upkeep and maintenance of the landscape and signage easement situated near the southwest corner of the Property. The Corporation will quit claim its interest in the easement to the Association(s).

BUILDING RESTRICTIONS

SINGLE FAMILY DWELLINGS shall meet the following requirements:

1. TYPE: Single-family dwellings may be a one story, a one and one-half story or a two story.
 - a. A one-story dwelling is a structure, the living area being the first floor, constructed with a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.
 - b. A one and one-half story dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with a basement. The upper level is constructed with the gable portion of the roof. Window penetrations are made by use of dormers.
 - c. A two-story dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with a basement.
2. Living Area: The living area of any dwelling shall be not less than 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. In the case of a one and one-half story design, the second floor area should be computed from the outside dimensions of the knee walls. In case of open ceiling 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:

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 44, 45, 46, 47, 48, 56, 57, 58, 59

One-Story 1,600 Sq. Ft.	One and one-half Story 1,650 Sq. Ft.	Two-Story 1,700 Sq. Ft.
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Lot 19, 20, 21, 22, 23, 24, 39, 40, 41, 42, 43, 49, 50, 51, 52, 53, 54, 55

One-Story 1,800 Sq. Ft.	One and one-half Story 1,850 Sq. Ft.	Two-Story 1,900 Sq. Ft.
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- 3. Garage: Each dwelling must have an attached garage, each garage must be sufficient size to accommodate at least two cars and shall contain not less than 400 sq.ft.
- 4. Brick Banding:
 - a. Interior lots, exterior foundation wall treatments shall include brick bands to grade on all front and side elevations.
 - b. Corner lots, exterior foundation wall treatments shall include brick bands to grade on all elevations.
- 5. All driveways shall be paved with concrete or asphalt within nine (9) months after construction starts but the cost of paving must be included in original construction contract.
- 6. Private house walks are required at time of house construction.
- 7. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to the Corporation and written consent given.
- 8. All lots shall be landscaped within nine (9) months after each buyer has taken possession of his/her home except homes occupied between May 1 and August 1, in which case the landscaping shall take place within three (3) months after occupancy.
- 9. Corporation reserves the right to establish grades and slopes on the premises in the subdivision and to determine 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, as the improvement thereon is completed, will correspond to the lot on either side; having due regard for natural contours and drainage of the land.
- 10. The approved storm water management plan for the Property shall not be altered, modified, or tampered with, without the written approval of Corporation and governing authorities.

11. SIDE YARD: Each building situated on non-corner lots shall have a side yard along each lot line with a set-back of ten (10) feet minimum. The side yard nearest the street on any corner lot shall have a width of at least fifty (50) feet.
12. Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner and/or street.
13. FRONT YARD: No building may be erected on any lot nearer than fifty (50) feet to the front line.
14. Corporation reserves the right for themselves, their 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 filling, grading, or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.
15. It is hereby expressly understood that a thirteen (13) foot side easement and right-of-way exists along and outside the limits of all streets within the subdivision which shall be used for installing, operating, maintaining and servicing cable and conduits for the Ohio Edison Company, the Ameritech Company and Cablevision Franchisees shall be imposed. The character of the installation and structures, which may be constructed, shall include all incidental appurtenances, such as conduits, transformers, etc.
16. Fireplace chimneys with vertical metal flues must be enclosed within a chase that must be sided to match the home. Decorative caps must be used along with chimney top detailing when not using masonry material.
17. Roof pitch: Primary roof system of dwelling unit must have a roof pitch of not less than 6" rise for every 12" of run (6"/12").
18. Unattached storage buildings, sheds, barns, etc.
 - a. Must be custom site built, pre-built or kit built prohibited. Must be supported with traditional frost footing.
 - b. Must be similar design to match dwelling using identical materials for roofing and siding.
 - c. Must have a roof pitch of not less than 5"rise for every 12" of run (5"/12").
 - d. Must not exceed fifteen (15) feet in height.
 - e. No structure may be placed anywhere but in the rear yard but no closer than ten (10) feet to any rear and/or side lot lines and/or in the case of a corner lot the structure shall not be located nearer than sixty (60) feet from any side street lot line.
 - f. At no time should any debris or materials of any kind accumulate around storage structure.
 - g. Maximum size of storage structure shall not exceed sixteen (16) feet in width and twenty (20) feet in length.
 - h. Shall not be located closer than twenty (20) feet from the dwelling.
 - i. One and only one such structure will be permitted on each lot within the Property.
 - j. Must conform to Lawrence Township Zoning Regulation



SUBMITTALS AND APPROVAL

No building, or structure or any additions thereto, alterations thereof or unattached storage building, shall be erected, altered reconstructed, placed or suffered to remain upon any lot unless and until the size, location, type, shape height, use, material or construction thereof, the site and grading plan of the lot, including the grade elevations of said building and structures, shall have been approved in writing by Corporation and a true copy of said plans, specifications and details have been lodged permanently with the Corporation. No buildings or structure or any additions thereto or alterations thereof, except such as to conform to said plans, specifications and details shall be erected, altered, reconstructed, placed or suffered to remain on said premises. Such plans shall be approved or rejected within ten (10) days after receipt of same by Corporation or this provision shall be deemed waived.

All matters herein requiring approval of the Corporation by the terms of this instrument, shall be submitted to the Corporation in writing, to make proper decision in order to insure that the homes and other buildings will have a uniform high standard. Deviation from approved plans and specifications shall be considered to be unacceptable. Reconstruction shall conform to approved plans and specifications.

PROHIBITED ACTIVITIES

The following uses and activities shall be prohibited:

1. Industrial or manufacturing uses of any kind.
2. Commercial Agricultural uses.
3. Mining or extraction of any materials, including the removal of sand and gravel, provided, however, this restriction shall not prohibit the removal of any material in connection with development of the Property for permitted use.
4. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals, or 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.
5. Temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, garages, or other out 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
6. Erection or maintenance of any signs, billboards, or advertising devices of any kind except signs offering premises for sale shall be permitted on the premises to be sold, signs shall conform with local zoning requirements:

- a. One per lot
- b. Homebuilders and general contractor signs, conforming with local zoning requirements, and only during construction (one per lot).

Nothing herein contained shall limit Corporation's rights to place an entry sign to the development. The size and design of said sign shall be within the sole discretion of Corporation.

- 7. Nuisances and noxious or offensive activities of any kind.
- 8. Outside storage of mobile homes, trailers, commercial trucks and/or trailers, machinery, equipment, boats, recreational vehicles, and non-working vehicles. Nothing herein contained shall limit use of trucks, trailers or equipment during construction.
- 9. Hanging of laundry in front yard.
- 10. No vision impairing fence hedgerow or wall shall be erected or permitted on any lot or lots from the house to the street. Not less than ten (10) percent of the vertical surface of any fence must be open to light and air. All fencing must be approved, prior to installation, by Corporation for decorative and aesthetic value. Wire mesh type fence and stockade type fence of any name or nature are strictly prohibited in all instances.
- 11. All garbage or trash containers shall be placed in screened areas so they shall not be visible from the adjoining properties.
- 12. 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.
- 13. Satellite television dishes greater then twenty-four (24) inches in diameter or radio towers and/or exterior television antennas.
- 14. Unattached storage buildings, sheds, barns, etc. that do not comply with the herein before described building restrictions.
- 15. Any habitation of unattached storage building, sheds, barns, etc. is explicitly forbidden within/or upon the Property.

IN WITNESS WHEREOF, the Corporation has executed these Conditions and Restrictions, by its duly authorized Officer, on the 29TH day of JULY, 2004.

Signed and acknowledged in the presence of :

SCHALMO PROPERTIES, INC.

Fred E. Etheridge
Print Name FRED E. ETHERIDGE

By: *Donald J. Schalmo*, Pres.
Donald J. Schalmo, President

Jane M. Suderow
Print Name Jane M. Suderow

STATE OF OHIO)
)SS:
COUNTY OF STARK)

Before me, a Notary Public, in and said County and State, personally appeared the above named SCHALMO PROPERTIES, INC., and Ohio Corporation, by Donald J. Schalmo, Its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed of the Corporation, both personally and as such officer.

In TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canal Fulton, Ohio, on the 29TH Day of JULY, 2004.

Fred E. Etheridge
Notary Public Fred E. Etheridge
My Commission Expires:
October 21, 2008



This instrument prepared by:
Schalmo Properties, Inc.
464 Etheridge Blvd.
Canal Fulton, OH 44614
PH: (330) 854-9396


Instr: 200407300054928
P: 7 of 9 F: \$84.00 07/30/2004
Rick Campbell 12:57PM MISC
Stark County Recorder T20040031541

exhibit "A"
MILLPORT LANDING
PROPERTY DESCRIPTION
31.987 ACRE TRACT

SITUATED IN THE TOWNSHIP OF LAWRENCE, COUNTY OF STARK AND STATE OF OHIO AND KNOWN AS BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1, RANGE 10 AND BEING PART OF THE TRACT OF LAND TRANSFERRED TO SCHALMO PROPERTIES, INC. AS RECORDED IN OFFICIAL RECORD IMAGE 2000070556 AND FURTHER DESCRIBED AS FOLLOWS TO WIT;

BEGINNING AT A STANDARD COUNTY MONUMENT FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 14;

THENCE SOUTH 01° 50' 48" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 740.26 FEET TO A 5/8" IRON BAR FOUND AND FURTHER KNOWN AS THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 01° 50' 48" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1005.97 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 86° 26' 03" WEST, ALONG THE LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY R. WILSON (O.R.I. 2000075419) AND T. WILSON (O.R.I. 2000075420), A DISTANCE OF 1425.28 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 35° 30' 36" WEST, ALONG THE NORTHEASTERLY LINE OF LOT 178 OF THE FULTON EAST ESTATES NO. 3 (P.B. 46, PG. 88-89) AND THE NORTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 230.00 FEET TO A 1/2" IRON BAR FOUND;

THENCE NORTH 54° 32' 51" EAST, ALONG THE SOUTHEASTERLY LINE OF LOT 149 OF SAID FULTON EAST ESTATES NO. 3, A DISTANCE OF 118.05 FEET TO A 1/2" IRON BAR FOUND;

THENCE NORTH 35° 33' 15" WEST, ALONG THE NORTHEASTERLY LINE OF LOTS 149, 148 AND 147 OF SAID FULTON EAST ESTATES NO. 3, A DISTANCE OF 233.51 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 66° 44' 10" EAST, ALONG THE SOUTHEASTERLY LINE OF LOTS 179, 180, 181, 182, 183 AND 184 IN THE FULTON EAST ESTATES NO. 4 (P.B. 49, PG. 72), A DISTANCE OF 490.31 FEET TO A 1/2" IRON BAR FOUND;

THENCE NORTH 13° 38' 24" EAST, ALONG THE EAST LINE OF LOTS 184 AND 185 IN SAID FULTON EAST ESTATES NO. 4, A DISTANCE OF 158.82 FEET TO A 3/4" IRON BAR FOUND;

THENCE NORTH 14° 30' 35" WEST, ALONG THE EAST LINE OF LOTS 185 AND 186, A DISTANCE OF 240.00 FEET TO A 3/4" IRON BAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 186;

THENCE SOUTH 84° 48' 05" EAST, ALONG THE LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY W. RICHARDSON III (O.R.I. 96004178), A DISTANCE OF 1205.34 FEET TO THE TRUE PLACE OF BEGINNING;


CONTAINING 31.987 ACRES OF LAND BASED ON A FIELD SURVEY BY ROBERT L. AKINS THIS 7TH DAY OF NOVEMBER, 2000.

PRIOR DEED REFERENCE: OFFICIAL RECORD IMAGE 2000070556.

BASIS OF BEARINGS: THE BEARING OF NORTH 66° 44' 10" EAST, USED FOR THE SOUTHEASTERLY LINE OF FULTON EAST ESTATES NO. 4 AS RECORDED IN PLAT BOOK 49, PAGE 72.

SUBJECT TO ALL LEGAL HIGHWAYS AND ANY EASEMENTS OR RESTRICTIONS OF RECORD.

MILLHOMEASSOC-VKC-CD2004A


Instr: 200407300054928 07/30/2004
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Rick Campbell T20040031541
Stark County Recorder

