



**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR  
LAKE O'SPRINGS VILLAGE**

**"A Green Community"**

**Jackson Township, Stark County, Ohio**

This instrument prepared by:  
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**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
RESTRICTIONS AND EASEMENTS FOR  
LAKE O' SPRINGS VILLAGE**

This Declaration of Covenants, Conditions, Reservations, Restrictions and Easements for Lake O' Springs Village (the "Declaration") is made this 11<sup>th</sup> day of April, 2018 (the "Effective Date"), by **Ohio Vedic Homes, LLC**, an Ohio limited liability company ("Declarant Developer"), **Fairplay Development, LLC**, an Ohio limited liability company ("Declarant Fairplay"), and **Suzanna Hull Feitler**, unmarried ("Declarant Feitler"), and **Amy Kunkle Creative, LLC**, an Ohio limited liability company ("Declarant Kunkle"), and the **Lake O' Springs Village Homeowner's Association**, an Ohio non-profit corporation (the "Association")(collectively, the "Declarant"), for the purpose of submitting certain property as a Planned Community in accordance with the provisions of the Ohio Planned Community Law, Ohio Revised Code Chapter 5312.

**RECITALS**

**WHEREAS**, Declarant Developer is owner of certain Lots within the Lake O' Springs Village (the "Development") located in Jackson Township, Stark County, Ohio, being Lot Numbers One (1) through Eleven (11), and Thirteen (13) through Eighteen (18) and Twenty (20) through Twenty-three (23), and Lot Number Twenty-five (25), as set forth in the Plat recorded as Instrument Number 201310100050241, and re-recorded as Instrument Number 201510210042127 of the Stark County Records; and

**WHEREAS**, Declarant Kunkle is owner of Lot Number Twelve (12) in the Development, pursuant to the Warranty Deed recorded as Instrument Number 201712070052086 of the Stark County Records; and

**WHEREAS**, Declarant Fairplay is owner of Lot Number Nineteen (19) in the Development, pursuant to the Warranty Deed recorded as Instrument Number 201704140015532 of the Stark County Records; and

**WHEREAS**, Declarant Feitler is owner of Lot Number Twenty-four (24) in the Development, pursuant to the Warranty Deed recorded as Instrument Number 201504100013002 of the Stark County Records; and

**WHEREAS**, the Association is owner of the tract adjoining the Development, upon which the lake commonly known as "Lake O'Springs" is located (the "Lake"), pursuant to the Quit-Claim Deed recorded as Instrument Number 201407090025560 of the Stark County Records (the "Association Tract" or "Common Area", together with the Development, the "Property"); and

**WHEREAS**, it is the desire and intention of the Declarant to develop part(s) and/or all of the Property as an environmentally-friendly or "green" residential community of single-family homes which will require that all new construction be

designed and built utilizing energy efficient materials and construction practices and/or the parameters of Vastu Architecture; and

**WHEREAS**, the Declarant also desires to establish and declare covenants, conditions, reservations, restrictions and easements (collectively, the “Conditions and Restrictions”), pertaining to the Property for the benefit thereof; and

**WHEREAS**, the Declarant desires and intends that the terms and conditions of this Declaration to: (1) run with the Property and bind any and all current and/or prospective owner(s) of all or any part(s) of the Property as provided herein; and (2) provide a general plan of development for the benefit and protection of the Property and any and all present and/or future owner(s) of all or any part(s) of the Property.

**NOW, THEREFORE**, Declarant hereby makes the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the land of the Property and shall be binding on Declarant and each successor of Declarant who stands in the same relation to the Property as Declarant and their respective heirs, executors, administrators, personal representatives, devisees, successors and assigns, and all Owners together with their grantees, heirs, executors, administrators, personal representatives, devisees, successors and assigns.

## **ARTICLE I DEFINITIONS**

Except as otherwise defined in this Declaration, words and terms used in this Declaration are defined as set forth in Section 5312.01 of the Ohio Revised Code. The following words and terms shall have the corresponding definitions set forth below.

(A) **“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 limitations:

- (1) All expenditures that the Association makes to fulfill its responsibilities;
- (2) All charges which the Association incurs to collect Assessments, including, all legal and accounting fees.

(B) **"Association"** means the Lake O’ Springs Village Homeowner’s Association, an Ohio non-profit corporation.

(C) **"Association Tract"** means the tract adjoining the Development owned by the Association, pursuant to the Quit-Claim Deed recorded as Instrument Number 201407090025560 of the Stark County Records.

(D) **“Board”** or **“Board of Trustees”** means the Board of Trustees of the Association. Initially, the Board shall consist of David A. Kidd, Amy Kunkle, and Dean Cobbs, and any such other person(s) as Declarant may otherwise designate/appoint from time-to-time in Declarant’s sole discretion shall serve upon the Board until the Relinquishment Date. Thereafter, the Owners shall elect three (3) Owners to serve on the Board as provided within the Bylaws.

(E) **“Bylaws”** mean the Bylaws of the Association attached hereto as **Exhibit “B”** and incorporated in this Declaration by reference as if fully rewritten herein.

(F) **“Certifying Authority”** means any person(s), agency, or organization recognized by the Architectural Review Committee as the certifying authority in all matters related to the Green Building Standard, including but not limited to Energy Star®, Net Zero Energy®, or Vedic or Vastu Architecture.

(G) **“Common Area(s)”** means the Association Tract, including the Lake and shoreline, levees, spillways, boat ramps, docks, bike/hiking trails, woods and greenspace, and any and all structures/improvements now or hereafter situated thereon, which such Common Area will benefit all Lots and the Association as provided in this Declaration.

(H) **“Declarant Developer”** means Ohio Vedic Homes, LLC, an Ohio limited liability company, and/or its successors/assigns as the Declarant Developer may specifically designate in writing.

(I) **“Declaration”** means this Declaration for the Lake O’ Springs Village, which is the instrument by which the Property is submitted to Chapter 5312 of the Ohio Revised Code, and any and all amendments to this Declaration.

(J) **“Development”** includes Lots One (1) through Twenty-five (25) of the Lake O’Springs Village located in Jackson Township, Stark County, as set forth in a Plat recorded as Instrument Number 201310100050241, and re-recorded as Instrument Number 201510210042127 of the Stark County Records.

(K) **“Entrance Monuments”** or **“Entrance Lots”** shall include any and all improvements, structures and/or landscaping that Declarant and/or the Association may make, construct and/or maintain at or upon any Lot(s) as Declaration will from time-to-time designate; including, without limitation, Lot Numbers One (1), Fifteen (15), and Twenty-five (25) (together, the **“Entrance Lots”**), as Entrance Monuments to the Development such as gates, brick monuments or structures, fencing, signage, lighting fixtures/posts, trees, shrubbery, annual/perennial flower gardens, etc.

(L) **“Green Building Standard”** means the minimum energy-efficiency rating required for the construction of all Residences, being either: (1) Energy Star® Certification; (2) Net Zero Energy® Certification; (3) a Residence built with Vedic or Vastu Architecture as approved by the Architectural Review Committee; or (4) constructed under comparable green building standards, which shall at a minimum have a rating of 55 or less on the HERS Index, and approved by the Architectural Review Committee



(M) **“Home Energy Rating System (“HERS”) Index”** means the industry standard by which a home’s energy efficiency is measured and the nationally recognized system for inspecting and calculating a home’s energy performance.

(N) **“Improvements”** means any alterations of the land (including staking, clearing, grading or other site work), structures, buildings, roadways, fixtures, decks, docks, satellite dishes, antennas, fences, patios, tennis courts, basketball courts, recreation playground structures, clotheslines, solar panels, swimming pools and/or other improvements of any kind or nature; including, without limitation, any Residence (including interior) that any Owner may construct upon and/or make to any Lot and shall also mean any alteration(s)/modification(s) and/or any replacement(s) to any Residence (including interior), structures, buildings, roadways, fixtures, decks, etc., whether presently or hereafter existing at any time upon any Lot.

(O) **“Lake”** means the lake located on the Association Tract, commonly known as “Lake O’Springs”.

(P) **“Member”** or **“Members”** means any person(s) owning fee simple title to any Lot(s) developed from the Property, including Declarant Developer with respect to any unsold Lot(s). If any Lot is sold under a Land Installment Contract, the purchaser/vendee will be considered the Owner for purposes of this Declaration.

(Q) **“Owner”/“Owners”/“Owners”** means any person(s) owning fee simple title to any Lot(s) developed from the Property, including Declarant with respect to any unsold Lot(s). If any Lot is sold under a Land Installment Contract, the purchaser/vendee will be considered the Owner for purposes of this Declaration.

(R) **“Plats”** means any Plat(s) of all of any part(s) of the Development that Declarant has prepared/recorded within the Stark County Official Records (or may hereafter so prepare/record); including, without limitation, the Plat of Lake O’ Springs Village, recorded as Instrument Number 201310100050241, and re-recorded as Instrument Number 201510210042127 of the Stark County Records.

(S) **“Property”** means the Development, as set forth in the Plat recorded as Instrument Number 201310100050241, and re-recorded as Instrument Number 201510210042127 of the Stark County Records, a copy of which is attached hereto as **Exhibit “A-1”**, and the Association Tract, which is described in **Exhibit “A-2”** attached hereto and made a part hereof, with both tracts being a portion of the real property originally obtained by the Declarant Developer pursuant to the General Warranty Deed recorded as Instrument Number 200608070048273 of the Stark County Records.

(T) **“Relinquishment Date”** means that date which is two (2) years after the day upon which Declarant Developer has sold and conveyed the last of the Lots which Declarant Developer subdivides and/or may subdivide from the Property such that Declarant Developer no longer owns any Lot or any part(s) of the Property or the date upon which Declarant Developer voluntarily relinquishes, whichever date is earlier.

(U) **“Residence”** means any single-family residential unit that is built with the approval of the Review Committee upon any Lot.

(V) **“Rules and Regulations”** means 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 and/or the Common Area.

(W) **“Vedic Architecture”, “Vastu Architecture” or “Maharishi Vastu”** means the Green Building Standard and architectural style permitted to be utilized in construction of any Residence on Lots Numbers One (1) through Twenty-five (25) and any Common Area buildings.

(X) **“Vedic Design or Vastu Design”** means the design of Lot topography, Lot layout, and orientation, interior and exterior design of any Residence (and garages, if within a Vastu Fence) constructed in accordance with Vastu Architecture, and ingress and egress as created or approved by designers or architects trained in Vedic Architecture and approved by the Certifying Authority.

(Y) **“Vastu Fence” or “Vastu Fencing”** means any fence required to be constructed and maintained around any Residence constructed in accordance with Vastu Architecture in order to restrict access to the Residence from the east and/or north sides.

## **ARTICLE II**

### **LAKE O’ SPRINGS VILLAGE HOMEOWNER’S ASSOCIATION**

(A) **Existence:** The Association is or shall be an Ohio non-profit corporation. The Association is not and shall not be deemed to be a condominium association or a unit owners’ association as defined in Chapter 5311 of the Ohio Revised Code.

(B) **Membership:** There shall be one (1) membership in the Association for each Lot within 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 either 1) select and designate one (1) such Owner to serve and act as the “Member” and to qualify for voting privileges or 2) split the vote in half (1/2) and designate no more than two (2) such Owners to serve and act as the “Member” and to qualify for voting privileges. Each Lot Owner(s) will notify the Association in writing of the name of such designee, (“Designated Member(s)”). 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).

(C) **Voting Rights:** Each member (or Designated Member as applicable) will be entitled to cast one (1) vote (unless the Lot Owners split the vote in half, which in that case the member would be entitled to cast ½ 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.

(D) **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 Declarant may substitute from time-to-time. Declarant 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 three (3) Owners to serve on the Board. The terms of such Trustees shall be three (3) years as to one (1), two (2) years as to one (1) and one (1) year as to one (1), respectively, starting with the one (1) Trustee receiving the most votes having a three-year term, the one (1) Trustee receiving the next most votes having a two-year term and the Trustee receiving the least votes having a single-year term. After the initial election, each Trustee elected will serve for a term of three (3) years. Each Owner (or Designated Owner as applicable) shall be entitled to cast one (1) vote for each Lot owned. There shall be no cumulative voting. The Board shall elect the Officers of the Association in accordance with the Bylaws.

(E) **Architectural Review Committee:** As set forth in Article IV below, there shall be and the Board shall maintain an Architectural Review Committee who shall have charge and order of all matters as it relates to the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve the Green Building Standard for the Development and to protect and promote the value of the Property, Lots, the Residences and all Improvements thereon.

(F) **Association Responsibilities:** The Association shall be responsible for:

(1) Approval and enforcement of architectural building (both exterior and interior) designs, landscaping and docks;

(2) Establishment and enforcement of guidelines for use of all Common Areas (including the Lake);

(3) All necessary maintenance repair and/or replacement relative to the Common Areas (including the Lake) and any and all improvements/structures now or hereafter situated thereon; including, but not limited to, lawn mowing/fertilizing and equipment maintenance.

(4) All necessary maintenance, repair, upkeep of the Lake and shoreline, spillway, levee, and hiking trail;

(5) All necessary maintenance, repair, upkeep of all bio-retention areas and storm water drainage ditches, swells, and storm water pipes.

(6) The maintenance, repair and/or replacement of/ the Entrance Monuments and boulevard street lights;

(7) All necessary maintenance, repair, restoration and/or replacement of any and all detention and/or retention basins in the Development and/or at the Property;

(8) The payment of any and all real estate taxes/assessments attributable to the Common Area;

(9) The identification, establishment, and annual funding of required standing Escrow Accounts for future expenditures for the Association;

(10) The establishment and collection of Assessments; and,

(11) The enforcement of this Declaration, the Conditions and Restrictions and the Rules and Regulations.

**(G) Insurance:** The Association shall obtain and maintain a comprehensive policy of public liability insurance, ("Liability Insurance"), insuring the Association, the Board and the Owners with coverage limits as the Board may determine; provided, however, that such coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage covering claims relating to the Common Area and/or the Entrance Monuments or otherwise arising from Association activities, acts or omissions in connection with the Association's maintenance, upkeep, repair and/or replacement obligations hereunder. The Liability Insurance shall contain "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligence of the Association, the Board or other Owners. The Association shall also maintain fire and extended coverage insurance upon the Common Area and the Entrance Monuments in such amount(s) and with such coverage terms as the Board shall determine from time-to-time. The Board may additionally purchase and maintain contractual liability insurance, trustees' and officers' liability insurance and such other insurance as the Board may determine. At the Board's election, fidelity bond coverage against dishonest acts on the part of Trustees, officers, employees, agents or volunteers responsible for handling funds belonging to or administered by the Association may be obtained in amounts as the Board deems reasonable.

**(H) Management:** The Association shall establish and maintain policies, programs, rules, regulations and procedures designed to fully implement this Declaration for all purposes hereof and for the benefit of all Owners and may but shall not be required to:

(1) Adopt reasonable Rules and Regulations regarding the recreational use, maintenance, upkeep, repair and/or replacement of the Common Area, the Lake and shoreline, levee and spillway, docks, hiking trail, the Entrance Monuments, and any bio-retention areas, storm water drainage ditches, swells and pipes;

(2) Engage employees and agents; including, without limitation, security personnel, attorneys, accountants and consultants, maintenance or management firms and contractors;

(3) Delegate all or any portion of the Association's authority and responsibilities to a manager, managing agent and/or management company, evidenced by a management contract which shall specify the duties of the managing agent and provide for payment to the managing agent of reasonable compensation. Such compensation shall be charged to the Owners as part of the Assessments;

(4) Determine, levy and collect Assessments from the Owners based upon the annual budget of the Association for management, repair, maintenance, upkeep and if

necessary, replacement of any or all portions of the Property which are the responsibility of the Association hereunder and the cost of any and all insurance coverage referenced herein;

(5) Perform and carry out all duties and acts reasonably necessary to give effect to and implement this Declaration.

(I) **Bylaws:** Declarant and the initial Board of the Association shall adopt the Bylaws. The Association shall conduct its business and the Board shall take action in accordance with the Bylaws as the same may be amended from time-to-time. To the extent that there exists(s) any conflict between the terms and provisions of the Bylaws and the terms and provisions of this Declaration, this Declaration shall wholly control.

(J) **Termination:** The Association shall have a perpetual existence; provided, however, that:

(1) Prior to the Relinquishment Date, Declarant shall have the sole and absolute authority and power to terminate and dissolve the Association upon written notice to the Owners and the Owners hereby delegate and irrevocably appoint Declarant to act and/or vote for the Owners for purposes of any such termination and dissolution; and,

(2) After the Relinquishment Date, the Owners may terminate and dissolve the Association upon the affirmative vote of not less than eighty percent (80%) of the Owners to terminate and dissolve the same.

(K) **Additional Common Area(s) Conveyance(s):** Declarant may at any time(s) elect to convey any additional Common Area(s) to the Association pursuant to Quit-Claim Deed(s), which such Quit-Claim Deed(s) the Association shall accept and record.

### **ARTICLE III ASSESSMENT/ASSOCIATION REMEDIES**

(A) **Annual Assessment:** The Board shall on an annual basis estimate the anticipate expenses of the Association, ("Expenses"), and shall equally apportion the same among the Lots which are or will be subdivided of record from the Property in the calendar year for which the annual establishment is made. No Owner shall be exempted from Assessments because of such Owner's waiver of use and/or non-use of the Common Area and/or other amenities of the Development. 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 within this Declaration to the contrary, there will be no Assessment for and through the period ending June 30, 2018.

(B) **Payment Terms:** Assessments shall be payable, in advance, annually or in such periodic installments (i.e. monthly, semi-annually, quarterly) and with such due dates as Declarant and/or the Board shall determine.

(C) **Effective Payment/Date:** The Assessments shall become effective when the Association (or the Declarant) 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, Declarant and/or the Board shall assess the deficiency among the Lots as provided herein. 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:

(1) **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.

(2) **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.

(3) **Suspension of Benefits:** The Association may suspend the right of any Owner to use/enjoy the Common Area 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.

## **ARTICLE IV SPECIFIC CONDITIONS AND RESTRICTIONS**

(A) **Architectural Review Committee:** The purpose of the Architectural Review Committee is to promote the Green Building Standard and manage the development appearance and function for the benefit of the Development and all Owners. The Architectural Review Committee shall have charge and order of establishing and maintaining specific Conditions and Restrictions applicable to all Lots. The Architectural Review Committee shall be governed as follows:

(1) **Committee Composition:** Prior to the Relinquishment Date, the Architectural Review Committee shall consist of one (1) person, who shall be appointed by the Declarant. After the Relinquishment Date, the Architectural Review Committee shall consist of not less than three (3) persons, each of whom shall be appointed or elected as provided in Section 2 below. At least two (2) members of the Architectural Review Committee shall be members of the Lake O' Springs Village Homeowner's Association. At least one member of the Architectural Review Committee shall be a representative of the Declarant. The Declarant shall have the option, for whatever reason, to decline its power of appointment and if Declarant exercises its option and so declines, then the third member of the Architectural Review Committee shall be appointed by the Board. The regular term of office for each member shall be two (2) years coinciding with the fiscal year of the Association. Any member appointed or elected as provided in Section 2 below may be removed with or without cause in the manner provided in Section 2 below. Each Owner, by acceptance of a deed to or any other conveyance to a Lot or Residence, shall be deemed to ratify the provisions of Section 2 below.

(2) **Appointment and Removal of Architectural Review Committee Members:** The members of the Architectural Review Committee shall be appointed by the Board of the Association. Any member of the Architectural Review Committee may be removed with or without cause, by the Board. In the event of death or resignation of a member of the Architectural Review Committee, the Board shall appoint a substitute member of the Architectural Review Committee to fill the vacancy of such deceased or resigning member for the remainder of the term of such former member.

(3) **Procedure and Meetings:** The Board of Directors shall appoint a chairperson who will be the presiding officer at all meetings of the Architectural Review Committee. The Architectural Review Committee shall meet on a regular basis as well as upon call of the chairperson. A majority of the total number of members of the Architectural Review Committee shall constitute a quorum of the Architectural Review Committee for the transaction of business.

(4) **Architectural Standards:** The Architectural Review Committee is hereby authorized to promulgate and amend or modify from time to time written/graphical Architectural Standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, location, landscaping and design of all Residences and other Improvements on any Lot. The content and manner in which plans and specifications and other documentation and information concerning the

construction of any Residence or other Improvements on a Lot are to be submitted to and approved by the Architectural Review Committee and any other matter affecting the construction, repair or maintenance of any Residence or other Improvements on any Lot. The Architectural Standards adopted by the Architectural Review Committee shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

(5) **Plans:** Before any Improvements are made to any Lot, the Owner(s) thereof must submit the plans for the same, ("Plans"), to the Architectural Review Committee, which Plans must set forth specifications as set forth below.

(6) **Approval of Plans and Specifications:**

- (a) In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Development, to establish and preserve a harmonious design for the Development and to protect and promote the value of the Property, the Lots, the Residences, and all Improvements thereon, no improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Residence by an Owner, other than Declarant, which affect the exterior and/or interior appearance of any Lot or Residence unless plans and specifications therefore have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions below. Without limiting the foregoing, the construction and installation of any Residences (including interiors), sidewalks, driveways, parking lots, antennas, clotheslines, mailboxes, decks, docks, patios, courtyards, swimming pools, tennis courts, greenhouses, trees, bushes, playhouses, awnings, walls, fences, garages, guest or servant's quarters, garages or any other outbuildings, shall not be undertaken, nor shall any exterior and/or interior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residence or Improvements, unless the plans and specifications for the same have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of the section below.
- (b) The Architectural Review Committee is hereby authorized and empowered to approve all plans and specifications and the construction of any Residences and other Improvements on any part of the Property. Prior to the commencement of any Residence or other Improvements on any Lot or Residence, the Owner thereof shall submit to the Architectural Review Committee an application with plans and specifications and related data for all such Improvements, which shall include the following:
  - i. As a preliminary step, Three (3) copies of an accurately drawn and dimensioned site development/plot plan and house foot print indicating



the location of any and all Improvements, including, specifically, the Residence or Improvement to be constructed on said Lot, the location of all driveways, walkways, decks, docks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Residence, as well as a floor plan.

- ii. Upon approval of the energy efficiency of the preliminary design from the Certifying Authority, Three (3) copies of working drawings, landscaping and all other written specifications and, if requested by the Architectural Review Committee, samples indicating the nature, color, type, shape, height, and location of all exterior and/or interior materials to be used in the construction of the Residence on such Lot or any other Improvement thereto, including without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residence and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Residence.
  - iii. Such other plans, specifications or other information or documentation as may be required by the Architectural Standards. The Architectural Review Committee shall after determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One (1) copy of all plans, specifications and related data so submitted to the Architectural Review Committee shall be retained in the records of the Architectural Review Committee and the other copy shall be returned to the Owner submitting the same marked “approved,” “approved as noted,” or “disapproved.” The Architectural Review Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscaping architect, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof.
- (c) The Architectural Review Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Declaration, including the Green Building Standard and, if applicable, Vedic Design considerations, any failure to comply with any of the provisions of this Declaration or the Architectural Standards, failure to provide requested information, objection to exterior and/or interior design, appearance of materials, objections on the ground of incompatibility of any such proposed Improvements with the scheme of development proposed for the Development, objections to the location of any proposed Improvement on any such Lot, objection to the landscaping plan for such Lot or Residence, objection to the color scheme, finish, proportion, style of architecture, height, massing, bulk of appropriateness

of any Improvement or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Improvement inharmonious with the Green Building Standard contemplated for the Development. The Architectural Review Committee shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Residence shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Residence. Approval of plans and specifications by the Architectural Review Committee for Improvements to one particular Lot or Residence shall not be deemed as approval or otherwise obligate the Architectural Review Committee to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot or Residence within the Development.

- (d) In the event the Architectural Review Committee fails to either approve or deny, or otherwise respond to an application within sixty (60) days after such plans and specifications have been submitted, then the plans and specifications so submitted will be deemed to have been approved.
- (e) Any revisions, modifications or changes to any plans and specifications previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner provided above.
- (f) If construction of the Residence or the Improvements has not substantially commenced (e.g. by the clearing and grading, pouring of footing and other commencing framing and other related construction work) within two (2) years of the approval by the Architectural Review Committee of the plans and specifications for such Residence or other Improvements, then no construction may be commenced (or continued) on such Lot or Residence and the Owner of such Lot or Residence shall be required to resubmit all plans and specifications for any Residence or other Improvements to the Architectural Review Committee for approval in the same manner specified above.

(7) **Interior Improvement/Alteration Approval:** In order to preserve the architectural appearance and harmonious design for the Development and to protect and promote the value of the Property, the Lots, the Residences, and all Improvements thereon, interior improvements and/or alterations within a Residence may be implemented or installed by the Owner on any Lot or Residence unless such improvements affect the exterior walls or energy efficiency rating of the Residence, in which case plans must be submitted to and approved by the Architectural Review Committee. In the case of any Residence built in accordance with Vedic or Vastu Design, all interior changes must be approved by the Architectural Review Committee. The provisions of Section 6 above regarding the method that such plans are to be submitted to the Architectural Review Committee, the time for approval or disapproval of the same

and the method of approving modifications or changes thereto shall be applicable to such interior improvement/alteration plans.

(8) **Landscaping Approval:** In order to enhance the aesthetic appearance of the Development and the natural setting and beauty of the Property, no landscaping, grading, excavation or fill work of any nature shall be implemented or installed by the Owner on any Lot or Residence unless and until landscaping plans thereof have been submitted to and approved by the Architectural Review Committee. The provisions of Section 6 above regarding the method that such plans are to be submitted to the Architectural Review Committee, the time for approval or disapproval of the same and the method of approving modifications or changes thereto shall be applicable to such landscaping plans.

(9) **Approve Builder(s):** In an effort to enhance, preserve and safeguard the quality of the Development and each and every Residence constructed upon all Lots situated therein, the Architectural Review Committee must accept and approve in writing any builder, ("Builder"), before the Builder shall commence constructing any Residence upon any of the Lots for any Owner thereof. As a condition precedent to any such acceptance/approval, the Builder:

- (a) Should have and maintain a good standing and reputation in Ohio as a residential home builder; and
- (b) Must acknowledge and accept this Declaration in writing maintained on file with Architectural Review Committee and agree pursuant to such writing to fully comply herewith; and
- (c) Must stipulate and agree to abide by any and all provisions required by the Architectural Review Committee and Certifying Authority, including, but not limited, to confidentiality of the principles and standards of the Certifying Authority and proprietary designs.

(10) **Construction Without Approval:** If any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot or Residence (exterior and/or interior) without Architectural Review Committee approval of the plans and specifications for the same or if the Architectural Review Committee determines that any approved plans and specifications for any Improvements or the approved interior improvement/alteration or landscaping plans for any Lot or Residence are not being complied with in either event, then the Owner of such Lot or Residence shall be deemed to have violated this Declaration and the Architectural Review Committee shall have the right to exercise any of the rights and remedies set forth in Section 17 below.

(11) **Appeals:** The Lake O' Springs Village Homeowner's Association Board shall resolve any disagreements between the Owners and the Architectural Review Committee. Formal appeals must be submitted, in writing, to the Board within fourteen (14) days of denial of the application or conflict of approval. A formal closed appeal

hearing will be held within thirty (30) days of the date of appeal with Owner and Board. The Board decision after this hearing is final.

(12) **Variances:** The Architectural Review Committee shall have the power to and may allow reasonable variances and adjustments of these standards in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, so long as such variance or adjustment will not be materially detrimental or injurious to other Owners or Lots.

(13) **Inspections:** The Architectural Review Committee or any agent, employee or representative thereof at any reasonable time and from time to time enter upon and inspect any Lot or Residence of any Improvements being constructed thereon in order to determine whether the approved plans and specifications therefore are being complied with. Any such entry shall not be determined to be a trespass or any other wrongful act by the Architectural Review Committee.

(14) **Subsurface Conditions:** The Property may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions which may result in sinkholes or other types of ground subsidence. Further, the Property, based on the hydrology, may have water conditions that prevents basements from being built on a Lot or requires the installation of piling. The approval of plans and specifications by the Architectural Review Committee for any Residence or other Improvements on a Lot or Residence and the examination of geotechnical boring test samples taken before and after excavation and provided by the Developer shall not be construed in any respect as a representation or warranty by the Architectural Review Committee or Developer to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot or Residence are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot or Residence for the construction of any contemplate Improvements thereon.

(15) **Limitations of Liability:** Notwithstanding anything provided herein to the contrary, the Architectural Review Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Section, any defects, structural or otherwise, in any work done according to such plans and specifications, the failure to approve or the disapproval of any plan, drawings, specifications and other data submitted by any Owner for approval pursuant to the provisions of this Section, the construction or performance of any work related to such plans, drawings and specifications, bodily injuries (including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or Occupant, or any damage to any Residences, Improvements or the personal property of any Owner, Occupant, or the respective family

members, guests, employees, servants, agents, invitees or licensees of any such Owner or Occupant, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Residence or Improvements or the plans and specifications therefore or any past, present or future soil and/or subsurface conditions, known or unknown (including, without limitations, fill work, freshwater springs, sinkholes, underground mines, tunnels and water channels and limestone or any other rock formations on or under any Lot or Residence) and any other loss, claims, damage, liability or expense, including court cost and attorneys' fees, suffered, paid, or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot or Residence any Improvements situated thereon, the failure of any municipal or county agency board or committee to approve any submission approved by the Architectural Review Committee.

**(16) Commencement and Completion of Construction:** Upon commencement of construction of any Residence, construction work thereon shall be prosecuted diligently and continuously and shall be completed within two (2) years of the commencement date of said construction, such completion to be evidenced by a certificate of occupancy issued by the appropriate governmental authorities. During construction, Owner shall cause the Lot to be maintained in a neat, clean manner, and shall construct a silt fence around all construction areas. Owner shall be responsible for any damage(s) to any adjacent Lot, Common Area (including the Lake), public utilities and/or storm ditches, street or public improvement(s) caused by Owner's construction activities. Owner shall grade and landscape Owner's Lot in such manner as to avoid excessive surface drainage onto the street(s), storm water ditches, drains, as well as any adjacent Lot and/or any Common Area(s) (including the Lake). Owner shall promptly complete such grading and landscaping after Owner has finished construction of Owner's Improvements. During construction, Owner shall use a refuse container for all construction debris. Owner shall secure all construction debris within such refuse container on a daily basis.

**(17) Enforcement and Remedies:** In the event any of the provisions of this Article are breached or are not otherwise being complied with in all respect by any Owner or Occupant, then the Architectural Review Committee and the Association shall each have the right, at their option, to stop any further construction on any Lot or Residence and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the Architectural Review Committee for such Improvements and/or through their designated agents, employees, representative or independent contractors, enter upon such Lot or Residence and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the Architectural Review Committee or the Association in enforcing any of the provisions of this Section including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of nonconforming work, the completions of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the Architectural Review Committee or the Association in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provision of this Section, shall be paid by such Owner, and shall constitute an individual

Assessment to such Owner.

(18) **Certification Fees:** It shall be the sole responsibility of each Owner for all fees related and payable to the National Agency for review and approval of designs, monitoring, consulting and Residence certification.

(19) **Compliance Certification:** The Architectural Review Committee or any authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be approved by the Board, furnish to an Owner a certificate in writing setting forth whether all necessary Architectural Review Committee approvals have been obtained and whether any Residence or Improvement has been constructed in accordance with the provision of this Declaration.

**(B) Restrictions - Lots:**

(1) **Subdivision:** Excepting for Declarant Developer, no Owner(s) shall subdivide any Lot prior to the Relinquishment Date without the prior written approval of Declarant Developer and/or Declarant Developer's successor/assign.

(2) **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.

(3) **Yard Maintenance:** The Owner(s) of each Lot shall at all times maintain the yard in a well-kept manner which such maintenance will include the following:

(a) In order to protect the Lake flora, fauna and water quality, Owner(s)' application of a weed killer, fertilizer, or any other substance that may affect the watershed, must be approved by the Architectural Review Committee prior to such application; and

(b) Owner(s)' maintenance of each open storm water drainage swale, waterway, creek and/or pond on any Lot in good condition and state of repair such that there will be no interference with the normal flow of drainage water thereon. All drainage ditches must remain open except that each Lot is permitted, with Architectural Review Committee's approval, to install a culvert on the Lot. Neither the location nor the grade of any such drainage swale shall be altered so as to interfere with the normal flow of the drainage water thereon, nor shall any Owner replace any swale with pipe and/or permit the planting/growth of any trees, shrubs and/or vegetation thereon (except for grass) without the prior written approval of the Architectural Review Committee.

(4) **Clutter/Rubbish:** In recognition of the residential character of the Development, no Owner shall:

- (a) Permit the placement and/or accumulation of any clutter or other unsightly objects on such Owner's Lot or in any street areas and/or sidewalks abutting the same; including, without limitation, any persistent deployment of children's playthings (wheeled or otherwise); outside workshops; lumber storage piles; and/or, piles of any other material or matter; and
- (b) Permit and/or allow any dumping and/or disposal on the Lot and/or any part(s) of the Property.

(5) **Street Parking:** In recognition of the residential character of the Development, no Owner shall permit any vehicle (including any vehicle owned by any family member or guest of the Owner) to remain permanently parked on any street within the Development.

(C) Each and every portion of the Property now or hereafter serving the Development solely for storm water retention and detention purposes and/or as "greenspace area"/"open space" shall be restricted as provided herein (the "Restricted Land"). Declarant shall construct, maintain and/or effect upon the Restricted Land such storm water management improvements as required/approved for purposes in the Development. There shall not be any structures/improvements constructed or situation upon the Restricted Land. This restriction shall run with the Restricted Land and shall not be amended, modified or terminated by Declarant, the Association and/or their successor(s)/assign(s) without the prior written approval of the Board of Trustees of Jackson Township ("Township").

(D) The Association shall at all times and at its expense maintain and/or repair any and all storm water management improvements; including, without limitation, all of the same at/upon the Restricted Land as necessary to enable the same to function as designed by Declarant's engineers, which maintenance/repair shall include (without limitation) the removal/treatment of weeds, foliage, growth and/or silt which materially impair such functioning (the "Association Maintenance/Repair").

The Association shall not be liable to any Owner(s) for any and all damage to any structures, including, but not limited to, landscaping, sidewalks, and or driveways due to any Association Maintenance/Repair, regardless of whether the Architectural Review Committee has approved the installation of such structure(s).

The Township is authorized and empowered to effect an Association Maintenance/Repair if the Association does not timely and properly complete the same, in which event the Township is authorized and shall have the right to assess and collect from the Association the costs/expenses attributable thereto, ("Township Costs"). If the Association ceases to exist, the Township is authorized and shall have the right to assess and collect any and all such Township Costs to the Owners on a per capita basis (i.e. each Lot shall be equally assessed therefore). The conditions/covenants contained in this provision 11 shall be binding upon the Association and all Owners in perpetuity.

Declarant hereby grants to the Township a nonexclusive easement encumbering the Restricted Land which shall enable and entitle the Township to full ingress/egress and access to and from the Restricted Land for any and all purposes; including, without limitation: to inspect and/or to construct/maintain any of the storm water management improvements.

(E) **Prohibited and Restricted Matters/Activities:**

(1) **Mining/Minerals:** Absent the Architectural Review Committee's prior written approval, there shall be no mining, extraction and/or removal of any minerals, oil, sand, gravel, topsoil and/or aggregate for commercial purposes from the Property and or any Lot; provided; however, that this restriction will not limit/prohibit and shall not apply to any lease(s) of record on the Effective Date.

(2) **Obstruction:** No Owner shall cause and/or permit the obstruction of the Common Area from the access, use and/or enjoyment by any other Owner and/or the Association under this Declaration.

(3) **Outdoor Storage of Certain Vehicles, Motorhomes, Boats, etc.:** No commercial vehicles (i.e., trucks, vans, tow-trucks), motor homes, campers, recreational vehicles, (i.e., snowmobiles, ATV's, four-wheelers, trail bikes, etc.) and/or inoperable vehicles of any type may be stored on the outside of any Lot or on any part of the Property unless such storage is within a garage and/or except for a limited period not to exceed five (5) calendar days in any given calendar year as may be necessary to enable transportation thereof to off-site storage. The foregoing restriction shall not apply to the following:

- (a) Delivery and/or moving/storage vehicles where the same are solely servicing any Lot and/or any Improvements on a temporary basis for such servicing; and/or
- (b) Commercial trucks and/or vehicles where the same are in use solely for construction, maintenance and/or repair purposes upon or for any Lot and/or Improvements on a temporary basis for such purposes.

(4) **Temporary Structure(s)/Outbuilding(s):** No house trailer, basement Residence, tent, shack, mobile home, double-wide home, commercial advertising signs/billboards, any other structure of a temporary character and/or outbuilding(s) shall be erected, located or maintained upon the Property or upon any Lot without Architectural Review Committee's prior written approval.

(5) **Tanks/Containers:** Except by the Association or its agents and/or upon prior written approval of Declarant Developer or the Association, no oil, bottled gas (including propane) and/or gasoline tanks or containers are permitted on any parts of the Property, excepting for any gas tanks currently on the property that are subject to existing oil and gas leases or those for residential purposes (maximum of five (5) gallons per container) and/or those utilized with a gas grill.



(6) **Excavation:** No excavation of any Lot for any purpose shall be of greater depth than necessary for the foundation or basement of a Residence or the planned and approved Improvements; for landscaping/erosion control; or, such other grading/excavating as may reasonably be necessary for the Development or Owner's maintenance of a Lot as a residential property.

(7) **Garage Sales:** Garage sales may be conducted in accordance with any and all applicable municipal, township and/or Stark County laws/requirements; provided, however, that no more than two (2) garage sales, lasting more than three (3) days may be conducted upon any Lot in any one (1) calendar year. The term "garage sale" shall mean any sale conducted in or about a Lot where the public is invited to purchase items belonging to the Owner and displayed by the Owner for sale where such items have not been specifically described by type and either make or model. Under no circumstances shall any garage sale items be sold on consignment and/or brought to the Lot from outside the Development for sale. This restriction is not intended to prevent an Owner's casual sale of an individual item belonging to the Owner from a Lot from time-to-time.

(8) **Satellite Dishes:** No satellite dish in excess of thirty-six (36) inches in diameter (a "Permitted Dish"), may be placed on or about a Lot. The Owner(s) must install and maintain any Permitted Dish in the rear of the Residence and the same must not be openly visible from the public street servicing the Lot. Any means of concealing a Permitted Dish must not be in violation of any of the Conditions and Restriction and must be of such aesthetic nature as to blend/harmonize with the surrounding landscape.

(9) **Antennae:** No external or outside radio, television, cb, ham and/or other short wave antennae without the Architectural Review Committee's prior written consent (a "Permitted Antennae"). The Owner(s) must install and maintain any Permitted Antenna in the rear of the Residence and the same must not be openly visible from the public street servicing the Lot. Any means of concealing a Permitted Antenna must not be in violation of any of the Conditions and Restriction and must be of such aesthetic nature as to blend/harmonize with the surrounding landscape.

(10) **Wells/Drilling:** Excepting for any oil/gas lease(s) presently encumbering the Property and boring necessary for soil testing, and installation of piling necessary to support structures, and water well drilling, no oil and/or drilling or refining shall be permitted on any Lot and no derrick, well or other boring structure shall be erected, maintained or permitted thereon.

(11) **Animals:** No animals of any kind shall be kept or harbored on any Lot excepting dogs, cats and other household companion animals (the "Permitted Companion Animals"). No animals shall be raised, kept or bred for any commercial purposes. No structure(s) for the housing, exercising or keeping of any such Permitted Companion Animals shall be erected or maintained on the front of or side of any Lot; including without limitation, any kennels, hutches and/or runs, without the prior written approval of the Architectural Review Committee.

(12) **Sanitary Containers:** All trash, garbage and/or other waste must be kept in a covered and sanitary container such as a trash can, garbage can and/or waste/refuse container (a "Container"). Each Container must be kept inside the garage or at the rear of a Residence; provided, however, that the Container may be deposited at the public street for collection in advance thereof.

(13) **Guns/Wildlife:** There shall be no discharge of any guns, ammunition or explosives at or upon the Property. No hunting, trapping or poisoning of any wildlife is or shall be permitted on any part(s) of the Property, except by the Association or its agents for rodent or other wildlife control and/or upon prior written approval of Declarant Developer or the Association.

(14) **Clotheslines:** There shall be no temporary or permanent clothesline that is visible from the street adjoining said Residence, except as approved by the Architectural Review Committee.

(15) **Fencing:** Fences are permitted but may not be installed until location and materials are reviewed and written approval is given by the Architectural Review Committee.

(16) **Vinyl Siding:** Vinyl Siding is not permitted to be used on exterior walls of houses, garages, or sheds but are acceptable where vinyl is an incidental sub-part of a larger structure such as when part of pre-fabricated window structures.

(17) **Rustication:** Each Residence is required to be constructed with a minimum of ten percent (10%) of the exterior walls being natural or faux stone, brick, or stucco.

(18) **Yard and Security Lighting:** No yard and/or security light(s) shall be installed by any Owner without the Architectural Review Committee's prior written consent. Declarant shall designate/require a pre-approved type/style of front yard light/post for the Development and/or any of the Phases thereof. No yard and/or security lighting upon any Lot shall interfere with the comfort, privacy and/or general welfare of the Owner(s) of any Lot(s) adjacent thereto and/or situated nearby.

(19) **Street Lights:** To the extent Declarant Developer and/or the Association shall furnish and/or maintain street lighting, the cost for the installation, repair, maintenance and/or replacement thereof and the cost of electricity therefore shall be charged to and apportioned among the Owners and assessed as provided within Article III of this Declaration.

(20) **Ditches:** No ditches shall be filled by any Owner without the Architectural Review Committee's prior written consent. .

(21) **Maintenance:** Each Owner shall at all times maintain Owner's Lot and all Improvements situated thereon in a state of good repair and general appearance and

shall not permit any accumulation of debris.

(22) **Signs:** No signs of any type or nature shall be displayed for public view and/or maintained upon any Lot, excepting: (a) one (1) sign of advertising Lot and/or any Improvements situated thereon "For Sale"; (b) any signage that Declarant may place upon the Property (and or any part(s) thereof) to advertise the Property and/or any Lots subdivided therefrom; (c) political signs; provided, however, such signs shall only be permitted for not more than 60 days before any election and must be removed within three (3) days following such election; and/or (d) any signage that Declarant Developer may authorize/permit in writing and in advance of any placement thereof. Further, all signage must comply with any Jackson Township zoning regulations regarding the same.

## **ARTICLE V EASEMENTS AND GRANTS/RESERVATIONS OF RIGHTS**

(A) **Record/Fact:** The Property is subject to any easements, encumbrances and/or rights-of-way of record on the Effective Date. Moreover, Declarant hereby establishes, creates and reserves to Declarant Developer, easements and rights-of-way relative to and for all purposes (including inspection, maintenance, repair and/or replacement) of any and all gas pipelines and gas storage well transmission lines, electrical/cable and/or telephone lines, water lines and/or any other utility lines, bio-retention areas, storm water management areas, structures and/or improvements which are presently situated anywhere at or upon the Development servicing/benefiting any structures/improvements on the Effective Date and/or which may be set forth upon any Plat.

(B) **Reservations:** Declarant hereby establishes, creates and reserves to Declarant Developer the right to:

(1) Grant or plat easements and/or rights-of-way for the construction of public or private utility facilities, including, but not limited to: electric, telephone poles and conduits, cable television lines, security systems, gas pipes, sewer and water lines in, over, under and upon any and all highways or roadways now existing or hereafter established within the Development upon which any portion of any Lot may now or hereafter front or abut and/or within ten (10) feet of the side boundary line(s) of any Lots.

(2) Grant or plat consents, rights, easements and right-of-way for the construction, maintenance and operation of public utility facilities, electric, gas, geothermal loops/improvements, telephone and telegraph lines, conduits for gas, water, sanitary and storm sewer pipes, mains, connections, downspouts, and other lines, together with cable television and other communication lines and/or cable, for any other public and/or quasi-public facility, service or function, whether the same are above ground, underground and/or in, or upon any highways, streets, dedicated or otherwise, now existing or hereafter established upon any portion of the Development; and/or,

(3) Grant consents, easements and right-of-way and/or to petition the gas, electric, telephone, water, sewer and cable television companies or authorities for the extension of their respective service mains, connections, lines or cables, which in

Declarant Developer's opinion may be necessary to further service any part(s) or all of the Development, the Common Area and/or any Lot(s).

(C) **Oil, Gas and Mineral Rights:** Declarant Developer shall and does hereby reserve any and all oil, gas and mineral rights, deposits and entitlements underlying the Development; including without limitation, any and all domestic gas line rights and all royalties if applicable (the "Mineral Rights").

(D) **Association Easement:** Declarant grants to the Association and the Association shall have a perpetual easement to, over and across the Entrance Lots and/or any of the Lots upon which there is and/or may be any detention and/or retention basin, swales and/or drainage improvements at or for the Development (the "Association Easement"). The Association Easement shall provide complete and unrestricted access to the Association as and when such access shall become necessary to enable the Association to fulfill all Association functions, obligations and duties consistent with this Declaration and for all purposes thereof.

(E) **Shoreline Easement:** Declarant grants to the Association and the Association shall have a perpetual easement, as shown on the Plat of Lake O' Springs Village recorded as Instrument Number 201510210042127 of the Stark County Records, to, over and across Lot Numbers Nineteen (19) through Twenty-five (25) for all necessary maintenance, repair, upkeep of the Lake and shoreline, spillway and levee (the "Shoreline Easement").

(F) **Mutual Easement:** Declarant grants to all Owners and/or hereby establishes for the mutual benefit of all Owners (and their successors/assigns) a perpetual, non-exclusive easement (the "Mutual Easement"), to enable all Owners to generally access, use and enjoy the Common Area, including but not limited to the Lake and hiking trail, in common among and between all Owners for recreational purposes and pursuant to all applicable Rules and Regulations which the Association may establish and/or amend from time-to-time. The Mutual Easement and the rights created thereby are appurtenant to the Lots and shall transfer automatically with any transfer in the ownership thereof. The Mutual Easement and the rights afforded thereby shall not otherwise be transferable. Declarant additionally grants the foregoing Mutual Easement to the Association to enable and assist the Association to perform the Association's functions, duties and obligations under this Declaration.

(G) **Automatic Assignment:** When Declarant Developer no longer owns any Lot or any portion of the Development, then Declarant Developer's rights reserved herein (excepting the Mineral Rights, which shall be retained by the Declarant Developer) shall be automatically conveyed, without grant or instruments, to the Association to be exercised by the Board thereof.

## **ARTICLE VI AMENDMENTS/MODIFICATIONS/EXPANSION**

(A) **Amendment/Modification:** For so long as Declarant Developer is the fee simple owner of any portion of the Development, Declarant Developer reserves the absolute right to, from time-to-time, amend/change and/or modify this Declaration (as to any or all parts of the Development), the boundary/lot lines for and/or the actual number of Lots that Declarant then owns and/or that Declarant may subdivide from the Development, and/or any of the Conditions

and Restrictions (in whole and/or in part) and/or waive any of the Conditions or Restrictions in writing either generally or relative to any particular Lot(s) and/or part(s) of the Development. To amend, change and/or modify any of the Conditions and Restrictions and/or effect any other amendment(s)/modification(s) as aforesaid, Declarant 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) **Expansion:** Declarant Developer reserves the absolute elective right to from time-to-time include additional property (the "Expansion Tracts") within the Development and as part of the Property subject to any for all purposes of this Declaration upon Declarant Developer'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 Tracts as provided therein.

## **ARTICLE VII MISCELLANEOUS AND GENERAL PROVISIONS**

(A) **Common Area:** This Declaration subjects the Common Area to certain Conditions and Restrictions as provided herein. So long as the Association is the fee simple owner of any portion of the Common Area, the Association reserves the absolute right to from time-to-time construct additional improvements/structures thereof and/or make alterations thereto; including by way of example, but without limitation, any exercise structures, recreation courts and/or swimming pool facility, bridges, boat docks, ramps, picnic pavilion, hiking trails, for the use and benefit of the Owners and under Association control.

(B) **Recreational Uses:** All Owners and each and every one of any Owner's family members, invitees, guests, and/or licensees using/enjoying the Common Area and/or any of the Improvements now or hereafter situated thereon, for any recreational purposes (including, without limitation, exercising, hiking, biking, boating, jogging) shall do so at their own risk and by such use/enjoyment shall be deemed to accept and assume all risks associated therewith.

(C) **Intent to Run with the Property/Mutuality:** This Declaration shall run with and bind the Property and all of the Lots (as applicable). This Declaration is for the direct mutual and reciprocal benefit of the Declarant and all Owners and their respective successor(s)/assign(s) and shall create mutual equitable servitudes upon and for the Development. This Declaration creates reciprocal rights and obligations between and among the Owners of any Lots and privity of contract and estate between them.

(D) **Successors and Assigns:** This Declaration shall be binding upon and shall benefit Declarant and all Owners and the respective successors and/or assigns of each.

(E) **Acceptance:** By acceptance of any Deed conveying any portion of the Property and/or any Lot, the grantee(s) therein shall be conclusively deemed to have consented and agrees to this Declaration and the Conditions and Restrictions contained herein.

(F) **Duration and Termination:** This Declaration and the Conditions and Restrictions herein shall continue for a term of twenty-one (21) years from the date hereof and,

thereafter, shall automatically be extended for successive periods of ten (10) years each unless and until the Owners shall by affirmative vote of not less than eighty percent (80%) of the voting Owners terminate the same. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Attorney Dustin J. Hatherill, of Geiger Teeple Robinson & McElwee, PLLC, 1844 West State Street, Suite A, Alliance, Ohio 44601.

(G) **Severability**: Invalidation of any of the Conditions and Restrictions or other provisions contained in this Declaration shall in no way affect any other Conditions and Restrictions and/or provisions, which shall remain in full force and effect.

(H) **Interpretation/Construction**: Declarant Developer, and/or Declarant Developer's written designee for such purpose, shall solely and absolutely decide/determine any difference and/or conflict which may arise relative to the interpretation, construction, application and/or meaning of this Declaration, which such decision/determination shall be final and conclusive upon any and all interested parties.

(I) **Declarant Developer's Consent, Determination, Judgment**: Whenever this Declaration contemplates and/or requires the consent, approval, decision, determination and/or judgment of Declarant Developer (or Declarant Developer's successor(s) and/or designee(s)), Declarant Developer (or Declarant Developer's successor(s) and/or designee(s)) may notwithstanding anything contained in this Declaration to the contrary grant/withhold such consent/approval and/or issue such decision, determination or judgment in Declarant Developer's sole and absolute discretion and shall not be subject to any liability/claim therefore or pertaining in any manner whatsoever thereto.

(J) **Headings**: The heading of each Article and of each such paragraph in this Declaration and in the Bylaws is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or the Bylaws or in any way affects this Declaration or the Bylaws.

(K) **Gender**: The use of the masculine gender herein shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(L) **Liberal Interpretation**: The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of the Property as a first-class Planned Community.

(M) **Signature Requirements**: Any requirement for a signature under this Declaration may be satisfied by a digital signature meeting the requirements of Ohio and Federal law.

(N) **Use of New Technology:** Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the unanimous vote of the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained or (3) any payment required to be made, under the Declaration may be accomplished under the most advanced technology available at that time provided such use is generally accepted business practice.

**IN WITNESS WHEREOF**, the Declarant Developer has executed this Declaration as of the Effective Date.

**Ohio Vedic Homes, LLC**

By: \_\_\_\_\_  
**David A. Kidd, Managing Member**

**STATE OF OHIO** :  
: SS  
**COUNTY OF STARK** :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Ohio Vedic Homes, LLC, by David A. Kidd**, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**

**IN WITNESS WHEREOF**, Declarant Kunkle has executed this Declaration as of the Effective Date.

**Amy Kunkle Creative, LLC**

By: \_\_\_\_\_  
**Amy M. Kunkle, Managing Member**

**STATE OF OHIO** :  
: SS  
**COUNTY OF STARK** :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Amy Kunkle Create, LLC, by Amy M. Kunkle, its Managing Member**, who acknowledged that she did sign the foregoing instrument and that the same was her free act and deed individually and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**



**IN WITNESS WHEREOF**, Declarant Fairplay has executed this Declaration as of the Effective Date.

**Fairplay Development, LLC**

By: \_\_\_\_\_  
**Marshall B. Belden, Jr., President**

**STATE OF OHIO** :  
: SS  
**COUNTY OF STARK** :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Fairplay Development, LLC, by Marshall B. Belden, Jr., its President**, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**

**IN WITNESS WHEREOF**, Declarant Feitler has executed this Declaration as of the Effective Date.

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**Suzanna Hull Feitler**

**STATE OF OHIO**               :  
                                      : **SS**  
**COUNTY OF STARK**        :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Suzanna Hull Feitler**, unmarried, who acknowledged that she did sign the foregoing instrument and that the same was her free act and deed individually and the free act and deed.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

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**NOTARY PUBLIC**

**IN WITNESS WHEREOF**, the Association has executed this Declaration as of the Effective Date.

**Lake O' Springs Village Homeowner's Association**

By: \_\_\_\_\_  
**David A. Kidd, Trustee**

By: \_\_\_\_\_  
**Suzanna Hull Feitler, Trustee**

By: \_\_\_\_\_  
**Dean Cobbs, Trustee**

**STATE OF OHIO** :  
: SS  
**COUNTY OF STARK** :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Lake O'Springs Village Homeowner's Association, an Ohio non-profit corporation, by David A. Kidd, its Trustee**, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and the free act and deed of said corporation.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**

STATE OF OHIO :  
: SS  
COUNTY OF STARK :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Lake O'Springs Village Homeowner's Association, an Ohio non-profit corporation, by Suzanna Hull Feitler, its Trustee**, who acknowledged that she did sign the foregoing instrument and that the same was her free act and deed individually and the free act and deed of said corporation.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**

STATE OF OHIO :  
: SS  
COUNTY OF STARK :

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **Lake O'Springs Village Homeowner's Association, an Ohio non-profit corporation, by Dean Cobbs, its Trustee**, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and the free act and deed of said corporation.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and official seal, at \_\_\_\_\_, Ohio, this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**

**EXHIBIT “A-1”**  
**PLAT OF THE DEVELOPMENT**

[See attached]

## EXHIBIT "A-2"

### LEGAL DESCRIPTION OF THE ASSOCIATION TRACT/Common Area

Situated in the Township of Jackson, County of Stark and State of Ohio and known as being parts of the Northwest and Southwest Quarters of Section 14 (T-11, R-9), and being all of the remainder of Tracts 4 and 9 and all of Tract 1 as conveyed to Ohio Vedic Homes, LLC by a deed recorded in Instrument No. 200608070048273, and all of the remainder of a 10.577 acre tract of land as conveyed to Ohio Vedic Homes, LLC by a deed recorded in Instrument No. 201309120045342 of the Stark County Records, more fully bounded and described as follows, to-wit;

Beginning at a 5/8 inch iron bar found the northeast corner of lot 562 in Lake Cable Section "K" (P.B. 24, P. 58) said bar being the true place of beginning for the tract of land herein described;

1. Thence N88°50'58"W along the north lines of lots 562, 563, 564 and 561 in said Lake Cable Section "K" and their extension a distance of 664.04 feet to a point on the west line of said Southwest Quarter of Section 14, said line also being the centerline of Lake O' Springs Ave. N.W., a 60 foot public right-of-way, (Commissioners Journal 25, p.160), passing over a 5/8 inch iron bar with Conery cap found at a distance of 30.00 feet from said centerline;
2. Thence N01°50'07"E along said Quarter Section line and Centerline a distance of 115.19 feet to a point at the southwest corner of Lake O' Springs Village (231310100050241);
3. Thence S88°19'02"E along the south line of lots 8, 9, 10 & 18 in said Lake O' Springs Village a distance of 572.97 feet to a 5/8 inch iron bar with Conery cap found at the southeast corner of said lot 18, passing over a 5/8 inch iron bar with Conery cap found at a distance of 30.00 feet;
4. Thence S22°32'32"E along lot 19 in said Lake O' Springs Village a distance of 62.75 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
5. Thence S41°03'57"E continuing along said lot 19 in said Lake O' Springs Village a distance of 36.46 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
6. Thence N66°28'15"E continuing along said lot 19 in said Lake O' Springs Village a distance of 92.61 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
7. Thence N77°23'26"E continuing along said lot 19 in said Lake O' Springs Village a distance of 113.51 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
8. Thence N01°40'06"E continuing along said lot 19 in said Lake O' Springs Village a distance of 58.30 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
9. Thence N29°39'36"W continuing along said lot 19 in said Lake O' Springs Village a distance of 62.47 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;

10. Thence N03°35'08"E continuing along said lot 19 and the east line of lot 20 in said Lake O' Springs Village a distance of 175.69 feet to a 5/8 inch iron bar with Conery cap found at the southeast corner of lot 21 said Lake O' Springs Village;
11. Thence N07°14'55"E along said lot 21 in said Lake O' Springs Village a distance of 113.49 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
12. Thence N89°19'02"W continuing along the north line of said said lot 21 in said Lake O' Springs Village a distance of 155.52 feet to a 5/8 inch iron bar with Conery cap found on the east line of Springlake Rd. N.W., a 50 foot dedicated right-of-way, (201310100050241);
13. Thence N08°21'03"E along the east line of said Springlake Rd. N.W., a distance of 182.03 feet to a 5/8 inch iron bar with Conery cap found at the southwest corner of lot 22 said Lake O' Springs Village;
14. Thence S89°19'2"E along said lot 22 in said Lake O' Springs Village a distance of 165.28 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
15. Thence N00°37'00"E continuing along said lot 22 in said Lake O' Springs Village a distance of 103.52 feet to a 5/8 inch iron bar with Conery cap found at the southeast corner of lot 23 said Lake O'Springs Village;
16. Thence N01°48'56"W along said lot 23 in said Lake O' Springs Village a distance of 117.07 feet to a 5/8 inch iron bar with Conery cap found at the southeast corner of lot 24 said Lake O'Springs Village;
17. Thence N07°44'10"E along said lot 24 in said Lake O' Springs Village a distance of 112.84 feet to a 5/8 inch iron bar with Conery cap found at the southeast corner of lot 25 said Lake O'Springs Village;
18. Thence N09°10'19"W along said lot 25 in said Lake O' Springs Village a distance of 93.90 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
19. Thence N70°53'04"W continuing along said lot 25 in said Lake O' Springs Village a distance of 96.35 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
20. Thence N89°19'02"W continuing along said lot 25 in said Lake O' Springs Village a distance of 45.23 feet to a 5/8 inch iron bar with Conery cap found on the east line of said Springlake Rd.;
21. Thence N01°40'06"E along the east line of said Springlake Rd. N.W., a distance of 71.61 feet to a 5/8 inch iron bar with Conery cap found at a corner of said Springlake Rd. N.W.;
22. Thence N88°19'54"W along said Springlake Rd. N.W., a distance of 20.00 feet to a 5/8 inch iron bar with Conery cap found on the east line of Springlake Rd. N.W., a 30 foot dedicated right-of-way, (P.B.34, P.208);

23. Thence N01°40'06"E along the east line of said Springlake Rd. N.W., a distance of 81.20 feet to a 5/8 inch iron bar with Conery cap found at the southwest corner of lot 1 in Braucher House Allotment, (201103210011274);
24. Thence S89°19'02"E along said lot 1 in said Braucher House Allotment a distance of 102.15 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot;
25. Thence N00°40'58"E along said lot 1 in said Braucher House Allotment a distance of 132.82 feet to a 5/8 inch iron bar with Conery cap found at a corner of a tract of land now or formerly owned by Wildlife Habitat Conservancy, Inc. (200812090052527);
26. Thence S52°48'38"E along said Wildlife Habitat Conservancy tract a distance of 130.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of another tract of land now or formerly owned by Wildlife Habitat Conservancy, Inc. (200808130036470);
27. Thence N79°44'47"E along said Wildlife Habitat Conservancy tract a distance of 347.99 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
28. Thence N22°42'47"E along said Wildlife Habitat Conservancy tract a distance of 201.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of another tract of land now or formerly owned by Wildlife Habitat Conservancy, Inc. (200812090052528);
29. Thence S70°24'59"E along said Wildlife Habitat Conservancy tract a distance of 156.74 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
30. Thence S47°18'05"E along said Wildlife Habitat Conservancy tract a distance of 154.91 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
31. Thence N75°51'29"E along said Wildlife Habitat Conservancy tract a distance of 66.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of a tract of land now or formerly owned by Federal National Mortgage Association, (201309060044643);
32. Thence S01°40'38"W along said Federal National Mortgage Association tract a distance of 50.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
33. Thence S88°24'21"E along said Federal National Mortgage Association tract a distance of 80.00 feet to a 5/8 inch iron bar with Conery cap found on the west line of lot 326 in Lake O' Springs No. 4, (P.B.14, P.125);
34. Thence S01°40'38"W along said lot 326 and the west line of lots 332 and 338 in said Lake O' Springs No. 4, a distance of 203.55 feet to a 5/8 inch iron bar with Conery cap found at the southwest corner of said lot 338;
35. Thence S88°24'21"E along the south line of said lot 338 a distance of 40.00 feet to a 5/8 inch iron bar with Conery cap found at the southeast corner of said lot 338;



36. Thence S01°38'27"W a distance of 24.00 feet to a 5/8 inch iron bar with Conery cap found at the northwest corner of lot 344 in said Lake O' Springs No. 4, said point also being the north east corner of a tract of land now or formerly owned by R. L. Hawkins and D. Nackowiz, (201209070040617);
37. Thence S46°37'03"W along said Hawkins and Nackowiz tract a distance of 28.30 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
38. Thence S01°38'27"W continuing along said Hawkins and Nackowiz tract a distance of 120.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
39. Thence S43°23'21"E continuing along said Hawkins and Nackowiz tract a distance of 28.27 feet to a mag nail found at a the southwest corner of lot 349 in said Lake O' Springs No. 4;
40. Thence S88°25'09"E along the south line of said lot 349, and the south lines of lots 350, 351 and 352 a distance of 139.75 feet to a 5/8 inch iron bar with Conery cap found;
41. Thence S01°40'38"W a distance of 24.00 feet to a 5/8 inch iron bar with Conery cap found at the northwest corner of lot 354 in said Lake O' Springs No. 4, said point also being the north east corner of a tract of land now or formerly owned by G. N. Muir and K. L. Wuske, (201210310050124);
42. Thence N88°25'09"W along said Muir and Wuske tract a distance of 30.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
43. Thence S14°20'13"W along said Muir and Wuske tract a distance of 57.43 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
44. Thence S59°00'03"E continuing along said Muir and Wuske tract a distance of 48.84 feet to a 5/8 inch iron bar with Conery cap found at a the southwest corner of said lot 354 in said Lake O' Springs No. 4;
45. Thence S88°25'09"E along the south line of said lot 354, and the south line of lot 355, 351 and the south line of Springlake Rd. N.W. a distance of 91.07 feet to a 5/8 inch iron bar with Conery cap found;
46. Thence N01°41'41"E along the east line of said Springlake Rd. N.W., a distance of 42.75 feet to a 5/8 inch iron bar with Conery cap found at a corner of lot 634 in Lake Cable Section "L", (P.B.24, P.88);
47. Thence S43°05'08"E along the west line of said lot 634 and part of lot 633 in said Lake Cable Section "L", a distance of 70.87 feet to a 3/4 inch iron bar found at a corner of said lot 633;

48. Thence S01°41'01"W along the west lines of lots 633, 632, 631, 630, 629, 628 and 627 in said Lake Cable Section "L", a distance of 390.03 feet to a 5/8 inch iron bar with Conery cap found at a corner of said lot 627;
49. Thence S44°23'46"W along the west lines of lots 627 and 626 in said Lake Cable Section "L", a distance of 73.71 feet to a 3/4 inch iron bar found at a corner of said lot 626;
50. Thence S01°41'41"W along the west lines of lots 626, 625 and 624 in said Lake Cable Section "L", a distance of 159.21 feet to a 1/2 inch iron pipe in concrete found at a corner of said lot 624; said pipe being on the north line of lot 781 in Lake Cable Section "S", (P.B.27, P.28), said line also being the north line of said Southwest Quarter of Section 14;
51. Thence N88°14'28"W along the north line of said lot 781 and said Quarter Section line a distance of 113.68 feet to a 5/8 inch iron bar with Conery cap found at a corner of a tract of land now or formerly owned by C. R. Minor and C. Wray, (201305170024572);
52. Thence N01°45'32"E along said Minor and Wray tract a distance of 40.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
53. Thence N82°49'42"W along said Minor and Wray tract a distance of 100.04 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
54. Thence S64°22'06"W along said Minor and Wray tract a distance of 107.46 feet to a 5/8 inch iron bar with Conery cap found at the northeast corner of a 0.194 acre tract of land now or formerly owned by the East Ohio Gas Co., said point also being on said Quarter Section line;
55. Thence N88°14'28"W along the north line of said East Ohio Gas Co. tract and said Quarter Section line a distance of 40.00 feet to a 5/8 inch iron bar with Conery cap found at a corner of said tract;
56. Thence S50°23'26"W along the northwesterly line of said East Ohio Gas Co. tract a distance of 100.68 feet to a 1/2 inch iron pipe found at the northernmost corner of a 0.573 acre tract of land now or formerly owned by K. & M.L. Robeson, (200304180035638);
57. Thence S53°00'37"W along the northwesterly line of said Robeson tract a distance of 15.49 feet to a 3/4 inch iron pipe found at a corner of said Robeson tract;
58. Thence S15°03'09"W along the westerly line of said Robeson tract a distance of 170.71 feet to a 5/8 inch iron bar found on the north line of a 0.25 acre tract now or formerly owned by said K. & M.L. Robeson;
59. Thence N71°06'36"W along the north line of said Robeson tract a distance of 56.54 feet to a 3/4 inch iron pipe found at a corner of said Robeson tract;

60. Thence S05°05'36"E along the west line of said Robeson tract a distance of 66.43 feet to a 5/8 inch iron bar found on the north line of West Boulevard N.W., a 60 foot dedicated right-of-way;

61. Thence N86°26'49"W along the north line of said West Boulevard a distance of 481.00 feet to a 5/8 inch iron bar with Conery cap found at a point of curvature;

62. Thence along the north line of said West Boulevard on a curve to the left having a central angle of 15°45'38", a radius of 751.43 feet, a tangent of 104.01 feet, a chord of 206.05 feet and a chord bearing of S85°40'23"W, an arc distance of 206.70 feet to a 5/8 inch iron bar with Conery cap found at a point of compound curvature;

63. Thence continuing along the north line of said West Boulevard on a curve to the left having a central angle of 06°57'09", a radius of 756.87 feet, a tangent of 45.98 feet, a chord of 91.79 feet and a chord bearing of S74°18'59"W, an arc distance of 91.84 feet to the true place of beginning.

The above described tract of land contains 35.020 acres of land, 28.556 acres being in the Northwest Quarter of said Section 14 and 6.464 acres being in the Southwest Quarter of said Section 14, of which 0.079 of an acre is in the present road right-of-way as surveyed by Bruce D. Conery, P.S. no 6499 of Buckeye Surveying Services, Inc. of North Canton, Ohio, in June of 2014.

Subject to 30 feet off the entire west end for right-of-way for Lake O' Springs Ave.

Also subject to all legal highways, easements, leases and restrictions of record.

Basis of Bearings: Grid North, Ohio North Zone

**EXHIBIT “B”**

**BYLAWS OF THE LAKE O’ SPRINGS VILLAGE**  
**HOMEOWNER’S ASSOCIATION**

[See attached]

