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DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR  
THE VILLAS AT STONEHEDGE, PHASE 2  
PLAIN TOWNSHIP, STARK COUNTY, OHIO

BEING DEVELOPED BY:

ROBERT P. AND NANCY J. LEACH  
 and  
 REGAL CONSTRUCTION CO.  
 7239 Wales Ave. N.W.  
 North Canton, Ohio 44720  
 (330) 966-1197

This instrument prepared by:

Regal Construction Co.  
 7239 Wales Ave. N.W.  
 North Canton, Ohio 44720  
 (330) 966-1197

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RECORDED THIS DATE  
 CHRIS THOMAS  
 STARK COUNTY RECORDER  
 2000 OCT 26 AM 11:57  
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DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
THE VILLAS AT STONEHEDGE, PHASE 2

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by ROBERT P. and NANCY J. LEACH, husband and wife, and REGAL CONSTRUCTION CO., a corporation duly incorporated and existing under the laws of the State of Ohio (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of real property situated in Southwest Quarter, Section 10, Plain Township, Stark County, Ohio, and being further described as follows: Lots Nos. 82 through 92 and 96 through 114 of Stonehedge Development No. 6 (the "Property"); and

WHEREAS, Declarant intends to subject the Property to the terms of the covenants, conditions, easements and restrictions set forth herein for the purpose of establishing a common scheme for the betterment and development of the Property, to provide for a consistent and uniform appearance, maintenance and use thereof.

NOW, THEREFORE, Declarant declares the Property shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, "Covenants and Restrictions") provided in this Declaration, which covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all persons having any right, title or interest in and to any and all parts of the Property, and their respective heirs, personal representatives, successors and assigns, all or any portion of the Property to be hereafter conveyed subject to such Covenants and Restrictions.

ARTICLE I

DEFINITIONS

1. "ARCHITECTURAL CONTROL COMMITTEE". A Committee comprised of Lot Owners in The Villas at Stonehedge, Phase 2 responsible for review and approval of all plans, drawings and specifications for building and/or exterior improvements or modifications, including color and location of buildings and/or any appurtenant improvements.

2. "ASSESSMENTS". A Lot Owner's share of costs incurred in connection with maintenance, repair and upkeep services performed by the Association set forth in ARTICLE V below, together with other charges and/or Special Assessments which from time to time may be levied by the Board and required to be paid by Lot Owners. Such Assessments shall include any late charges or interest accruing on any unpaid Assessments as set forth below.

3. "ASSOCIATION". The Villas at Stonehedge, Phase 2 Owners Association, which is a not-for-profit corporation, created for the purpose of managing and operating The Villas at Stonehedge, Phase 2 Property and supervising the maintenance, repair and upkeep of the Common Area thereof, and enforcing the Covenants and Restrictions set forth herein.

4. "BOARD" and/or "BOARD OF MANAGERS". Those Lot Owners who, as a group, serve as members of the Board of Managers of The Villas at Stonehedge, Phase 2 Owners Association pursuant to the terms hereof.

5. "BY-LAWS". The By-Laws of the Association governing the manner in which the Association shall conduct business, as the same may be amended from time to time.

6. "COMMON AREAS". Those portions of The Villas at Stonehedge, Phase 2 Property which are specifically defined as follows: Individual driveways, walkways, front steps and landings servicing homes on The Villas at Stonehedge, Phase 2 Property, front, rear and side yard areas located on The Villas at Stonehedge, Phase 2 Property, entrance sign, fencing located upon The Villas at Stonehedge, Phase 2 Property by Declarant, all trees, shrubs and plantings located upon The Villas at Stonehedge, Phase 2 Property by Declarant and such other plantings as may be approved by Declarant and/or thereafter by the Architectural Control Committee.

7. "COMMON ASSESSMENTS". Assessments charged equally against all Lot Owners covering costs of all Common Area maintenance, repairs and upkeep, including reasonable reserves, as may be found to be necessary and appropriate by the Board, pursuant hereto.

8. "DECLARANT". Robert P. and Nancy J. Leach and Regal Construction Co. and their successors and assigns, which are specifically designated in writing by Declarant as succeeding to Declarant's rights hereunder.

9. "DECLARATION". This document, as it may be amended from time to time, which subjects The Villas at Stonehedge, Phase 2 Property to the Covenants, Easements and Restrictions set forth herein.

10. "LOTS". All or any portion of Lots Numbered 81 through 92 and 96 through 114 in Stonehedge Development No 6.

11. "LOT OWNER(S)" and/or "OWNER(S)". Such person or persons owning fee simple interest in a Lot or a portion of a Lot upon which a free-standing residence is or may be located, including Declarant with respect to any unsold dwelling unit, each of such Owners also be a "Member" of the Association. If a Lot or residence is sold under a Land Installment Contract, the purchaser, vendee, rather than the fee owner, will be considered the Lot Owner.

12. "MANAGER" and "MANAGERS". Any person, or those persons, serving, at the time pertinent, in the capacity of a Member of the Board of Managers of the Association, as defined herein.

13. "OCCUPANT". Any person or persons in possession of a residence, regardless of whether that person is an Owner.

14. "PERSON". Any natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

15. "PROPERTY", "THE VILLAS AT STONEHEDGE, PHASE 2 PROPERTY" and/or "THE VILLAS AT STONEHEDGE, PHASE 2". All or any portion of the Lots and adjacent acreage referenced above.

16. "RULES AND REGULATIONS". Rules and regulations governing the administration of the Association and/or the use, maintenance and upkeep of the Property adopted by the Board from time to time.

17. "SPECIAL ASSESSMENTS". Any costs, expenses or charges, excluding Common Area Assessments, which the Association or the Board shall charge against an Owner pursuant to the terms hereof, for specific services rendered on behalf of the Owner and/or as a result of the Owner's specific activities or omissions.

## ARTICLE II

### THE VILLAS AT STONEHEDGE, PHASE 2 OWNERS ASSOCIATION

1. **Existence.** The Association is an Ohio not-for-profit corporation. The association is not a condominium association or a unit owner association as defined in the Ohio Revised Code Chapter 55311, as the same may be amended from time to time.

2. **Membership.**

A. Every Lot Owner, as defined above, shall be deemed to have a membership in the Association. No Lot Owner, whether one or more person, shall have more than (1) membership for Lot owned.

B. Membership shall terminate upon the conveyance, transfer or assignment of record by a Lot Owner of his or her ownership interest, at which time the new Lot Owner shall immediately and automatically become a Member of the Association.

3. **Voting Rights.** Each Member shall be entitled to cast one vote for each Lot owned by the Member. If a Lot is owned of record by two or more persons, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or otherwise in a form of joint or common ownership, then, unless the instrument or order appointing or creating such tenancy provides otherwise, such Owners shall select one official representative to qualify for voting and shall notify the Secretary of the Association of the name or such individual. The vote of such individual shall be considered to represent the will of all Owners of the Lot.

4. **Board and Officers of the Association.** The Board of Managers initially shall be those three persons named as the initial Board pursuant to the provisions of the Articles of Incorporation of the Association, with such other person or persons as may from time to time be substituted by Declarant.

The Declarant shall continue to control appointments to the Board of Managers until such time as 25 Lots have been sold and are not owned by Declarant. Within thirty (30) days after the sale of such tenth Lot, the then Owners, including the Declarant with respect to any unsold Lots, shall elect three (3) Lot Owners to serve as the Board of Managers. The terms of such Managers shall be three (3) years, two (2) years and one (1) year, respectively, starting with the Manger receiving the most votes having a three-year term, the Manger receiving the second most votes having a two-year term, and the Manger receiving the third most votes having a single-year term. Thereafter, one Board Member shall be elected each year for a three-year term. As noted above, in such elections, each Lot Owner shall be entitled to cast one vote for each Lot owned. There shall be no cumulative voting.

#### 5. Responsibilities of the Association.

A. Maintenance and Repairs. The Association shall be responsible for maintenance and necessary repair or replacement of certain portions, but not all, of the Common Areas. The Association's maintenance and repair responsibilities shall be as follows:

- i. Maintenance, care and replacement of trees and/or shrubs planted by Declarant upon The Villas of Stonehedge, Phase 2 Property, lawn mowing and fertilizing, and trimming of plants, shrubberies, and other growth planted by Declarant; provided, however, that, if necessary, lawn and plant watering shall be the individual Lot Owner's responsibility;
- ii. Although Association shall not be responsible for maintenance, repair or replacement of private driveways leading to a residence, walkways, front steps and/or landings, the same being the individual Lot Owner's responsibility, the Association shall provide snow and ice removal from such private driveways, walkways, front steps and landings. Such snow and ice removal services shall be provided at intervals and at such times as the Board shall reasonably determine; and
- iii. The Association shall not be responsible for maintenance of the interior and/or the exterior of any residence located upon the Property, or for any improvements on other portions of The Villas at Stonehedge, Phase 2 Property not listed above, the same being solely the responsibility of the individual Lot Owner.

B. Management. The Association shall establish and maintain such policies, programs, rules, regulations and procedures to fully implement this Declaration for the purposes set forth herein and for the benefit of all Members, and in so doing, may, but shall not be required to:

- i. Adopt reasonable rules and regulations regarding the use, maintenance, upkeep and modification to The Villas of Stonehedge, Phase 2 Property and/or any improvements thereon;
- ii. Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;

- iii. Delegate all or any portion of its authority and responsibilities to a manager, managing agent, and/or management company, evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for payment to a managing agent of reasonable compensation. Such compensation shall be charged to Lot Owners as a part of the Common Assessments referenced above. Such management agreement may be with an entity owned by or association with Declarant or owned by, associated with, or controlled or employed by any shareholder, officer, director, agent or employee of Declarant; provided, however, that if any such management agreement is executed by Declarant, then the term thereof shall not exceed one (1) year, unless approved by a majority of the Lot Owners after all of the Lots at The Villas at Stonehedge, Phase 2 have been sold;
- iv. Obtain public liability insurance covering the Association and its Members insuring against any and all damage or injury caused by the negligence of the Association or any of its Members in connection with any act or omission involving the maintenance, repair and/or replacement of the Common Areas. At the election of the Board, the Association shall also obtain directors, managers and officers liability coverage in an amount deemed to be reasonable by the Board and/or by a majority of the Members at a duly called and noticed meeting;
- v. The Association shall have the authority to make, determine, levy and collect Assessments, both Common Assessments and Special Assessments, where appropriate, from Lot Owners, which Common Assessments shall be assessed equally to each Owner of a Lot in connection with costs incurred by the Association for management, repair, maintenance, upkeep and, if necessary, replacement of any or all portions of the Common Area which are the responsibility of the Association hereunder; and further for the cost of requiring and/or maintaining any and all insurance coverage referenced herein, or required by the Association in its best business judgment. The Association shall have such rights in connection with the collection of such Assessments, including lien rights and the right to suspend and/or terminate any and all voting rights of a Lot Owner for failure to pay such Assessments in a timely manner, as such rights are set forth hereinbelow; and
- vi. The Association shall perform and carry out all duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration, as the same may be conducted by a corporation under the laws of the State of Ohio.

6. Bylaws. The Association shall conduct its business, and the Board of Directors shall take action in accordance with the By-Laws of The Villas at Stonehedge, Phase 2 Owners Association as the same may be amended from time to time.

**ARTICLE III**  
**COVENANTS AND RESTRICTIONS**

The intent of this Declaration is to cause The Villas at Stonehedge, Phase 2 Property to be kept and maintained as a high-quality residential development. The Covenants and Restrictions contained herein shall be applicable to the Lot Owners, any lessees, tenants and/or Occupants of The Villas at Stonehedge, Phase 2 Property. The following Covenants and Restrictions shall supplement and be in addition to any and all restrictive covenants applicable to Stonehedge Development No. 6, and as such restrictions contained herein are more restrictive or limiting than Stonehedge Development, Phase III Allotment Restrictions, then the same herein shall be enforceable. However, it is not Declarant's intention that any Restrictions contained herein conflict with and/or supersede those imposed upon Lots located with the Stonehedge Development No. 6, and all Lot Owners are and shall be subject to and shall comply with all applicable Stonehedge Development No. 6 restrictive covenants, conditions and restrictions, as the same may be amended from time to time.

**1. Approval of Building Plans and Standards.**

A. Each Lot shall be used only for private, single-family residential purposes and only one single-family residence with one attached two-car garage shall be constructed or permitted to remain on any one Lot, unless the same is subdivided by Declarant for such purposes. Each residence shall maintain front, side, and rear setbacks as prescribed by all applicable zoning laws. Stonehedge Development No. 6 Restrictions and by the Declarant hereunder.

B. Prior to commencing construction upon The Villas at Stonehedge, Phase 2 Property, an Owner must first submit all plans, drawings and specifications for the residence to Declarant for approval, which approval may be withheld at the discretion of Declarant. Any such residence must be consistent with and compatible to existing residences located upon the Property with regard to quality of construction, materials used therein, style and design of the residence, use of exterior siding and/or masonry, color, slope and roof lines and otherwise aesthetically consistent with existing structures at or on the Property. All private driveways, walkways, stoops and landings shall be cement, and the location thereof subject to Declarant's approval. Landscaping plans and/or designs are likewise subject to prior approval of Declarant. Plans and specifications submitted to Declarant for approval shall include, but not be limited to, plans, working drawings, all elevations and specifications, including plot plan showing the location of the buildings and structures, driveways, Property lines and setbacks. No alteration in the exterior appearance of any residence shall be made without Declarant's approval. Declarant shall have ten (10) working days after receipt of all required plans, drawings and specifications to review, approve, reject or modify the same. Failure of Declarant to respond to Lot Owner within such time period will constitute rejection of the plans and shall require re-submittal and approval prior to commencement of construction.

C. All garages must be attached to the residence. No carports or exterior or disconnected storage areas shall be permitted.

D. No fence or other device installed for the purpose of separating Lots shall be maintained on any Lot, unless the same has been approved by Declarant. This restriction, however, excludes any

perimeter fencing installed or to be installed upon The Villas at Stonehedge, Phase 2 Property by Declarant as or The Villas at Stonehedge, Phase 2 Owners Association as a buffer from adjacent properties.

E. After approval of plans and specifications by Declarant herein, construction shall be commenced not later than six (6) months after a Lot is acquired by Owner and such construction shall be completed not later than eighteen (18) months after commencement of the same. Each Owner shall have his Lot fully landscaped within nine (9) months after taking possession of a residence. All driveways shall likewise be completed not less than nine (9) months after Owner takes possession of the residence.

F. Each Owner shall be responsible for grading and surface drainage so that surface run-off will not adversely affect adjoining Lots or other properties and all residences shall be provided with gutters and downspouts.

G. No awnings, canopies and shutters shall be permitted or fixed to the exterior of the residence unless the same are approved by Declarant.

H. No accessory structures, such as decks, privacy fences, playhouses, tool sheds, dog houses, dog runs, antennas, transmitters, satellite dishes, or other receivers or other communication devices, sculptures, bird baths, fountain, or like decorative items shall be located upon a Lot or any other portion of The Villas at Stonehedge, Phase 2 Property without Declarant's prior written approval. Although a flag pole for the display of the American flag will be permitted, subject to approval of Declarant as to size, location and color, no flag pole shall be used as an antenna.

2. **Maintenance of Improvements.** Each Lot Owner shall keep and maintain the residence, driveway, walkway and all other improvements upon his or her Lot or portion thereof, not to be maintained and/or repaired by the Association, in clean and safe condition and in good order and repair, and shall maintain the appearance thereof in a good condition consistent with other improvements located upon The Villas at Stonehedge, Phase 2 Property, and in a manner and with such frequency as is consistent with good property management.

3. **Lot Uses.** Each Lot, or portion thereof improved by a residence, is to be utilized for residential purposes only, and should not be utilized for transient and/or hotel purposes, or otherwise utilized in connection with leasing activities involving leases having a term which are less than 12 months. No Owner shall carry on, or permit to be carried on, any trade, business or profession which can be perceived in any manner by any person not physically present on the Lot upon which such trade, business or profession is being carried on. This provision shall, however, not preclude the location of a home office and/or library within a residence upon the Property.

4. **Laundry and Rubbish.** No Owner shall permit clothes, sheets, laundry or any other articles to be hung out or exposed on any part of The Villas at Stonehedge, Phase 2 Property and all Lots and/or any and all other portions of The Villas at Stonehedge, Phase 2 Property shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage and other rubbish shall be deposited only in accordance with the rules and regulations for weekly pickup by a refuse collection company selected by the Association. Such refuse collection fees, however, shall not be a part of the Common Area Assessments and shall be paid separately by each Lot Owner.

5. **Exterior Appearance.** Nothing shall be caused or permitted to be hung or displayed on the outside of windows (other than curtains, drapes or other customary window coverings, which shall not adversely affect, in the opinion of Declarant or thereafter the Board or the Architectural Control Committee, the exterior appearance of a residence) or placed on the outside walls of a residence or building or otherwise placed or displayed outside of a residence, building or any part thereof, and no sign, awning, canopy, shutter or television antenna or transmitter or other device or ornament shall be affixed to or placed upon the exterior walls or roof of a residence or building or any part thereof, nor shall any alterations of any type, including painting or other decorating activities be permitted to the exterior walls or roof of a residence building or any part thereof, unless authorized by the Declarant and thereafter by the Board or the Architectural Control Committee.

6. **Nuisances.** No loud, noxious or offensive activity shall be carried on, caused or permitted on any Lot, in any residence, or on any other portion of The Villas at Stonehedge, Phase 2 Property, nor shall any residence, Lot or other portion of The Villas at Stonehedge, Phase 2 Property be used in any way or for any purpose which may endanger the health of or reasonably disturb any Lot Owner and/or Occupant or otherwise result in an unsafe condition, or affect or cause casualty and/or liability insurance to lapse and/or to have the cost thereof increase.

7. **Vehicles.** Parking and storage of vehicles shall be subject to reasonable rules and regulations promulgated by the Association, which shall include, but not be limited to, the following:

- A. Subject to other restrictions set forth herein and/or otherwise established by the Board, no trucks (other than two-axle trucks with no more than four tires) shall be parked in front of any Lot or residence except in an enclosed structure, and further except as is necessary for moving in and/or relocating from the Property.
- B. No Owner shall make repairs to a vehicle of any kind in front of or on any Lot or other portion of the Property except in an enclosed structure;
- C. All cars and/or other vehicles must be parked in a garage space or in the driveway directly in front of such garage or in any other spaces specifically provided for parking, if any.
- D. No boats, trailers or other recreational vehicles, or inoperable vehicles or trucks may be stored on any Lot, or on any other portion of the Villas at Stonehedge, Phase 2 Property unless within a garage, except as may be necessary for a limited period of time, not to exceed two (2) days during any given month, as is necessary to provide for transportation of such vehicle to an appropriate storage facility off of The Villas at Stonehedge, Phase 2 Property.

8. **Animals.** Except as provided herein, no animals shall be permitted on The Villas at Stonehedge, Phase 2 Property, and under no circumstances shall animals be raised, bred, or kept upon The Villas at Stonehedge, Phase 2 or within any residence for commercial purposes. Notwithstanding the foregoing, not more than two (2) household domestic pets, no bred or maintained for commercial purposes may be maintained in a residence, provided that:

- A. No dogs or other domestic pets shall be permitted in any portion of The Villas at Stonehedge Property except on a leash maintained by a responsible person. Invisible fences may be permitted within an individual lot line, in lieu of a leash.
- B. Animals permitted upon The Villas at Stonehedge, Phase 2 Property shall be subject to rules and regulations promulgated by the Board from time to time, which may include limitations as to the size and number of pets and may include the right to fine Owners or occupants who do not clean up after their pets or who otherwise violate applicable rules and regulations; and
- C. The right of a Lot Owner or Occupant to maintain a pet shall be subject to termination if the Board reasonably determines that maintenance of the animal constitutes a nuisance or if the Lot Owner is in violation of rules and regulations governing such pet ownership.

9. **Additions and Modifications to Property and Landscaping.** No additions or alterations may be made to the exterior of a residence, or to the landscaping and/or plantings upon the Villas at Stonehedge, Phase 2 Property by any Owner without first obtaining the prior written consent of the Declarant or thereafter by the Architectural Control Committee or, if appropriate, a landscape control committee. Upon receipt of approval of any such additional plantings and/or modifications to the landscape plan of a Lot or other portion of The Villas at Stonehedge, Phase 2 Property, the subsequent maintenance and care thereof shall become a part of the Association's responsibility, and if appropriate, the Association may elect to levy a Special Assessment upon a Lot Owner, in order to cover additional costs incurred as a result of such landscape additions and/or modifications.

10. **Storage Prohibited.** No Owner shall utilize any space located beneath any decks and/or elevated terraces, or otherwise utilize any exterior space for storage or personal property, trash and/or waste, unless such area is shielded from public view. Further, no Owner shall allow trash or garbage to accumulate on any premises except in containers to be emptied in accordance herewith, and such containers shall be kept in the rear of the premises.

11. **Conveyance.** Any conveyance by a Lot Owner of the fee simple title ownership of such Lot, and/or permitted lease thereof, shall be subject to the terms, conditions, easements and rights or way and rules and regulations set forth herein and/or referenced hereby. The right of a Lot Owner to sell, transfer or otherwise convey a Lot and/or any residence thereon is not subject to any right of first refusal or similar restriction, and any Lot Owner may transfer a Lot and any residence thereon free of any limitations. To enable the Association to maintain accurate records of the names and addresses of Lot Owners, each Lot Owner agrees to notify the Board, in writing, within five (5) days after an interest in a Lot has been transferred to another person. In addition, each Lot Owner agrees to provide to purchaser, a copy of this Declaration and all effective rules and regulations.

12. **Arbitration.** In the event of any dispute between Lot Owners as to the application of these Restrictions or any rule or regulation to any particular circumstance, the Owner claimed to be aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within thirty (30) days thereafter and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the

dispute that the Board deems proper and shall render a written decision of the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

13. **Declarant's Right of Approval.** Declarant's right to approve of or reject all plans and specifications prior to construction and to approve of or reject proposed modifications to any residence or other improvements upon The Villas at Stonehedge, Phase 2 Property shall continue until such time as Declarant no longer holds any interest in any portion of The Villas at Stonehedge, Phase 2 Property. After such final conveyance, such approval rights shall be held by the Architectural Control Committee or, at the Board's discretion, in such other committee(s) as the Board should reasonable determine.

#### ARTICLE IV

##### INSURANCE

1. **Fire and Extended Coverage Insurance.** Each Lot Owner shall be solely responsible for obtaining and maintaining fire and extended coverage insurance upon the Lot Owner's residence and any and all improvements upon the Lot Owner's Lot or Lots upon The Villas at Stonehedge, Phase 2 Property. Each Lot Owner is responsible for maintaining contents coverage with respect to any and all personal property, fixtures, equipment and/or assets located on and/or utilized upon The Villas at Stonehedge, Phase 2 Property.

2. **Insurance to be Covered by Association.** The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the Board of Managers, the Lot Owners and occupants, such insurance to be with such limits as the Board may determine (provided, that such coverage shall be for at least \$300,000 per occurrence, for personal injury and/or property damage) covering claims for personal injury and/or property damage, or otherwise arising from Association activities, acts or omissions in connection with the maintenance, upkeep, repair and/or replacement obligations of the Association hereunder. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner or Occupant because of negligent acts of the Association, the Board or other Lot Owners or Occupants. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance and such other insurance as the Board may determine. Finally, at the Board's election, fidelity bond coverage against dishonest acts on the part of Managers, officers, employees, agents or volunteers responsible for handling funds belonging to or administered by the Association may be obtained in amounts deemed reasonable by the Board.

#### ARTICLE V

##### ASSESSMENTS

As used herein, Assessments shall mean all the costs and expenses incurred by the Association in the exercise of its obligations hereunder, including, without limitation:

1. All expenditures required to fulfill the responsibilities of the Association;
2. All amounts incurred to fulfill the responsibilities of the Association;
3. Reasonable reserves for uncollectible Assessments, unanticipated expenses and contingencies;
4. Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Each Lot Owner shall be responsible for paying an equal share of Common Assessments. Payment of such Owner's share of Assessments shall commence on the date that an Owner, other than a Declarant, acquires title to a Lot. No Lot Owner may exempt himself or herself from liability for Assessments levied against such Lot Owner by waiver of use of any portion of the Property or other amenities or facilities located upon The Villas of Stonehedge, Phase 2 Property. Likewise, failure and/or refusal to build a residence upon a Lot shall not result in a Lot Owner's being released from liability for payment of Assessments.

**ARTICLE VI**

**ELEMENTS, APPORTIONMENT AND DUE DATES OF ASSESSMENTS**

**I. Common Assessments.**

(A) At the time of the filing of this Declaration, the Declarant shall, and thereafter the Board shall, prior to the beginning of each fiscal year of the Association, estimate and prorate among the Lots, common expenses of the Association, consisting of the following:

- i. the estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- ii. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- iii. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Declarant and/or by the Board;
- iv. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, if to be provided, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and any other costs constituting common expenses not otherwise herein specifically excluded.

(B) The Declarant and/or the Board shall thereupon allocate to each Lot Owner an equal one-twelfth (1/12) share of all of these items, each of the twelve (12) Lots and residences equally sharing the

annual operating expenses of the Association. For administrative convenience, such assessments may be rounded to the nearest whole dollar.

(C) The Common Assessment shall be payable in advance annually or in such periodic installments (monthly, quarterly, etc.) and shall have such due dates, as the Declarant and/or the Board shall determine.

(D) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Declarant and/or the Board among the Lots on the same basis as heretofore set forth.

(E) If the assessment collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid to the reserve applicable to that type of expense, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot Owners.

2. Special Assessments. There may be levied a Special Assessment against an individual Lot Owner to reimburse the Association for those costs incurred in connection with that Lot and/or Lot Owner properly chargeable by the terms hereof to that Lot Owner (such as, but not limited to, the cost of insurance premiums separately billed to a Lot Owner, and a Lot Owner's enforcement and arbitration charges). Any such assessment shall become due and payable as soon as such expenses are incurred.

3. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Declarant and/or the Board to the Lot Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Lot Owner's Lot shall constitute notice to that Lot Owner, unless the Lot Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to the last designated address shall constitute notice to that Lot Owner.

4. Effect of Non-payment of Assessment; Remedies of the Association.

(i) If any Assessment or any installment of any Assessment is not paid within then (10) days after the same has become 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 eight percent (8%) per annum.

(ii) Common Assessments and Special Assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such Assessment is made.

(iii) At any time after an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the entire unpaid balance of that Assessment, interest and costs, may be filed with the Stark County Recorder at the option of the Board. The certificate shall contain a description of the Lot against which the lien exists, the name or names of

the record Owner or Owners thereof, and the amount of the unpaid portion of the Assessments, and shall be signed by the president of the Association. If the president is the defaulting Owner, then any officer of the Association may sign the certificate on behalf of the Association.

(iv) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided for by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(v) Any Lot Owner who believes that an assessment of lien to his, her or its Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot, may bring an action in the Stark County Court of Common Pleas for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(vi) Each such Assessment together with interest and costs shall also be the joint and several personal obligations of the Lot Owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent Assessments, interest and costs shall not be the personal obligation of the Owner's or Owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(vii) The Association, at the option of the Owner or Owners of Lots who are not in default with regard to such matter, may file a lien to secure payment of the entire unpaid balance of a delinquent Assessment, interest and costs, and bring an action at law against the Owner or Owners personally obligated to pay the same, or an action to foreclose the lien, or any one or more of the above. In any such foreclosure action, the Owner or Owners affected shall be required to pay reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

(viii) No Lot Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by nonuse of the Common Areas, or any part thereof, or by abandonment of his, her or its Lot.

5. Subordination of the Lien to First Mortgages. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments or charges against the mortgaged Lot which became payable prior to the time such holder or purchaser took title to that Lot.

6. Certificate Regarding Assessments. The Board shall, upon demand, from time to time, furnish a written statement setting forth whether the assessments on a Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE VII

REMEDIES OF THE ASSOCIATION

1. Denial of Voting Rights. If any Lot Owner fails to pay an Assessment when due, or otherwise is in breach of any of the rules and regulations contained herein or properly promulgated by the Board hereafter, such Lot Owner and the Occupants of any and all dwelling units of such Lot Owner shall not be entitled to vote on Association matters until said Assessment is paid in full and/or until such Lot Owner is in full compliance with the terms and conditions hereof.

2. Specific Remedies. The violation of any rule, or breach of any Restriction, Covenant or provision contained in this Declaration, in the By-Laws of the Association or subsequently promulgated by the Board shall give the Association and/or the Declarant the right, in addition to all the rights herein set forth, and as provided by law, to enter upon a Lot or residence upon which such violation or breach exists and summarily abate and remove, at the expense of the Lot Owner, any structure, thing, or condition that may exist thereon, contrary to the intent and meaning of this Declaration, the By-Laws, or the rules and regulations promulgated by the Board, and the Board, the Association, and/or any agent utilized in connection therewith, shall not be deemed guilty in any manner of trespass. In addition, the Association and/or the Declarant may enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, and/or may commence and prosecute an action to recover any damages which may have been sustained by the Declarant and/or the Association or any of its members.

ARTICLE VIII

EXPANSIONS

1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Property as provided in this article.

2. Limitations on Option. Declarant has no limitations on its option to expand the Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Property. No Lot Owner's consent is required to enable Declarant to expand the Property.

3. Maximum Expansion Time. Declarant's option to expand the Property shall be exercisable at all times within a period of seven years from the date this Declaration is filed for record, and Declarant may, with the consent of a majority of the Unit Owners, other than Declarant, elect to renew said option to expand the Property for an additional seven year period; provided that said option to renew is made within six months prior to the expiration of the initial seven year period. Declarant, by written notice to

the Association, may elect to waive said option to expand the Property effective at a time prior to the expiration of the initial seven year period, or the renewal period. There are no other circumstances that will terminate that option prior to the expiration of that seven year period.

**4. Additional Property.** The additional property that, through exercise of Declarant's option, may be added to the Property is lot numbers 93, 94 and 95 of Stonehedge Development No. 6 as set forth in Plat Book 67, pages 111-112 of the Stark County Records. It is referred to herein as "The Additional Property".

**5. Composition of Portions Added.** Neither all nor any portion of the Additional Property must be added to the Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property be added, provided that portions added meet all other requirements set forth in this article. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Property.

**6. Time for Adding Portions.** Portions of the Additional Property may be added to the Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

**7. Maximum Number of Units.** The maximum total number of Units that may be created on the Additional Property and added to the Property is 3, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the Additional Property that is not added to the Property. Subject to the foregoing total maximum number of Units that may be added to the Property, the maximum number of units per acre that may be created on any portion of the Additional Property added to the Property shall be 4. The Additional Property is presently zoned in a zoning category which will permit expansion of the Property and improvements consistent with the Present development.

**8. Compatibility of Building.** All buildings erected on all or any portion of the Additional Property and added to the Property will be compatible with structures then on the Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Property. Design shall not be deemed to be incompatible or not comparable because of variances in setbacks or locations of structures in relation to other improvements.

**9. Improvements other than Buildings.** If all or a portion of the Additional Property is added to the Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Property shall be constructed on that Additional Property. Improvements other than buildings added to the Property shall not include improvements except as substantially the same kind, style, design and quality as those improvements then on the Property.

**10. Types of Units.** All Units that are created on all or any portion of the Additional Property and added to the Property shall not be required to be substantially identical to and of the types of Units then on the Property, provided, however, that such Units shall be deemed compatible in style with the present Units on said Property.

**11. Common Areas.** Declarant reserves the right with respect to all or any portion of the Additional Property added to the Property to create Common Areas therein of substantially the same type and proportionately the same approximate size, and number as those areas then so designated as such in the Property. The precise size and number of such newly created Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

**12. Procedures for Expansion.** All or any portion of the Additional Property shall be added to the Property by the execution and filing for record by Declarant and all owners and lessees of the land so added, in the manner provided by Article IX herein.

**13. Effects of Expansion.** Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Property:

(a) the added portions shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effects as if that added portion had been provided herein as constituting part of the Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Property;

(b) the Owner or Owners of the added portion shall thereupon become members of The Villas at Stonehedge, Phase 2 Owners Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

**ARTICLE IX**

**AMENDMENTS**

1. **Power to Amend.** The terms of this Declaration may be amended by Declarant unilaterally until such time as a Lot has been sold to a third party other than Declarant. Following such sale, except as specifically set forth below, the terms of this Declaration may only be amended with the written consent of at least 75% of the Lot Owners. Provided, however, that as long as Declarant owns a Lot or any portion of The Villas at Stonehedge, Phase 2 Property, no such Amendment shall be effective without Declarant's prior written consent. Further, Declarant reserves the right and power, and each Lot Owner, by acceptance of a deed, gives and grants to Declarant a power of attorney, which right an power is

coupled with an interest, and runs with the title to a Lot and is irrevocable for a period of three (3) years from the date hereof, to amend the Declaration to the extent necessary to conform with requirements then governing the purchase or insurance or mortgages by Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration or any other such agency; and, further provided, that if there is a Lot Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control by the Declarant.

2. **Method to Amend.** An amendment to this Declaration adopted with the contents hereinbefore provided, in a writing executed with the same formalities as this Declaration by all Lot Owners, shall be effective upon the filing of the same with the Stark County Recorder.

3. **Amendment by Declarant.** For so long as the Declarant, or a successor developer designated by Declarant, is the Owner of a fee simple interest in any portion of The Villas at Stonehedge, Phase 2 Property, the Declarant shall be entitled from time to time to amend or modify any provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular Lots and/or Property, if in its judgment, the development or lack of development of The Villas at Stonehedge, Phase 2 Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Lots will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Lots or shall prevent a Lot or residence from being used by a Lot Owner in the same manner that said residence was used prior to the adoption of said amendment, modification or waiver. In order to effect such amendment, the Declarant need only file a Supplemental Declaration setting forth the amendment, which Supplement need not be executed by the Association, or any other Owners of The Villas at Stonehedge, Phase 2 Property.

**ARTICLE X**

**GENERAL PROVISIONS**

1. **Covenants Running with the Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of The Villas at Stonehedge, Phase 2 Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

2. **Duration.** Unless sooner terminated or amended, as hereinabove provided, the Covenants and Restrictions of this Declaration shall continue for a term of twenty-one (21) years from the date hereof, after which time, said Covenants and Restrictions shall automatically be extended for successive periods of ten (1) years each unless repealed as provided herein. However, if any of the privileges, covenants or rights created in this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living descendants of Bill Clinton, President of the United States of America.

3. Severability. Invalidation of any one of the covenants, restrictions or provisions contained herein shall in no way affect any other provision, which shall remain in full force and effect.

4. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 26TH day of OCTOBER, 2000.

Signed and acknowledged in the presence of:

Lisa E. Leech  
Lisa E. Leech

Nancy L. Carnes  
Nancy L. Carnes

Robert P. Leach  
Robert P. Leach, individually

Nancy J. Leach  
Nancy J. Leach, individually

Lisa E. Leech  
Lisa E. Leech  
Nancy L. Carnes  
Nancy L. Carnes

REGAL CONSTRUCTION CO.  
By: Robert P. Leach  
Robert P. Leach, President

STATE OF OHIO, STARK COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Robert P. and Nancy J. Leach, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 26TH day of OCTOBER, 2000.

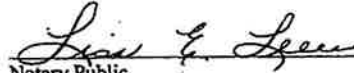
Lisa E. Leech  
Notary Public

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

STATE OF OHIO, STARK COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared the afore-named Regal Construction Co., by Robert P. Leach, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 26th day of October, 2000.

  
Notary Public

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

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2000067506

AMENDMENT TO  
CONDITIONS AND RESTRICTIVE COVENANTS OF  
STONEHEDGE DEVELOPMENT NO. 6

ROBERT P. LEACH AND,  
NANCY J. LEACH  
Husband and Wife

LOTS NOS. 82 THROUGH 92  
AND 96 THROUGH 114  
STONEHEDGE DEVELOPMENT NO. 6  
BEING PART OF THE SOUTHWEST  
QUARTER OF SECTION 10  
PLAIN TOWNSHIP  
STARK COUNTY, OHIO

The undersigned, being all of the fee owners of Lots Nos. 82 through 92 and 96 through 114, inclusive, in Stonehedge Development No. 6, the same being the real property now duly platted and recorded in Plat Book 67, Page 111 of the Plat Records of Stark County, Ohio, hereby amend the restrictions to which the lots constituting said Allotment may be put, hereby specifying that said restrictions as amended shall constitute covenants to run with the land, and shall be binding on all future owners in said Allotment.

- 1. Restriction No. 7 which reads as follows: "Downspout drains will be directed underdrains - no curb cuts." Is hereby DELETED from the restrictive covenants.

IN WITNESS WHERE OF, Robert P. Leach and Nancy J. Leach, husband and wife, set their hand this 5th day of SEPT, 2000 as hereafter evidenced and acknowledged that the same is their free act and deed.

Signed and acknowledged  
in the Presence of:

Nancy L. Carnes  
Nancy L. Carnes  
ROBERT P. LEACH  
Nancy J. Leach  
Lisa E. Leech NANCY J. LEACH

2000 NOV - 8 AM 11: 53  
RECORDED THIS DATE  
CHRIS THOMAS  
STARK COUNTY RECORDER  
FEE 16.00  
14.00  
2.00

INDEX	
DESCRIPTION	
CROSS	

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared **ROBERT P. LEACH** and **NANCY J. LEACH**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

Cross reference # 2000041785

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 5TH day of SEPT, 2000.

Lisa E. Leech  
Notary Public

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

**CONSENT TO AMEND**

The undersigned hereby consent to the amendment set out above.

Signed and Acknowledged  
in the Presence of:

STONEHEDGE DEVELOPMENT CO.

Mary Lou Royer  
Mary Lou Royer  
Robert Marraccini  
Robert Marraccini

By: Pete Bitzel  
Its: PARTNER

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named **STONEHEDGE DEVELOPMENT CO.**, by PETE BITZEL, JR. its PARTNER, who acknowledged that he did sign the foregoing and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 23<sup>RD</sup> day of AUGUST, 2000.

TERRY LENO  
Notary Public, State of Ohio  
My Commission Expires June 19, 2005

Terry Leno  
Notary Public

Prepared By:

Arnold R. Shifman  
Black, McCuskey, Souers & Arbaugh  
1000 United Bank Plaza  
220 Market Avenue South  
Canton, Ohio 44702  
(330) 456-8341



DECLARATION OF COMMON DRIVEWAY AND EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, REGAL CONSTRUCTION CO. ("Regal"), is the owner of certain real property located in the Township of Plain, County of Stark and State of Ohio, known as and being Lot Nos. 101, 102, 103 and 104 of Stonehedge Development No. 6, as recorded in Plat Book 67, Page 111 of the Stark County, Ohio Plat Records (the "Regal Lots").

THAT, ROBERT P. LEACH and NANCY J. LEACH (collectively "Leach"), are the owners of certain real property located in the Township of Plain, County of Stark and State of Ohio, known as and being Lot No. 105 of Stonehedge Development No. 6, as recorded in Plat Book 67, Page 111 of the Stark County, Ohio Plat Records (the "Leach Lot"). Regal and Leach are collectively referred to herein as "Declarant". The Regal Lots and the Leach Lot are referred to individually herein as a "Lot" or "Lots" and collectively referred to herein as the "Premises".

WHEREAS, all Lots contained within the Premises will be served by one common driveway which is to be located upon a portion of all of the Lots;

WHEREAS, Declarant desires to impose an Easement upon the Premises for purposes of establishing such driveway for use by the owners of all Lots contained within the Premises (such owners referred to individually herein as an "Owner" and collectively herein as the "Owners") as a common driveway for the convenience and benefit of the Owners and their heirs, successors and assigns who are the occupants of the Premises described herein.

NOW, THEREFORE, for the benefit of each Lot contained with the Premises, Declarant hereby imposes upon the Premises a perpetual easement for driveway purposes and for the purposes of construction, maintenance, repair, demolition and/or reconstruction of the driveway over and on the Premises. A depiction of the proposed driveway is attached hereto as Exhibit A.

The Owners and their heirs, successors and assigns, shall use jointly the easement, rights and common driveway established herein for their use and benefit and for the use and benefit of their agents, tenants, visitors and/or licensees to freely pass and repass on foot or with vehicles and for all lawful purposes or proper for the enjoyment of their Lots as residential properties.

The Owners and their heirs, successors and assigns shall each pay one-fifth (1/5) of the cost of maintaining, repairing and/or replacing the driveway and improvements thereon, except that any damage, other than ordinary wear and tear caused by any Owner or their agents, tenants, visitors and/or licensees shall be paid by such Owner causing such damage. Maintenance, repair and/or replacement of the driveway shall be accomplished upon an affirmative vote of a majority of the Owners. Upon such majority vote, all Owners shall pay one-fifth (1/5) of the costs related to such maintenance, repair and/or replacement. Notwithstanding the foregoing, such shared maintenance obligations shall not apply to the private driveways extending from the common driveway to service each Lot.

No person shall obstruct, or permit obstruction, of the common driveway in any manner whatsoever. No person shall park vehicles and/or place, store or maintain any property upon the

52-18457 103w 13 1300 EASEMENT ONLY

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common driveway, it being understood that the rights granted hereunder are expressly limited to vehicular or pedestrian ingress and egress over the common driveway to the Lots.

The Owners and their heirs, successors and assigns, in consideration of the grant and use of this Easement, agree to and do hereby indemnify, defend and hold harmless the owners of the other Lots from any damages, losses, expenses, suits, claims or causes of action, including reasonable attorneys fees, arising from or occasioned by the existence of this Easement or the exercise of any rights granted herein, whether causing or resulting in damages, injury or death to persons or property.

This Easement shall be binding upon the Premises, shall be binding upon the Owners and their heirs, successors and assigns, and shall inure to the benefit of all Owners and their heirs, successors and assigns. This Easement shall be deemed to run with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand in his official capacity, this 8th day of December, 2001.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

REGAL CONSTRUCTION CO.

Lisa E. Leach  
Print Name: LISA E. LEECH

By: [Signature]  
Robert P. Leach, President

Nancy L. Carnes  
Print Name: NANCY L. CARNES

Lisa E. Leach  
Print Name: LISA E. LEECH

[Signature]  
Robert P. Leach

Nancy L. Carnes  
Print Name: NANCY L. CARNES

Lisa E. Leach  
Print Name: LISA E. LEECH

Nancy J. Leach  
Nancy J. Leach

Nancy L. Carnes  
Print Name: NANCY L. CARNES

RECORDED THIS DATE  
BY: CARROLL  
SHERIFF COUNTY RECORDER  
2002 FEB - 1 PM 2:35  
FEE 32.00

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named **REGAL CONSTRUCTION CO.**, by Robert P. Leach, its President, who acknowledged that he did sign the foregoing instrument in said capacity and that the same is his free act and deed as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 8<sup>th</sup> day of December, 2001.

*Lisa E. Leech*  
Notary Public

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named **Robert P. Leach and Nancy J. Leach**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 8<sup>th</sup> day of December, 2001.

*Lisa E. Leech*  
Notary Public

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

- PPN 52-18456
- PPN 52-18457
- PPN 52-18458
- PPN 52-18459
- PPN 52-18460

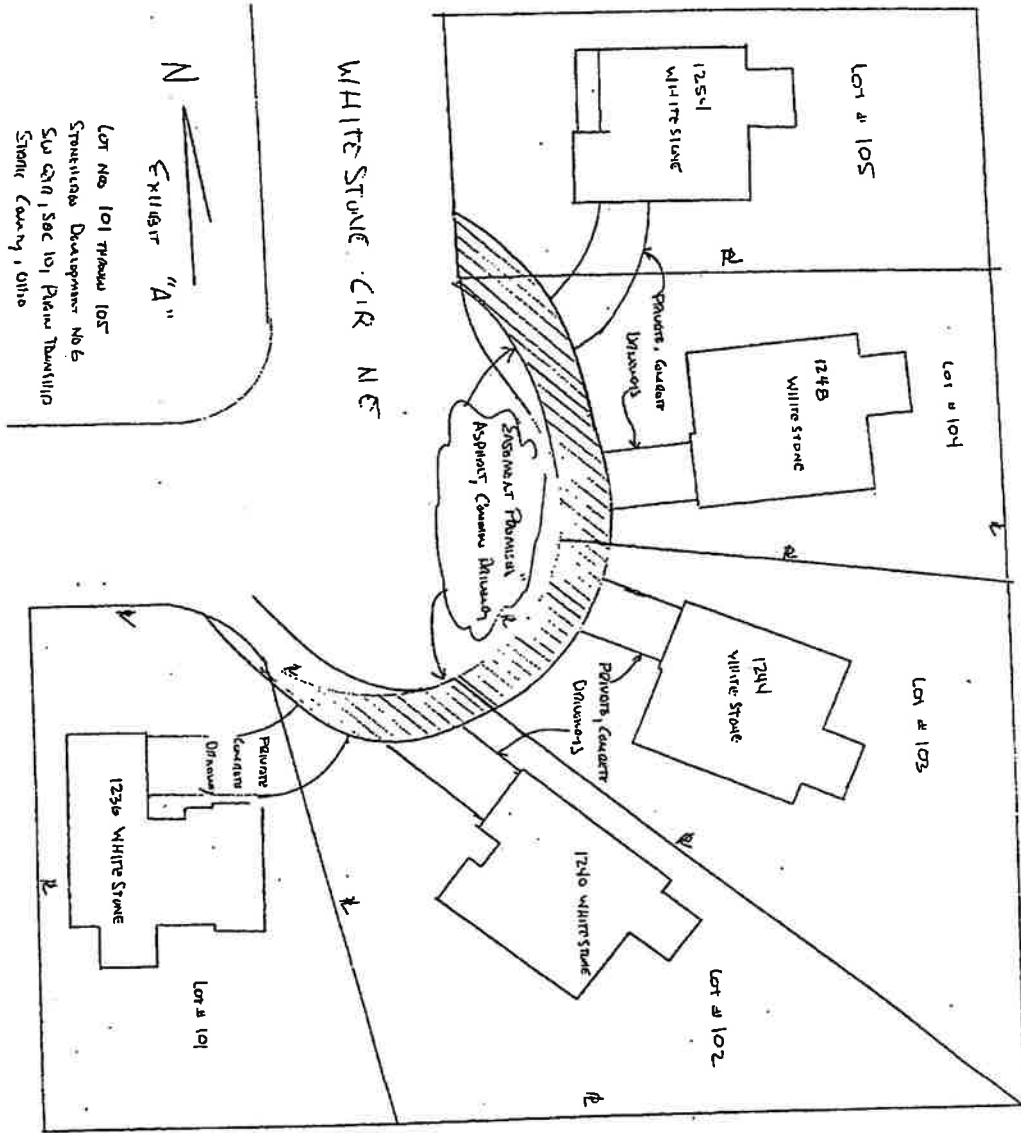
This instrument prepared by:  
Brian C. Cich, Esq.  
Black, McCuskey, Souers & Arbaugh  
1000 United Bank Plaza  
220 Market Avenue, South  
Canton, Ohio 44702  
(330) 456-8341

Official Notary Public of Ohio - Branch No. 4400

Documents Reviewed by Auditor's Transfer Office  
"Transfer Not Necessary"

*Joyce A. Fisher*      2/1/02  
Deputy Auditor      Date

EXHIBIT A



235

2002008732

RECORDED THIS DATE  
BY: CARROLL  
STARK COUNTY RECORDER

3.

DECLARATION OF EASEMENT

2002 FEB -1 PH 2:35

FEE 18.00

KNOW ALL MEN BY THESE PRESENTS:

THAT, REGAL CONSTRUCTION CO., (the "Declarant"), is the owner of certain real property located in the Township of Plain, County of Stark and State of Ohio, known as and being Lot No. 104 of Stonehedge Development No. 6, as recorded in Plat Book 67, Page 111 of the Stark County, Ohio Plat Records (Lot No. 104 being referred to herein as the "Easement Premises").

WHEREAS, Lot No. 105 of Stonehedge Development No. 6, as recorded in Plat Book 67, Page 111 of the Stark County, Ohio Plat Records (Lot No. 105 being referred to herein as the "Benefited Parcel") will be served by a private driveway which is located, in part, upon a portion of the Easement Premises;

WHEREAS, Declarant desires to impose an Easement upon the Easement Premises for purposes of establishing such driveway on the Easement Premises for the benefit and use by the Benefited Parcel and the owner of the Benefited Parcel, their heirs, successors and assigns (collectively the "Owner").

NOW, THEREFORE, for the use and benefit of the Benefited Parcel and the Owner, Declarant hereby imposes upon the Easement Premises a perpetual easement for driveway purposes and for the purposes of construction, maintenance, repair, demolition and/or reconstruction of such driveway over and on the Easement Premises. A depiction the driveway is attached hereto as Exhibit A.

The Owner may use the easement and rights established herein for their use and benefit and for the use and benefit of their agents, tenants, visitors, and/or licensees to freely pass and repass on foot or with vehicles, to park vehicles, and for all lawful purposes necessary or proper for the enjoyment of the Benefited Parcel as a residential property.

The Owner shall pay all costs of maintaining and repairing the driveway and improvements thereon. This Easement shall be binding upon the Easement Premises, shall be binding upon the owners of the Easement Premises and their heirs, successors and assigns, and shall inure to the benefit of the Owner. This Easement shall be deemed to run with the land.

The Owner, in consideration of the grant of this Easement, agrees to and does hereby indemnify, defend and hold harmless the owners of the Easement Premises from any damages, losses, expenses, suits, claims or causes of action, including reasonable attorneys fees, arising from or occasioned by the existence of this Easement or the exercise of any rights granted herein, whether causing or resulting in damages, injury or death to persons or property, including property of the owner of the Easement Premises.

52-18457 105w 13 1300 EASEMENT ONLY

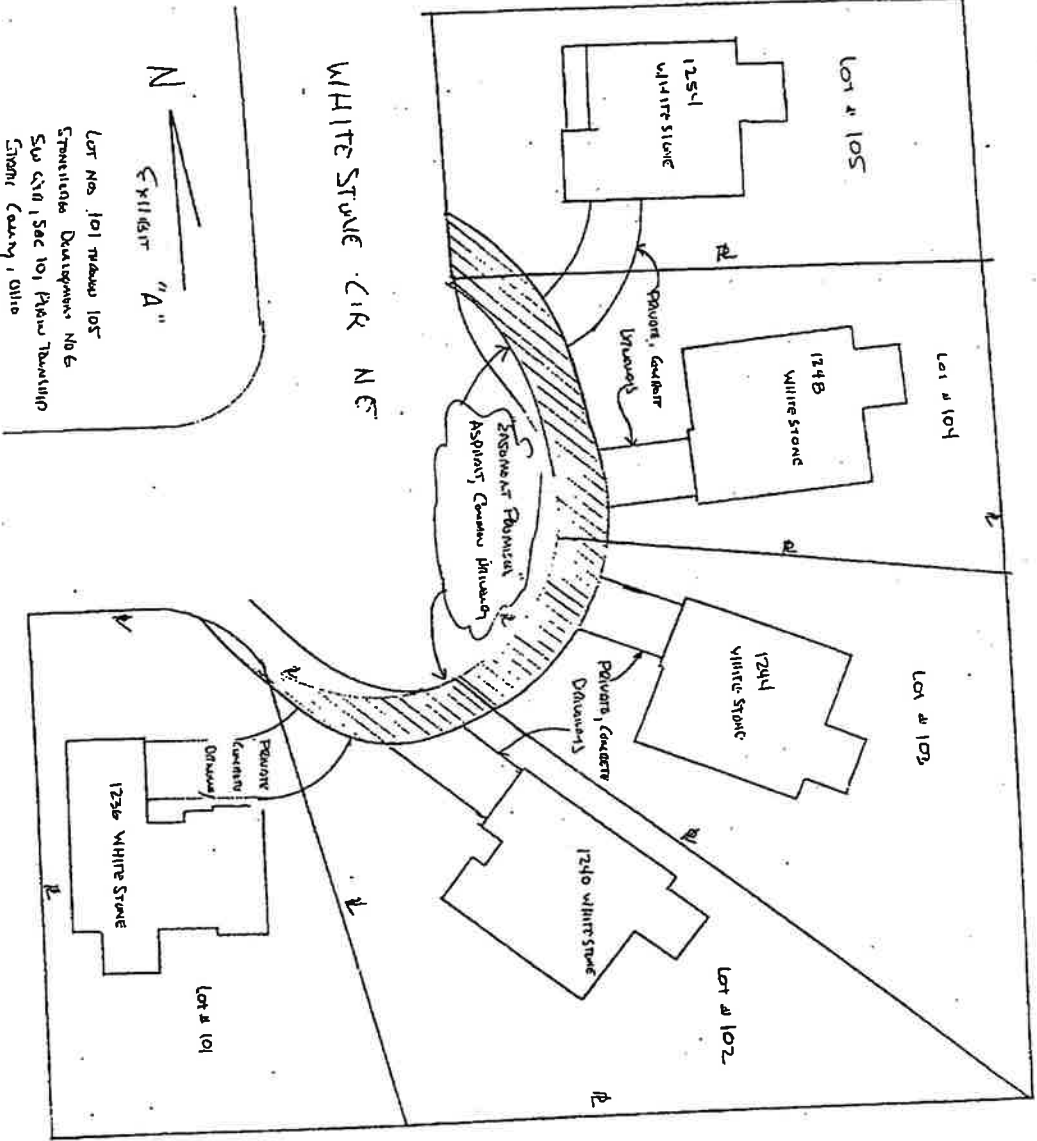
Documents Reviewed by Auditor's Transfer Office  
"Transfer Not Necessary"

  
Deputy Auditor

2/1/02  
Date



EXHIBIT A



Lot No. 101, 102, 103, 104, 105  
 Stoneville Development No. 6  
 Sec 10, T10N, R10E, Adams Township  
 Grant County, Ohio



Easement & Right of Way

owner name Stonchodge Development Co. "Grantor(s)" in Power  
ROBERT P. LEACH & NANCY J. LEACH  
 consideration of \$1.00, the easement terms, and other good and valuable consideration from  
 Company, an Ohio corporation, 215 N. Front St., Columbus, OH 43215, "Grantee", the receipt and sufficiency of which is  
 acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement "Easement", for  
 electric; other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and  
 across the following described lands situated in PLAIN Township, STARK County.  
 Ohio, and being part of Section No(s). 10 SW Township No(s). T-11A and Range No(s). R-1W  
 Survey \_\_\_\_\_ in Deed/Official Record Volume(s) \_\_\_\_\_  
 Page(s) \_\_\_\_\_ of the STARK County Recorder's Office:  
 County Parcel # 13-3100  
 Drawing attached hereto and made a part of.

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52-18442  
 103 W (13)3.1 #2D-919-E3

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to:  
 construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility  
 facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations,  
 manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or  
 filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees,  
 overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak or  
 leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of,  
 interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall  
 not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of  
 the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the  
 National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than  
 eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also  
 conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires  
 Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a  
 comparable location.

EASEMENT ONLY

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges  
 high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on  
 its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance  
 issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its  
 property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay  
 the reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the  
 Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall  
 operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective  
 successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall  
 not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 11TH day of JULY, 2000

Signed and Acknowledged in the Presence of:

Witnesses:  
 X Lisa E. Leach  
 Print Name: LISA E. LEACH  
 X William C. Bentler III  
 Print Name: WILLIAM C. BENTLER III  
William C. Bentler III  
 Print Name: \_\_\_\_\_

Robert P. Leach President  
 Print Name: ROBERT P. LEACH  
Nancy J. Leach  
 Print Name: NANCY J. LEACH  
 \_\_\_\_\_  
 Print Name: \_\_\_\_\_

2000013754

(NOTARIZE ON BACK SIDE)

Mail Easement to  
 American Electric Power  
 Envelope Enclosed

STATE OF OHIO, COUNTY OF STARK ss: JULY 2000  
The foregoing instrument was acknowledged before me this 11TH day of JULY 1990  
by ROBERT P. LEACH MONY LEACH V. Pros of Stonehedge Development Co.

Lisa F. Leech  
Notary Public  
Commission Expires \_\_\_\_\_  
LISA F. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_  
by \_\_\_\_\_

Notary Public  
Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_ by \_\_\_\_\_  
[Name], [Title of officer], of \_\_\_\_\_  
[Corporation Name], a \_\_\_\_\_ [State of incorporation] corporation, on behalf of the corporation.

Notary Public  
Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_ by \_\_\_\_\_  
[Name of partner or agent], [Title of partner or agent],  
on behalf of \_\_\_\_\_ [Partnership Name], a partnership.

Notary Public  
Commission Expires \_\_\_\_\_

**AEP Map & Pole Numbers**

Example:	Quad	Map / Sub-Map	Pole	Quad	Map / Sub-Map	Pole
	4182	074600	0056			
	<u>4181</u>	<u>070084</u>	<u>0077</u>			

JANET WEIR CREIGHTON  
Stark County Auditor  
REC EXP

OCT 25 2000

TRANSFERRED  
TRANSFER NOT NECESSARY  
DEPUTY [Signature]  
IN COMPLIANCE WITH ORC 319.202

RECORDED THIS DATE  
CHRIS THOMAS  
STARK COUNTY RECORDER  
2000 OCT 26 AM 8:36  
FEE 18.00

Eas. No. \_\_\_\_\_  
Dwg. No. 2D-917-E3  
W.O. No. 000-7472

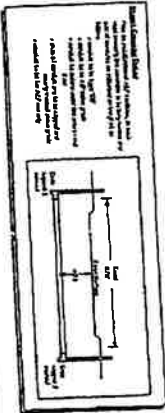
Address Stonehedge Dev. Co.  
Stone Cr NE  
N. Canton OH 44720

Easement prepared by Ohio Power Company

2000064374

STAGE 1  
 1. 1st Stage  
 2. 2nd Stage  
 3. 3rd Stage  
 4. 4th Stage  
 5. 5th Stage  
 6. 6th Stage  
 7. 7th Stage  
 8. 8th Stage  
 9. 9th Stage  
 10. 10th Stage

C.P. 1000A



**LEGEND**  
 - - - - - Proposed  
 - - - - - Existing  
 - - - - - Easement  
 - - - - - Utility  
 - - - - - Other

**NOTES**  
 1. All lots are to be developed.  
 2. All lots are to be developed within 18 months of the date of this plan.  
 3. All lots are to be developed in accordance with the zoning ordinance.



**REMARKS**  
 1. All lots are to be developed.  
 2. All lots are to be developed within 18 months of the date of this plan.  
 3. All lots are to be developed in accordance with the zoning ordinance.

NO.	DATE	DESCRIPTION
1	10/1/00	Initial Plan
2	10/1/00	Final Plan
3	10/1/00	Final Plan
4	10/1/00	Final Plan
5	10/1/00	Final Plan
6	10/1/00	Final Plan
7	10/1/00	Final Plan
8	10/1/00	Final Plan
9	10/1/00	Final Plan
10	10/1/00	Final Plan

STANDARD DEVELOPMENT  
 1. All lots are to be developed.  
 2. All lots are to be developed within 18 months of the date of this plan.  
 3. All lots are to be developed in accordance with the zoning ordinance.

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 1. All lots are to be developed.  
 2. All lots are to be developed within 18 months of the date of this plan.  
 3. All lots are to be developed in accordance with the zoning ordinance.



2001010768  
2000064334

Est. 2-723

3

### Easement & Right of Way

owner name Stonehedge Development Co.  
Robert P. Leach & Nancy J. Leach "Grantor(s)" in  
 consideration of \$1.00, the easement terms, and other good and valuable consideration from OHIO Power  
 Company, an Ohio corporation, 215 N. Front St., Columbus, OH 43215, "Grantee", the receipt and sufficiency of which is  
 acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement "Easement", for  
 electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and  
 across the following described lands situated in PLAIN Township, STARK County,  
 Ohio, and being part of Section No(s). 10 SW Township No(s). T-11N and Range No(s). R-8W  
 Survey \_\_\_\_\_ in Deed/Official Record Volume(s) \_\_\_\_\_  
 Page(s) \_\_\_\_\_ of the STARK County Recorder's Office:  
 County Parcel # 13-3100  
 Drawing attached hereto and made a part of.

INDEX	
DESCRIPTION	
CROSS REF	

52-1842  
105 W (13) 3-1 #2D-919-E3

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to:  
 construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility  
 facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations,  
 manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or  
 filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees,  
 overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak or  
 leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of,  
 interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall  
 not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of  
 the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the  
 National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than  
 eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also  
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 Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a  
 comparable location.

EASEMENT ONLY

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges  
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 Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall  
 operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective  
 successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall  
 not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 11th day of JULY, 2000  
 Signed and Acknowledged in the Presence of:  
 WITNESSES  
Lisa E. Leach Robert P. Leach  
 Print Name: LISA E. LEACH Print Name: ROBERT P. LEACH  
William C. Bentley III Nancy J. Leach, V. Pres. of A.  
 Print Name: WILLIAM C. BENTLEY III Print Name: NANCY J. LEACH

INDEX	17
DESCRIPTION	Print Name
CROSS REF	200

2000013754

Mail Easement to  
American Electric Power  
Envelope Enclosed

Re-record for Grantee Name Missing

2001010768

X  
 STATE OF OHIO, COUNTY OF STARK ss: JULY 2000  
 The foregoing instrument was acknowledged before me this 11TH day of JULY 1999  
 by ROBERT P. LEACH JR. MONET J. LEACH V. Rep of Sunchedge Development Co.  
Lisa E. Leech  
 Notary Public  
 Commission Expires LISA E. LEECH  
 Notary Public State Of Ohio  
 My Commission Expires Feb. 28, 2005

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_  
 by \_\_\_\_\_  
 Notary Public  
 Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_ by \_\_\_\_\_  
 [Name], [Title of officer], of \_\_\_\_\_  
 [Corporation Name], a [State of incorporation] corporation, on behalf of the corporation.  
 Notary Public  
 Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_ by \_\_\_\_\_  
 [Name of partner or agent], [Title of partner or agent],  
 on behalf of \_\_\_\_\_ [Partnership Name], a partnership.  
 Notary Public  
 Commission Expires \_\_\_\_\_

**AEP Map & Pole Numbers**

Example:	Quad	Map / Sub-Map	Pole	Quad	Map / Sub-Map	Pole
	4182	074600	0056			
	<u>4181</u>	<u>074604</u>	<u>0057</u>			

JANET WEIR CREIGHTON  
Stark County Auditor  
RLG RLG

OCT 25 2000

TRANSFERRED  
 TRANSFER NOT NECESSARY  
 DEPUTY [Signature]  
 IN COMPLIANCE WITH ORC 319-202

RECORDED THIS DATE  
 CHRIS THOMAS  
 STARK COUNTY RECORDER  
 2000 OCT 25 AM 8:36  
 FEE 18.00

Eas. No. \_\_\_\_\_  
 Dwg. No. 2D-917-E3  
 W.O. No. 000-7472

Address Sunchedge Dev. Co.  
Stone Ck NE  
N. Canton Oh 44720

Easement prepared by Ohio Power Company

2801010768

ORDER NUMBER: 2801010768  
 DATE: 02/20/2001  
 TIME: 08:32 AM  
 COUNTY: MARK  
 OFFICE: RECORDER  
 FEE: 20.00

RECORDED THIS DATE  
 HICK CAMPBELL  
 MARK COUNTY RECORDER

2001 FEB 20 AM 8:32

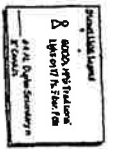
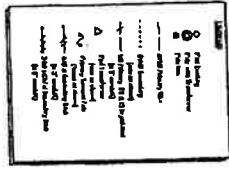
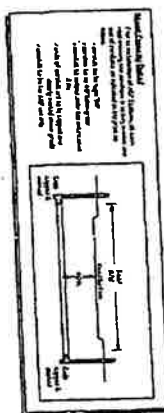
FEE

20.00

Documents Reviewed by Auditor's Transfer Office  
 "Transfer Not Necessary"

*David D. King*  
 Deputy Auditor

2-16-01 Date



Map	Symbol	Description
1	○	Water Meter
2	□	Water Main
3	○	Water Valve
4	○	Water Well
5	○	Water Cistern
6	○	Water Tank
7	○	Water Pump
8	○	Water Filter
9	○	Water Softener
10	○	Water Heater
11	○	Water Chiller
12	○	Water Cooler
13	○	Water Condenser
14	○	Water Evaporator
15	○	Water Separator
16	○	Water Strainer
17	○	Water Filter
18	○	Water Softener
19	○	Water Heater
20	○	Water Chiller
21	○	Water Cooler
22	○	Water Condenser
23	○	Water Evaporator
24	○	Water Separator
25	○	Water Strainer
26	○	Water Filter
27	○	Water Softener
28	○	Water Heater
29	○	Water Chiller
30	○	Water Cooler
31	○	Water Condenser
32	○	Water Evaporator
33	○	Water Separator
34	○	Water Strainer
35	○	Water Filter
36	○	Water Softener
37	○	Water Heater
38	○	Water Chiller
39	○	Water Cooler
40	○	Water Condenser
41	○	Water Evaporator
42	○	Water Separator
43	○	Water Strainer
44	○	Water Filter
45	○	Water Softener
46	○	Water Heater
47	○	Water Chiller
48	○	Water Cooler
49	○	Water Condenser
50	○	Water Evaporator
51	○	Water Separator
52	○	Water Strainer
53	○	Water Filter
54	○	Water Softener
55	○	Water Heater
56	○	Water Chiller
57	○	Water Cooler
58	○	Water Condenser
59	○	Water Evaporator
60	○	Water Separator
61	○	Water Strainer
62	○	Water Filter
63	○	Water Softener
64	○	Water Heater
65	○	Water Chiller
66	○	Water Cooler
67	○	Water Condenser
68	○	Water Evaporator
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89	○	Water Filter
90	○	Water Softener
91	○	Water Heater
92	○	Water Chiller
93	○	Water Cooler
94	○	Water Condenser
95	○	Water Evaporator
96	○	Water Separator
97	○	Water Strainer
98	○	Water Filter
99	○	Water Softener
100	○	Water Heater

2001010768 2000064334

2001010768

LINE

DATE

TIME

96065721

RECORDED THIS DATE  
JANE VIGHOS  
STARK COUNTY RECORDER

THE OHIO BELL TELEPHONE COMPANY 96 DEC -3 AM 11: 15  
Easement

FEE 18.00

52-17 992  
108W C 0871900

In consideration of One and no/100 Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, we hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which we own or in which we have an interest situated in the Township Plain of Stark County of Stark State of Ohio, Known as being a part of the Southeast Quarter of Section 10 and being the same 49.464 acre parcel of land conveyed by Official Record Image to STONEHEDGE DEVELOPMENT CO., LTD., A Limited Liability Company, as recorded on June 3, 1996

and being the same premises of record Official Record Image Number Page 96028927 of Stark County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

INDEX	
DESCRIPTION	2
CROSS REF	

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

014100

IN WITNESS WHEREOF, F have hereunto set My hands(s) this 5<sup>th</sup> day of November, 1996

Signed and Acknowledged in the Presence of:

x Dana Alexander  
WITNESS

Dana Alexander  
x Dale Lynn  
WITNESS

Dale Lynn

Stonehedge Development Co., Ltd.

Stonehedge Development Co.  
x Jack E. Lewis - Manager/Owner  
GRANTOR Jack Lewis

x \_\_\_\_\_  
GRANTOR

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF Ohio }  
COUNTY OF Stark } SS

Personally came before me this 5<sup>th</sup> day of NOVEMBER, 1996  
JACK LEWIS and \_\_\_\_\_  
to me known to be the OWNER/MANAGER and \_\_\_\_\_  
respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to this instrument is the seal of said corporation.



DANA ALEXANDER  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
October 20, 2001

Dana Alexander  
Notary Public in and for  
Stark County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that \_\_\_\_\_ did sign the foregoing instruments and that the same is \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Ohio

THIS INSTRUMENT PREPARED BY  
THE OHIO BELL TELEPHONE COMPANY  
AT & Y 1115-96  
Stonehedge Development Co., Ltd.

FOR OHIO BELL TELEPHONE COMPANY USE ONLY

Date \_\_\_\_\_ Order No. 0101965  
Engineering District \_\_\_\_\_  
Recording RW Agent Danfane-St. Lann, Inc.  
DST-11166-25

THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

**JANET WEIR CREIGHTON**  
Stark County Auditor

FEE 2.00

NOV 25 1996

TRANSFERRED  
TRANSFER NOT NECESSARY  
DEPUTY [Signature]  
IN COMPLIANCE WITH ORC 319.202

COUNTY RECORDER'S RECORD

Received for record \_\_\_\_\_ 19\_\_\_\_

At \_\_\_\_\_ O'clock \_\_\_\_\_ PM/AM

Recorded \_\_\_\_\_ 19\_\_\_\_

Deed Book \_\_\_\_\_ Page \_\_\_\_\_

County \_\_\_\_\_ Recorder \_\_\_\_\_



96065721

RECORDED THIS DATE  
JANE VIGNOS  
STARK COUNTY RECORDER

THE OHIO BELL TELEPHONE COMPANY 96 DEC -3 AM 11: 15  
Easement

FEE 18.00

52-17 992  
108W C 087 1900

In consideration of One and no/100 Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, we hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which we own or in which we have an interest situated in the Township of Plain County of Stark State of Ohio, Known as being a part of the Southwest Quarter of Section 10 and being the same 49.464 acre parcel of land conveyed by Official Record Image to STONERIDGE DEVELOPMENT CO., LTD., A Limited Liability Company, as recorded on June 3, 1996

and being the same premises of record in O.R. Image Number Page 26028927 of Stark County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

INDEX	
DESCRIPTION	2
CROSS REF	

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

014100

IN WITNESS WHEREOF, 4 have hereunto set 114 hands(s) this 5<sup>th</sup> day of November, 1996

Signed and Acknowledged in the Presence of:

Stonehedge Development Co., Ltd.

x Dana Alexander  
WITNESS

x Stonehedge Development Co  
GRANTOR Jack Lewis - Manager / Owner

Dana Alexander  
x Dale Lynn  
WITNESS

x \_\_\_\_\_  
GRANTOR

Dale Lynn

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF Ohio )  
COUNTY OF Stark ) SS

Personally came before me this 5th day of NOVEMBER, 1996  
JACK LEWIS and \_\_\_\_\_  
to me known to be the OWNER/MANAGER and \_\_\_\_\_  
respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.



DANA ALEXANDER  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
October 20, 2001

Dana Alexander  
Notary Public in and for  
Stark County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that \_\_\_\_\_ did sign the foregoing instruments and that the same is \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Ohio

THIS INSTRUMENT PREPARED BY  
THE OHIO BELL TELEPHONE COMPANY  
11.15.96  
Stonehedge Development Co., Ltd.  
FOR OHIO BELL TELEPHONE COMPANY USE ONLY  
Date \_\_\_\_\_ Order No. 0101965  
Engineering District: \_\_\_\_\_  
Recording R/W Agent: Jackson-St. Lynn, Inc.  
Post-11166.25  
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

JANET WEIR CREIGHTON  
Stark County Auditor  
FEE 2.00  
NOV 25 1996  
TRANSCRIBED  
TRANSFER NOT NECESSARY  
DEPUTY [Signature]  
IN COMPLIANCE WITH ORC 319.202

COUNTY RECORDER'S RECORD  
Received for record \_\_\_\_\_ 19\_\_\_\_  
At \_\_\_\_\_ O'clock \_\_\_\_\_ PM  
Recorded \_\_\_\_\_ AM  
Deed Book \_\_\_\_\_ Page \_\_\_\_\_  
County \_\_\_\_\_ Recorder \_\_\_\_\_

96065721

EXHIBIT

To Easement Dated 12/5, 1996

FROM

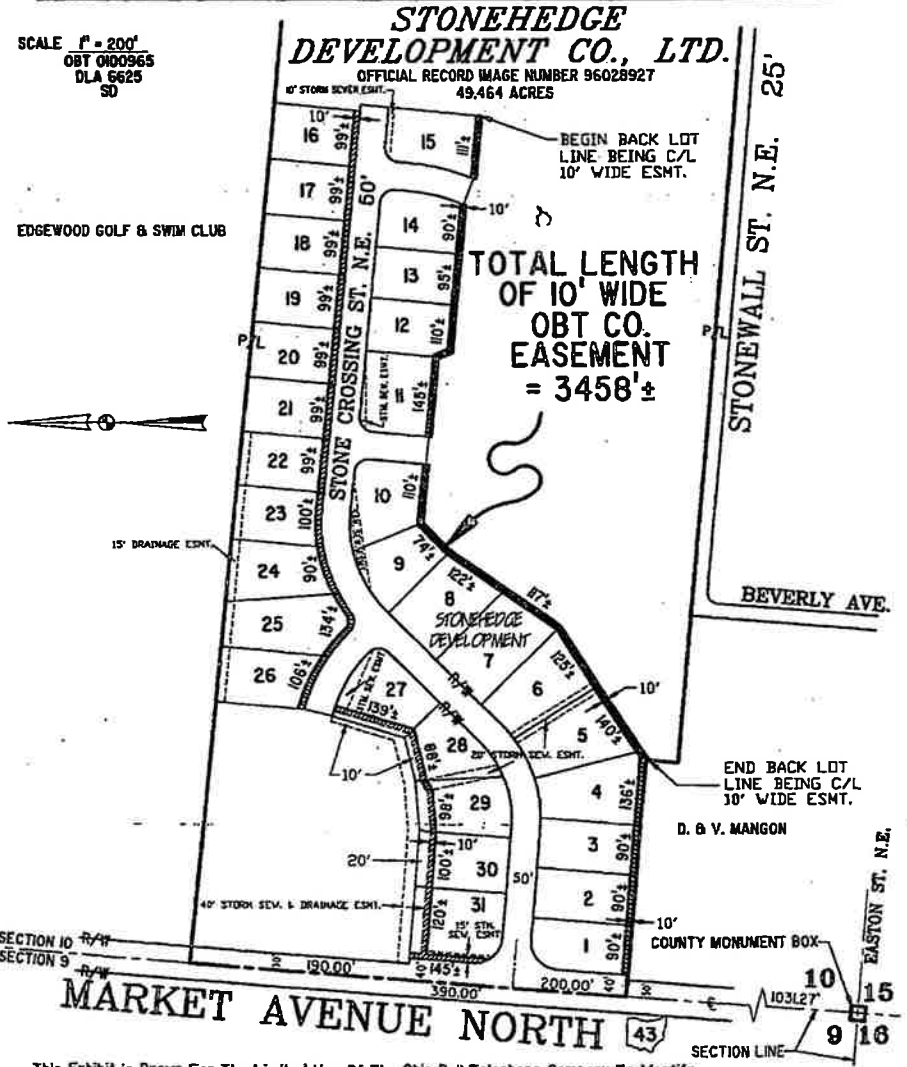
STONEHEDGE DEVELOPMENT CO., LTD., a limited liability company

TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of STONEHEDGE DEVELOPMENT CO., LTD. AS RECORDED IN OFFICIAL RECORD IMAGE NUMBER 96028927 ON JUNE 3, 1996 IN STARK COUNTY, OHIO, SITUATED IN THE STATE OF OHIO, COUNTY OF STARK, TOWNSHIP OF PLAIN, SOUTHWEST QUARTER OF SECTION 10.

SCALE 1" = 200'  
OBT 080565  
DLA 6625  
SD



This Exhibit is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And is Not Intended To Represent An Accurate Survey Of The Property.

1408, 4

#23019 - - \$3.00

SUPPLEMENTAL GAS STORAGE AGREEMENT 48148

Lawrence G. Frits  
Ethel Frits

THIS AGREEMENT, entered into this 28 day of January, 1943, by and between Lawrence G. Frits and Ethel Frits, Husband and Wife of R.D. #7 North Canton, Ohio, hereinafter called the "LESSOR", and THE EAST OHIO GAS COMPANY,

AND  
THE EAST OHIO GAS COMPANY

hereinafter called the "LESSEE".

WITNESSETH THAT:

Lessor, in consideration of the sum of One and 00/100 - -Dollars (\$1.00) in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby agree that the oil and gas lease held by the Lessee on the following described premises, situated in Section No. 10, Plain Township, in Stark County, Ohio, bounded substantially as follows:

- North by lands of V.L. Ney
- East by lands of Edward Styer
- South by lands of Belle Terrace Acres
- West by lands of Public Highway

being all the property owned by Lessor in Plain Township, containing 54 acres, more or less, shall be and the same hereby is modified and extended to the extent that Lessee shall have the additional right, which is hereby granted and given it, of introducing, injecting, storing and removing gas of any kind, including gas now or at any time hereafter lying under said premises, either through wells now located or hereafter drilled upon said premises or through wells located upon any other premises within the so-called Clinton Sands Area (sometimes referred to as the Red and White Medina Formation), or by any other method or means whatsoever, into, in and from any and all sub-surface sands, formations or reservoirs known as the so-called Clinton Sands underlying said premises, whether such gas is produced or secured on or off the premises, and using for such purpose any well or wells now located thereon, to drill as it may elect, other wells thereon for such purpose, and to install and maintain on said premises such additional equipment and pipe lines on, over and across said premises to convey gas to and from and over said premises, and to use sufficient water from the premises to drill and operate wells and other equipment as may be necessary for such purpose.

TO HAVE AND TO HOLD the said oil and gas lease as herein modified and extended unto and for the use of the Lessee for a term of Ten Years, and so much longer either (1) as gas is being produced, stored, withdrawn, or held in storage by the Lessee, in the sub-surface sands, formations or reservoirs known as the so-called Clinton Sand Storage Area within which these premises are comprehended, or taken or marketed from a well or wells on the said premises; or (2) as oil is found on said premises, or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of Lessee; provided, however, that if at the termination of said term either primary or extended there is a well in process of being drilled, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence, and so much longer thereafter as oil is found on said premises or gas is found in sub-surface formations underlying said premises other than the so-called Clinton Sands in paying quantities in the judgment of the Lessee.

Provided, however, that this agreement and the oil and gas lease which it modifies and extends shall become null and void and all rights of either party hereunder shall cease and determine unless the Lessee shall, after One year from February 1, 1943, thereafter pay Lessor, as full rental and compensation for the uses of said premises authorized by the oil and gas lease and this agreement, the sum of Three Hundred Twenty Four and 00/100 Dollars (\$324.00) per year in quarterly installments, unless Lessee at the time is using any well now on the premises or has drilled any well thereon, for the purpose of introducing, injecting, storing or removing gas into

in and from the sub-surface sands, formations and reservoirs known as the so called Clinton Sands, in which event the Lessee shall, while such well is being so used, pay Lessor, in lieu of the foregoing rental and compensation, a sum equal to Two Hundred Dollars (\$200.00) per year for each such well, payments to be made quarterly and to begin as of the date of use by Lessee of each such well for said purposes, Should the Lessee thereafter discontinue using any well or wells on said premises for the aforesaid purposes, the rental and compensation for the uses of the premises for the purposes herein stated shall be the amount first above mentioned; provided however, that in addition to the foregoing rental and compensation Lessee shall pay to Lessor the royalty for oil and gas set forth in the original oil and gas lease, in the event oil is produced from said premises, or gas is produced through wells drilled on said premises from the sub-surface formations underlying said premises, other than the so-called Clinton Sands formations.

It is understood and agreed between the parties hereto that the Lessee is under no obligation, express or implied, to drill the premises or in any manner explore the same for oil or gas, but may do so at its option, and Lessor, in consideration of the payments above required of the Lessee, does hereby relieve and release the Lessee from any obligation it may have under the original oil and gas lease as herein modified and extended or any existing offset well agreements to drill the said premises for oil and gas, or to protect the same from drainage because of oil and gas operations on adjacent tracts.

All property placed upon said land by Lessee shall remain its property, with the right in Lessee at any time or times during the term of this lease or afterwards to remove the same.

The privilege of the Lessor to take gas from any well on said premises for use on the premises as specified in the original oil and gas lease, shall extend to gas stored or to/stored under said premises, as well as to gas produced originally from any well drilled upon said premises, but only to the following extent, to-wit: The first 200,000 cubic feet of gas taken each year shall be free of cost, but all gas in excess of 200,000 cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town nearest the premises above described, Lessor to pay and maintain the service line and furnish regulators and other necessary equipment at his own expense. This privilege is upon the condition precedent that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and shall maintain said service line, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause unnecessary leaks or waste of gas.

No right of forfeiture or rescission of this lease by any default of the Lessee shall obtain to the Lessor without Lessor first giving Lessee thirty (30) days' notice in writing, addressed to it at Cleveland, Ohio, of such default and intention to claim forfeiture or rescission by reason thereof, and the removal by Lessee of any such default within said thirty (30) day period shall operate to deny to the Lessor the right of forfeiture or rescission for such default.

Except as herein specifically modified and extended, all the terms and provisions of the original oil and gas lease covering these premises shall continue in full force and effect between the parties hereto, and all such terms and provisions, and all covenants therein contained, are hereby made applicable to said lease as hereby modified and extended, and shall inure to the benefit of the parties hereto; and all the rights, privileges, covenants and obligations of the parties hereunder shall extend to and be binding upon their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands the day and year first above written.

Signed and acknowledged  
in the presence of:

M.P. Gerstenlager  
F.M. Dempsey

Lawrence G. Frits  
Ethel Frits

STATE OF OHIO  
COUNTY OF STARK ) SS.

On this 28th day of January A.D. 1943, before me, a Notary Public in and for said County, personally appeared the said Lawrence G. Frits and Ethel Frits who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and notarial seal, the day and year aforesaid.

H.C. Kissinger

H.C. Kissinger, Notary Public(Seal)

My commission expires October 16, 1944

Received for Record . . April 13, 1943

at . . . 10:00 A.M.

Recorded . . . May 19, 1943

Recorder . . . Frank J. Shisler

ar/AJ

#23020 - - \$2.00  
Beulah M. Miller  
Joseph A. Miller  
AND  
THE EAST OHIO GAS COMPANY

SUPPLEMENTAL GAS STORAGE AGREEMENT 49457  
THIS AGREEMENT, entered into this 18th day of February, 1943, by and between Beulah M. Miller and Joseph A. Miller, her husband of Canton, Ohio, hereinafter called the "LESSOR", and THE EAST OHIO GAS COMPANY, hereinafter called the

"LESSEE".

WITNESSETH THAT:

Lessor, in consideration of the sum of One Dollar (\$1.00) in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby agree that the oil and gas lease held by the Lessee on the following described premises, situated in Section No. 18, Plain Township, in Stark County, Ohio, bounded substantially as follows:

- North by lands of Mary E. Kurtz
- East by lands of Public Road
- South by lands of Public Road
- West by lands of Railroad

COPIED FROM ORIGINAL  
KENNETH E. MOYER, Recorder  
1-29-64

This Lease is hereby Cancelled and Surrendered  
this 21st day of January 1944  
TO THE EAST OHIO GAS COMPANY  
By J. L. Sullivan, Pres. E.O.G.C.  
Mary Ann Miller  
R. D. Bessing

being all the property owned by Lessor in Plain Township, containing 21 acres, more or less, shall have the additional right, which is hereby granted and given it, of introducing, injecting, storing and removing gas of any kind, including gas now or at any time hereafter lying under said premises, either through wells now located or hereafter drilled upon said premises or through wells located upon any other premises within the so-called Clinton Sands Area (sometimes referred to as the Red and White Medina Formation), or by any other method or means whatsoever, into, in and from any and all sub-surface sands, formations or reservoirs known as the so-called Clinton Sands underlying said premises, whether such gas is produced or secured on or off the premises, and using for such purpose any well or wells now located thereon, to drill as it may elect, other wells thereon for such purpose, and to install and maintain on said premises such additional

#860077---\$ .50  
Charlotte Willenborg  
to  
Ernest V. Hughes

THIS AGREEMENT, made at Mansillon, Ohio, this 14th day of April, A.D., 1928, by and between Charlotte Willenborg and Ernest V. Hughes. That Charlotte Willenborg, heirs, executors, administrators or assigns will grant to Ernest V. Hughes, heirs, executors, administrators or assigns, for his benefit, a strip of land four feet in width off the North end of Lot No. 100, as numbered on the plat of the Perry Development Company's Sippe Heights Addition to the City of Mansillon, to be used as a driveway. It is further agreed that said drive shall not be used by either party hereto, for the purpose of parking automobiles or of any object that would impede or interfere with the passage in or out of any vehicle owned or operated by either party. Signed at Mansillon, Ohio, this 14th day of April, A. D., 1928.

Witness:  
Christine Willenborg  
Harold A. Paul

Charlotte Willenborg  
Lee Willenborg

Subscribed and sworn to before me this 20 day of July, 1927.

Harold A. Paul (SEAL) Notary Public.

Received for record July 20, 1927  
At 2-30 P. M.  
Recorded August 15, 1927.

Joannette Smith--Recorder.

#860070---\$ .50  
Ernest V. Hughes  
to  
Charlotte Willenborg.

This Agreement, made at Mansillon, Ohio, this 14th day of April, A.D., 1928, by and between Ernest V. Hughes and Charlotte Willenborg. That Ernest V. Hughes, heirs, executors, administrators, or assigns, will grant to Charlotte Willenborg, heirs, executors administrators or assigns, for her benefit, a strip of land four feet in width off the South end of Lot No. 108 as numbered on the plat of the Perry Development Company's Sippe Heights Addition to the City of Mansillon, to be used as a driveway. It is further agreed that said drive shall not be used either party hereto, for the purpose of parking automobiles or of any object that would impede or interfere with the passage in or out of any vehicle owned or operated by either party. Signed at Mansillon, Ohio, this 14th day of April, A.D., 1928.

Witness: Harold A. Paul  
A. M. Daniels

Ernest V. Hughes

Subscribed and sworn to before me this 20th day of July, 1927.

Harold A. Paul (SEAL) Notary Public

Received for record July 20, 1927  
At 2-30 P. M.  
Recorded August 15, 1927

Joannette Smith--Recorder.

#860116---\$1.00  
L. G. Frits  
and  
Ethel M. Frits

L. G. Frits Deed of Mortgage. Enc. No. 141 Map No. 243 Drawing No. A-1076-A RE. DR. 7/8/27. THIS INDENTURE, made this 27th day of June 1927, by and between L. G. Frits and Ethel M. Frits, his wife, of the County of Stark, in the State of Ohio, parties of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part. WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollars in hand paid to the parties of the first part by the

party of the second part, the receipt of which is hereby acknowledged, and parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the highway abutting on the following described lands situated in Plain Township, in the County of Stark in the State of Ohio, and part of Section No. 10, Township No. 10 N, and Range No. 0 W and bounded: On the North by the lands of Val. L. Ney, On the East by the lands of H.W. H. and Bertha Fohl, On the South by the lands of Bell Tena Acres, On the West by the lands of Public Road. TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described highway, to cut and remove from said highway or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto of any structure on said premises, and the right of ingress and egress to and over said above described highway, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said highway, together with the rights, easements, privileges and appurtenances in or to said highway which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of \$1.00 (One) for each pole erected along the public highway on said lands, hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantor at One South Fourth Street, Columbus, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Harbner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto. TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns. IN WITNESS WHEREOF, the parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and acknowledged in the presence of;

R. S. Cunningham  
G. J. Ballus

L. G. Frits  
Ethel M. Frits

The State of Ohio, Stark County, SS: Before me, a Notary Public in and for said County, personally appeared the above named L. G. Frits and Ethel M. Frits, who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 27th day of June, A. D., 1927.

H. J. Read (SEAL) Notary Public

Received for record July 29, 1927  
At 10-45 A. M.  
Recorded August 10, 1927

Jeannette Smith--Recorder.







COUNTY: STARK  
 CALCON # 20260402  
 REFERENCE: 424  
 AS OF: 7-26-26  
 EXAMINER: ML

PREMISES: 1254 White Stone Circle NE  
CANTON 4472  
 PARCEL(S): 52-18460

LEGAL DESC: Lot # 105 StoneHedge Dev. #6

PLAIN Twp SECTION 5w10 TWP 11 RANGE 8

Inst.Type	date/file	inst #	Grantor, lessor, assignor, etc Grantee, lessee, assignee, etc	remarks:
ALT	7-8-20	20200709	GIEY, DARYL D. <sup>DEED</sup> <sub>STORZ</sub>	<u>TOPPA</u> <u>202708250028572</u>
JUN	7-9-20	0027882	GIEY, MARILYN J.	MTB 200413226075281 Z M/M 200512280086193
SVID	12-5-05	20051205	White Stone Properties LLC	MTB 2002062800051589 <sup>M/M</sup> M/M 2005112300870442
	12-5-05	0081199	GIEY, Daryl D & Marilyn J	MTB 2000077761 M/M 2002034682
WIT	10-21-04	20041022	WILLIAMS, Dawn J (W)	MTB 94022929 Z M/M 200004460
	10-22-04	0075280	White Stone Properties LLC	MTB 94022929 Z M/M 200004460
WIT	6-27-02	20020628	Legal Construction Co	MTB 200005177 Z M/M 200100249
	6-28-02	0051888	WILLIAMS, Dawn J	MTB 96028928 Z 2000021188
WIT	1-30-02	2002009512	Leach, Robert P & Nancy J (W)	
	2-5-02		Legal Construction Co	
WIT	6-27-00	2000037760	StoneHedge Development Co LTD	
	6-27-00		Leach, Robert P & Nancy J	
11/20 WIT	5-29-96	96028927	MANOLAKIS, Steve (M) (Joaume)	
49.469 WIT	6-3-96		Same	Plat 67, 110-112
1/2 WIT	5-29-96	96028926	Finkelstein, Jeffrey D (Elton M)	CFR 2000037760
	6-3-96		Same	Decl. 2000064474
3/20 WIT	5-29-96	98028925	MANOLAKIS, STAN (Tiffany)	Amend 2000067506
	6-3-96		Same	Decl 2002008731
1/2 WIT	5-29-96	98028924	Guiloy, Rod R (Sandra A)	Decl 2002008732
	6-3-96		Same	<u>E-932181</u>
11/20 WIT	5-31-96	96028927	NORTH MARKET LAND COMPANY a partnership	E-2000064734 Z REC. E-2001010768
	6-3-96		MANOLAKIS, Steve	<u>4002589</u>
1/2 WIT	5-31-96	96028922	NORTH MARKET LAND COMPANY a partnership	CFR 97420071183, 82627
	6-3-96		Guiloy, Rod R	release E-96047197 E-96064473 <u>E-96065721</u>
3/20 WIT	5-31-96	96028921	NORTH MARKET LAND COMPANY a partnership	<u>1951205</u>
	6-3-96		MANOLAKIS, STAN	200200257 D 2004000067 MOP

COMPUTER  DEEDS  MTGS  LEASES   
 PROBATE  CofC  BANK   
 BUYER(S): AVGON



COLONIAL TITLE AGENCY, LLC

4850 Higbee Ave NW, Canton, OH 44718  
(330) 305-6446 Fax (330) 305-1774

## ORDER CONFIRMATION

File # 20260402

Order Date: 4/2/26

Property Address: 1254 White Stone Cir NE Canton OH 44721

Transaction Type: Auction

County: Stark

PPN: 5218460

Seller(s): Marilyn L Giey

Buyer(s):

Please send completed search by end of business day on  
04/07/2026

Thank you!

Lori Brittain – [lori@mycolonialtitle.com](mailto:lori@mycolonialtitle.com)  
Nan Mortier – [nan@mycolonialtitle.com](mailto:nan@mycolonialtitle.com)

4/2  
MW  
4:40

**"Exhibit A"**

**Situated in the Township of Plain, County of Stark and State of Ohio:**

**Known as and being Lot No. 105 in Stonehedge Development No. 6, as set out in Plat Book 67,  
Page 111 and 112, Stark County Records.**