

DISPLAY COPY

THE VILLAS AT STONEHEDGE #2

Date: 10-5-23

Re: Access Road entering the properties at 1236, 1240, 1244, 1248, and 1254 White Stone Cir.

From this day forward, all maintenance, repairs or replacement of the concrete portion of the road entering 1236 and 1240 will be paid for by those homeowners. The asphalt portion of the road will be maintained, repaired or replaced by the homeowners of 1244, 1248, and 1254.

If at anytime in the future there is a major project that involves the entire access road, it will be voted on by all five property owners, in person, with a minimum three vote majority for the project.

This agreement supersedes any and all previous agreements, written or oral.

1236 White Stone Cir. Barry M. Resnick Barry Resnick

1240 White Stone Cir. Mary Anne Eibest Mary Anne Eibest

1244 White Stone Cir. Christine Sprague Christine Sprague

1248 White Stone Cir. Steve and Brenda Cekanski Steve Cekanski

1254 White Stone Cir. Marilyn J. Giey Marilyn Giey

2000064434

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

INDEX	MS
DESCRIPTION	MS
CROSS REF	

RECORDED THIS DATE
CHRIS THOMAS
STARK COUNTY RECORDER

2000 OCT 26 AM 11: 57

FEE 8.00

Zimmer

October 2, 2006

To: Villa Owners – Stonehedge #2

Attached for your records is the approved and recorded amendment to the Homeowners Association Declaration of Covenants, Conditions, Easements, and Restrictions for The Villas at Stonehedge, Phase 2. If you have questions about this change, please contact a member of the board of managers.

86.7% of the membership (26 of 30 lot owners) recently approved the amendment.

Please file this amendment with your copy of the main document. It has been recorded by the Stark County Recorder's office.

Mike Crowl
Paul Papparone
Walter Zimmer, Jr.

Reference: Document No. 2000064434
Declaration of Covenants, Conditions, Easements and Restrictions for The Villas at Stonehedge, Phase 2
Article III – Covenants and Restrictions Item 3 – Lot Uses (Page 7)


Current:


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.

Change to the following:

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 either short-term or long-term leasing or rental activities. 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.

APPROVAL:


Walter A. Zimmer, Jr.


Paul Paparone

STATE OF OHIO, STARK COUNTY, ss:

Before me, a Notary Public and for said County and State, personally appeared the above-named Paul Paparone and Walter Zimmer, Jr., representatives of The Villas at Stonehedge #2 Homeowners Association, 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 29th day of September, 2006.


Notary Public



JANET CUTINELLA
Notary Public, State of Ohio
My Commission Expires
April 15, 2008

Document Prepared by:
Paul J. Paparone

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").

W I T N E S S E T H:

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 of Managers shall determine.
- iii. The Association shall be responsible for the maintenance, repair or replacement of the exterior of a portion of the Common Areas, but not the interior and/or the improvements on other portions of the Common Areas listed above, the same being the responsibility of the individual Lot Owner.

*H.O.A. voted not to
Salt drives.*

B. Management. The Association shall be responsible for the adoption of policies, programs, rules, regulations and procedures to the benefit of all Members, and for the enforcement of such policies, programs, rules, regulations and procedures.

- i. Adopt reasonable policies, programs, rules, regulations and procedures for the maintenance, upkeep and repair of the Common Areas and/or any improvements thereon;
- ii. Engage employees, 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 simples 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

1. 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 mortgage 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 or 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 no 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

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

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 aforementioned 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

ARTICLES OF INCORPORATION
OF
THE VILLAS AT STONEHEDGE, PHASE 2 OWNERS ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Section 1702.01, et. seq., of the Ohio Revised Code, does hereby certify:

FIRST: The name of the corporation shall be **The Villas at Stonehedge, Phase 2 Owners Association, Inc.**

SECOND: The place in Ohio where the principal office of the corporation is to be located is in Jackson Township, Stark County, Ohio.

THIRD: The purpose for which the corporation is formed is to establish and to function as the association and organization (known as "The Villas at Stonehedge, Phase 2 Owners Association") of all the owners of lots or residences on the property known as The Villas at Stonehedge, Phase 2 Properties, located in Plain Township, Stark County, Ohio, the same being so designated in a Declaration of Covenants, Conditions, Easements and Restrictions for The Villas at Stonehedge (the "Declaration"), recorded in the Records of the Stark County Recorder's Office.

FOURTH: The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, which is filed in the Stark County Records, said definitions being incorporated herein by reference.

FIFTH: The Association shall have all of the common law and statutory powers of a not for profit corporation under the laws of the State of Ohio, which are not in conflict with the provisions of these Articles, the Declaration, or applicable law, as such powers are necessary to operate the Association and perform its functions in accordance with the Declaration.

SIXTH: The Association shall have perpetual existence; provided, however, that said Association shall terminate automatically upon an election by the members of the Association on which not less than seventy-five percent (75%) of the members elect to terminate the same. In the event that such an election is made, the Members, the Board of Trustees and/or Officers of the Association shall take the necessary acts to effect the termination of the Association.

SEVENTH: **Membership:** The members of the Association shall consist of all of the record title Lot Owners on The Villas at Stonehedge, Phase 2 Property from time to time.

Assignment: The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the lot or residence for which that share is held.

Voting: On all matters upon which the membership shall be entitled to vote, each Lot Owner shall be entitled to cast a vote for each Lot owned, and each such vote shall be equal. Such votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

Meetings: The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

EIGHT: The persons having the authority to manage and conduct the affairs of the Association shall be known as the Board of Managers as provided for in the By-Laws. The following persons, having their addresses set forth opposite their respective names, shall be the initial Managers of the corporation, to serve until the first annual meeting or other meeting called to elect the Board of Managers:

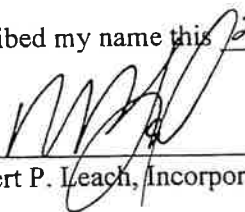
<u>Name</u>	<u>Address</u>
Robert P. Leach	7239 Wales Ave. N.W, North Canton, Ohio 44720
Lisa E. Leech	7239 Wales Ave. N.W., North Canton, Ohio 44720
Andrew R. Leach	7239 Wales Ave. N.W., North Canton, Ohio 44720

NINTH: These Articles may be amended by the affirmative vote of members holding no less than seventy-five percent (75%) of the voting power entitled to vote on the date said vote is taken, except that Article Seven may be amended only by the unanimous vote of members; provided, however, that said amendment is not in conflict with any provisions of the Declaration.

TENTH: The members of the Board of Managers shall not be liable to the Owners or to the Association or its Members for any mistake in judgment or for any acts or omissions made in good faith as such Managers. The Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the By-Laws of this Association. The liability of any Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the number of votes held by the Owner relates to the total number of votes held by all Lot Owners.

ELEVEN: If there is any conflict between these Articles of Incorporation and the Declaration, then the Declaration shall prevail.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26TH day of OCTOBER, 2000.

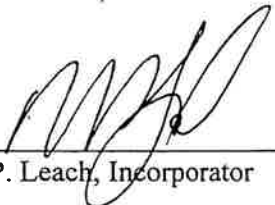


Robert P. Leach, Incorporator

ORIGINAL APPOINTMENT OF AGENT

October 26, 2000
Canton, Ohio

The undersigned, being the sole incorporator of **THE VILLAS AT STONEHEDGE, PHASE 2 OWNERS ASSOCIATION, INC.**, does hereby appoint Robert P. Leach, a natural person and resident in the State of Ohio, as the agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete business address is 7239 Wales Ave. N.W., North Canton, Ohio 44720.



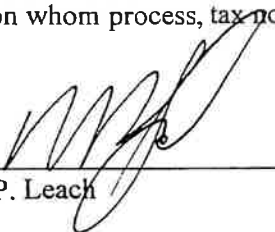
Robert P. Leach, Incorporator

October 26, 2000
Canton, Ohio

The Villas at Stonehedge, Phase 2 Owners Association, Inc.

Gentlemen:

I hereby accept appointment as agent of your corporation, upon whom process, tax notices or demands may be served.



Robert P. Leach

BY-LAWS OF THE VILLAS AT STONEHEDGE, PHASE 2 OWNERS ASSOCIATION, INC.

The within By-Laws are executed in connection with and relate to the Declaration of Covenants, Conditions, Easements and Restrictions for The Villas at Stonehedge, Phase 2, said Declaration, and any amendment thereto, being hereinafter referred to as the "Declaration." For purposes of these By-Laws, the definition of any and all words, terms and/or phrases which appear or are used in these By-Laws and are defined in the Declaration shall have the same meaning in these By-Laws as set forth in the Declaration.

The purpose of these By-Laws (hereinafter referred to as the "By-Laws") is to provide for the establishment of an Owners Association (hereinafter referred to as the "Association") for the government of The Villas at Stonehedge, Phase 2 Property described in the Declaration in the manner provided by the Declaration and these By-Laws, all of which shall be subject to the covenants, provision and/or regulations contained in the Declaration and these By-Laws and shall be further subject to any and all restrictions, conditions and/or regulations hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any Lot or residence described in the Declaration, or the mere act of occupancy of any Lot or residence shall constitute acceptance and ratification of the Declaration and these By-Laws.

These By-Laws also serve as the Code of Regulations for said Association, a not-for-profit corporation organized under the laws of the State of Ohio and called The Villas at Stonehedge, Phase 2 Owners Association, Inc. It is intended that the Association shall qualify for tax exempt status under the Internal Revenue Code, and to this end, the Association is organized solely for the purpose of providing for the management, maintenance and care of The Villas at Stonehedge, Phase 2 Property. The Association through its Board of Managers shall take proper steps to insure, if possible, that its operations meet the requirements of the Internal Revenue Code for tax exempt status, and if any provision of these By-Laws would prevent the Association from qualifying for such tax exempt status, it shall be deemed null and void.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called The Villas at Stonehedge, Phase 2 Owners Association, Inc.

Section 2. Membership. The membership of the Association shall consist of all Owners of Lots on The Villas Stonehedge Property (hereinafter referred to as the "members"). No purchaser of a Lot shall be deemed a Member until the sale and purchase of such Lot has been consummated by the payment of the purchase price and delivery and recording of the deed thereafter. Ownership of a Lot shall be the sole qualification for membership.

Section 3. Membership Not Transferable. Except as provided herein or in the Declaration, membership in the Association shall not be transferable. The membership in the Association of each

Member shall terminate upon a sale, transfer, or other disposition of the Member's ownership interest in the Lot, accomplished in accordance with the provisions of the Declaration, and all rights and privileges of a Member in the Association shall cease on the termination of such Lot ownership, and, thereupon, the membership of such respective Owner in the Association shall automatically transfer to and vest in the new succeeding Owner. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

Section 4. Voting Rights of Members. Subject to the provisions set forth below and to the provisions of the Declaration, each Member shall be entitled to one vote for each Lot owned. All votes shall be equal. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the ownership of a Lot, each shall be entitled to exercise such proportion of the voting power for such Lot as shall be equal to such person's proportionate interest in the Ownership of such Lot.

Only Members in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. A Member shall be deemed to be "good standing" and "entitled to vote" if, and only if: (i) at least three days prior to the date fixed for such annual or special meeting, he shall have fully paid all assessments made or levied against him and all of his Lots by the Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him, and against all of his Lots, and (ii) as of the date of the meeting, his voting rights are not suspended through action taken by the Board, after notice and opportunity for hearing, as a penalty for infraction of the Rules and Regulations or any of the provisions of the Declaration or these By-Laws.

A Lot which has been acquired by the Association in its own name or in the name of its agent, designee, or nominee on behalf of all the Members shall not entitle such Owner to vote so long as it continues to be so held.

Section 5. Proxies. Members may vote or act in person(s) or by proxy. The person appointed as a proxy need not be a Member of the Association. Designation by a Member of a proxy to vote or act on the Member(s) behalf shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the Member or Members making such designation. If a Member has designated his first Mortgagee as his proxy under the terms of a first mortgage covering such Member's Lot, the presentation to the Board by a representative of such Mortgagee of a copy of that Mortgage containing such proxy designation shall constitute notice of that designation and if the mortgage so states, notice that said designation shall continue until such mortgage has been satisfied or otherwise terminated. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 6. Meetings of Members.

(a) Annual Meeting. The annual meeting of the Members of the Association of the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may be properly brought before the meeting shall be held at such place as designated by the Board on a date which also will be specified in the notice of such meeting at 8:00PM

or at such other time as may be designated by Board and specified in the notice of the meeting, which notice shall be given as provided in Subsection C of this Section 6 of Article I.

(b) Special Meetings. Special meetings of the Member of the Association may be held on any business day when called by the President of the Association or by the Board or by Members entitled to cast at least twenty percent (20%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of the Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery or by mail, of a meeting to be held on a date not less than ten (10) nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00PM or at such other agreed upon time, and shall be held at such place as shall be specified in the notice of such meeting. No business other than that specified on the call or notice of said meeting shall be considered at any special meeting.

(c) Notices of Meetings. Not less than ten (10) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or person required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is a Member of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members of the Association. Notice of the time, place and purposes of any meetings of the Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member, which writing, shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting, without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by the Members of notice of such meeting.

(d) Quorum - Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise majority of the voting power of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum of such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws. The Members entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(e) Actions without a Meeting. All actions, except removal of a Manager, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in a writing or writings signed by Members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association. Written notice of any action proposed to be taken by such written consent of members shall be given to all parties who are entitled to notice under Subsection C, of this Section and Article, not less than ten days prior to commencing the circulation of the action for written consent among the members.

(f) Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Roll-call
- (3) Proof of notice of meeting or waiver of notice
- (4) Reading of minutes of preceding meeting
- (5) Reports of Officers
- (6) Reports of Committees
- (7) Election of Managers (when appropriate)
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

(g) Vote by a Business Entity. The vote of any corporate partnership or trust Member may be cast on its behalf by any officer, partner, or beneficiary of such Member authorized to take such action on behalf of the Business Entity.

ARTICLE II

BOARD OF MANAGERS

Section 1. Board of Managers. The Board of Managers initially shall be those three (3) persons named as the initial Board pursuant to the provisions of the Articles, or 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 ten (10) Lots have been sold and are not owned by Declarant. Within thirty (30) days after the sale of such tenth Lot, the then Lot 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 Manager receiving the most votes having a three-year term, the Manager receiving the second most votes having a two-year term, and the Manager 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.

Within 30 days after the Turnover Date, a special meeting of the members of the Association shall be held and all Lot Owners, including Declarant, shall elect three (3) Board members to replace those Board members earlier appointed by the Declarant. The Board shall then and thereafter consist of three Managers. The terms of the Managers shall be staggered so that the terms of at least one-third of the Managers will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Managers whose terms then expire shall be elected to serve three-year terms.

Although none of Declarant's appointees need be Members or Occupants of a Lot, after the Turnover Date, all members of the Board shall be Lot Owners.

Section 2. Nomination. Nomination for election to the Board of Managers shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. At the first organizational meeting of the Association (after the Turnover Date referred to above, all nominations shall be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Managers and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Managers not less than one month prior to each annual meeting of the members and shall serve thereafter until a new Nominating Committee is appointed, unless otherwise provided by the Board or otherwise voluntarily terminated. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast with respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Any one or more members of the Board, excepting only Managers named in the Articles or selected by Declarant, may be removed from the Board, with or without cause, by a majority of the Members. In the event of death, resignation or removal of a Manager other than one named in the Articles or selected by Declarant, that Manager's successor shall be selected by the remaining members of the Board unless the election of a successor Manager is conducted at that same meeting and shall serve until the next annual meeting, when a Manager shall be elected to complete the term of such deceased, resigned or removed Manager. Declarant shall have the sole right to remove, with or without cause, any Manager designated in the Articles or selected by Declarant. Declarant may also select the successor of any Manager selected by Declarant who dies, resigns, is removed from office or leaves office for any other reason before the first election of Managers.

Any member of the Board may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary or President of the Association. Such resignation shall take effect immediately or at such other time as the resigning member of the Board may specify, and acceptance of such resignation shall not be necessary to make it effective.

Section 5. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Manager shall receive compensation for any service rendered to the Association as a Manager. However, any Manager may be reimbursed for his, her or its actual expenses incurred in the performance of duties.

Section 6. Organization Meetings. Immediately after each annual meeting of members of the Association, the Board shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by any two (2) Manager after not less than three (3) days' notice to each Manager. Said notice of the time and place of said meeting shall be given in writing by the person or persons calling the meeting, to each member of the Board either by personal delivery of telegram at least 36 hours before the meeting, or by mail deposited at least four days prior to the meeting, Said notice need not specify the purposes of the special meeting.

Section 9. Quorum. The presence at any duly called and noticed meeting of Managers entitled to cast one-half (1/2) of the voting power of Managers shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Declaration, these By-Laws, the Articles or by law, each Manager shall be entitled to cast one vote, and the vote of a majority of Managers voting on any matter that may be determined by the Managers, at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 11. Action in Writing Without Meeting. Any action that could be taken by Managers at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Managers.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Articles, these By-Laws, and the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Declaration, and these By-Laws;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve those portions of the Common Areas as are the Association's responsibility under the Declaration;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Members and their guests thereon, and establish penalties for the infraction thereof;

- (g) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration, these By-Laws, or Articles;
- (h) declare the office of a member of the Board to be vacant in the event such Manager shall be absent from three (3) consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles, and the Declaration);
- (j) purchase or lease or otherwise acquire in the name of the Association or its designee (corporate or otherwise) on behalf of all Members, any Lot offered for sale or lease, or Lots subject to foreclosure or other judicial sales;
- (k) do all things and take all actions permitted to be taken by the Association by law, the Declaration, these By-Laws, and the Articles, not specifically reserved thereby to others;
- (l) grant licenses;
- (m) establish and maintain a funded reserve for contingencies and replacements in any amount which it determines, in its sole discretion, to be necessary or advisable and, to the extent that it deems desirable, to create requirements for other reasonable reserves (such as maintenance and repair, working capital, bad debts, and depreciation) and designate trust funds for the benefit of Members of the Association;
- (n) form committees of the Board and/or composed of persons who need not be members of the Board, members of the Association, or Occupants, and delegate to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate; and
- (o) borrow from any reserve fund established and maintained by it for a maximum period of 90 days to fund expenditures authorized in the Declaration or these By-Laws.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting, or at any special meeting when such statement is requested in writing by Members representing one-half (1/2) or more of the voting power of Members;

- (b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
 - (1) fix the amount of assessments against each Lot as provided therein;
 - (2) give written notice of each assessment to every Member subject thereto within the time limits set forth therein; and
 - (3) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) at its discretion cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law, the Articles, the the Declaration and these By-Laws.

Section 14. Non-Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Members or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Managers. The Members and the Association and its Members shall indemnify and hold harmless each member of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Association unless any such contract shall have been made in good faith or contrary to the provisions of the Declaration applicable to the Lots or the Condominium Property or contrary to the By-Laws of this Association. The liability of any Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the number of notes held by the Owner relates to the total number of votes held by all Lot Owners.

Section 15. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE III

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officers need be a member of the Association nor need any officer be a Manager. The same person may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be selected by the Board, at the first meeting of the Board of Managers following each Annual Meeting of the members (Organization Meeting), and shall serve for a term of one year, unless he shall sooner resign, be removed, or otherwise become disqualified from serving.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for the above described period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be such duties as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written agreements.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Lot owners, serve notice of meetings of the Board and of the Lot owners, and keep appropriate current records showing the names of Lot owners of the Association together with their addresses.
- (c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Lot owners at the annual meeting, and deliver or mail a copy of each to each of the Lot owners.

ARTICLE IV
COMMITTEES

Section 1. The Board of Managers may appoint an Architectural Control Committee and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Managers may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. It shall be the duty of the Board of Managers to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Managers, officers or Committees of the Association further concerned with the matter presented.

ARTICLE V
GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. Each Member shall pay common Assessments from Common Expenses, as provided herein and/or in the Declaration to the Association, for the benefit of all of the Members, and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Maintenance Fund"), and out of the Maintenance Fund the Association shall arrange and pay for the following:

(a) Casualty Insurance. The premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(b) Liability Insurance. The premiums upon a policy or policies insuring the Association, the members of the Board and the Members against any liability to the public or to the Members, and their invitees or tenants, incident to the Common Areas as provided in the Declaration, the limited of which policy or policies shall be reviewed annually;

(c) Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with any applicable law;

(d) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for The Villas at Stonehedge, Phase 2 Property, the services of any person or persons required for the maintenance or operation of The Villas at Stonehedge, Phase 2 Property, any legal and/or accounting services necessary or proper in the operation of The Villas at Stonehedge, Phase 2 Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(e) Care of Common Areas. The cost of lawn care, snow removal, maintenance, repair and/or replacements of the portions of the Common Areas which are to be maintained and repaired by the Association pursuant to the Declaration;

(f) Certain Maintenance of Lots. The cost incurred by the Association in connection with any maintenance and/or repair to any Lot or residence and/or any portion of Limited Common Area which is the Member's responsibility, which the Association, in its discretion, deems to be necessary, and which maintenance and/or repair the Member has failed or refused to perform within a reasonable time after written notice of the necessity of such maintenance or repair has been delivered to the Member. In such circumstances, the Association shall levy a special assessment against such Member or Members for said maintenance and/or repair together with other expenses which the Association may have incurred therewith;

(g) Additional Expenses. The cost of any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, Common Expenses or Assessments which the Association is required to secure or pay for pursuant to the terms of The Declaration and/or these By-Laws and/or by law or which is in the opinion of the Association necessary or proper for the maintenance and operation of The Villas at Stonehedge, Phase 2 Property as a first class real estate development or for the enforcement of the Declaration, these By-Laws and/or any rules and regulations promulgated hereunder.

Section 2. Capital Additions and Improvements. The Association's power hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capitals additions to, or capital improvements of, the Common Areas requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of fifty-one percent (51%) of the voting power of the Association.

Section 3. Contracts with Developer. Anything contained in these By-Laws and the Declaration to the contrary notwithstanding, the Declarant shall not enter into any contract with the Association to provide any services to the Association and/or The Villas at Stonehedge, Phase 2 which is for a period in excess of one (1) year from and after the date the Members have assumed control of the Association, unless such management contract or other agreement is renewed and continued by the Association by a majority vote of the Members, other than the Declarant, duly taken and had in accordance with the By-Laws and the Declaration.

Section 4. Rules and Regulations. The Board of Managers may adopt rules and regulations and the Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may from time to time supplement, amend and modify such rules and regulations as it may deem advisable for the maintenance, conservation and beautification of The Villas at Stonehedge, Phase 2 Property, and for the health, comfort, safety and general welfare of the Members and Occupants of The Villas at Stonehedge, Phase 2 Property. Written notice of such rules and regulations shall be given to all Members and Occupants and The Villas at Stonehedge, Phase 2 Property shall at all times be maintained subject to such rules and regulations. In the event any such rules and regulations shall conflict with any

provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 5. No Active Business to be Conducted for Profit. The Association shall have no authority to conduct any active business for profit on behalf of Member or any of them; provided, however, that the Association shall have authority to lease or sublease any Lots or residences it may acquire by deed or lease in accordance with the provisions of the Declaration or these By-Laws.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE VI

DETERMINATION AND PAYMENT OF COMMON EXPENSES AND ASSESSMENTS

Section 1. Obligation of Members to Pay Assessments and to Make a Contribution to Working Capital. It shall be the duty of every Member to pay the Member's proportionate share of Common Expenses and any and all Assessments therefor as set forth in Articles VI and VII of the Declaration. Such proportionate share to be determined as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board, as herein provided or as provided in the Declaration. Each Member shall also be obligated to pay all special assessments and other costs and assessments properly chargeable to him and to his or her Lot.

Each party purchasing a Lot from Declarant shall deposit with the Association, at the closing of his purchase, such sum as may be required by Declarant as the new owner's initial contribution to the working capital of the Association. Such Contribution shall be non-refundable.

ARTICLE VII

ESTABLISHMENT OF ANNUAL BUDGET

Section 1. Preparation of Estimated Budget. Prior to the beginning of each fiscal year, the Board shall estimate the total amount necessary to pay the cost of management fees, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all such services in connection with The Villas at Stonehedge, Phase 2 Property, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacement, and shall notify each Member in writing as to the amount of such estimate, with reasonable itemization thereof. Such estimated cash requirements (hereafter referred to as the "Estimated Cash Requirement") shall be assessed to the Members according to each Member's voting interest as set forth in the Declaration. On or before the first day of the ensuing fiscal year, and the first day of each and every month of said ensuing year, each Member shall be obligated to pay to the

Association the monthly amount determined to be payable that month as the appropriate amount of the annual Common Expenses for that year as well as the amount of any other assessment made pursuant to the terms of the By-Laws and Declaration. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Members an itemized accounting of the maintenance expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Member's percentage of ownership in the Common Areas to the next monthly installments for Common Expenses due from Members under the then current year's estimate, until exhausted, and any net shortage shall be added according to each Member's voting interest to the installments due in the succeeding six (6) months after rendering of the accounting. The annual budget, including the initial budget of the Association, shall be established on an annual basis. Each Member recognizes that the initial cost for the maintenance and operation of The Villas at Stonehedge, Phase 2 Property may be less during the initial operations due to the new condition of the improvements therein and its partial use and that, thereafter, it is probable that the amount of the monthly Common Assessments may increase.

The portion of each Assessment payable made or to be made by each Member which may appropriately be considered, under generally accepted accounting principles as a contribution to capital and which the Board designates as such, shall be designated separately as such in the records of the Association and on Assessment notices sent to Members. That portion of each Assessment payment which is allocable to the reserve for contingencies and replacements and the portion allocable to any other reserve shall also each be separately designated for these purposes on the records of the Association and on Assessment notices sent to Members.

Section 2. Budget for First Year. The Board of Managers of the Association, as designated by the Declarant or Developer as provided in Article II, Section 1, shall promptly prepare an Estimated Cash Requirement which will be the basis for determining the amount of the monthly Common Assessments which each Member shall be obligated to pay.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Managers to prepare or serve the annual or adjusted estimate on the Members shall not constitute a waiver or release in any manner of any Member's obligation to pay the Common Expenses for maintenance costs and necessary reserves or any other charge as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Member shall continue to pay the monthly Common Assessments at the existing monthly rate or rates established for the previous period until the first monthly Common Assessment payment date which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 4. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Member or any representative of any Member duly authorized in writing, at reasonable times during normal business hours and upon request by a Member or his or her representative. Upon ten (10) days notice to the Board and upon payment of a reasonable fee, any Member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Member.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for special assessments as may be levied hereunder against less than all of the Members, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Members in proportion to each Member's percentage ownership in the Common Areas and Facilities as provided in the Declaration. The Board may, in its sole discretion, take any action which it deems necessary as to the collection, holding, disbursement, or categorization of the reserve funds in order to comply with the provisions of the Internal Revenue Code, U.S. Treasury Regulations issued thereunder, and/or any ruling by the Internal Revenue Service as to the noninclusion of such funds in the taxable income of the Association.

Section 6. Annual Audit. The books of the Association shall be audited once a year by the Board, and such audit shall be completed prior to each annual meeting of the Members. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant or an independent auditing firm.

Section 7. Encumbrancer's Statement and Right to Cure. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth all unpaid amounts properly chargeable against the Lot covered by his or its encumbrance, which such request shall be complied with promptly. Any encumbrancer holding a lien on a Lot may pay any such unpaid amount properly chargeable against such Lot, and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Service of Notices on the Board of Managers. Notice required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at such person's Lot.

Section 2. Service of Notices on Devisees, Heirs-at-Law and Personal Representatives. Notices required to be given to any devisees, heirs-at-law, or personal representative of a deceased Member may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Member is being administered.

Section 3. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Member, their respective successors, heirs and assigns.

Section 5. Enforceability of Covenants. The invalidity of any covenant , restriction, condition, limitation or any other provision of these By-Laws, or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

Section 6. Insurance of Contents of Lots. Each Member shall be responsible for insuring the Lot, residence and contents of the Member's residence and any additions and improvements thereto and decorations and furnishings and personal property therein, and the Member's personal property stored elsewhere of the Villas at Stonehedge, Phase 2 Property, and the Member's personal liability to the extent not covered by the liability insurance for all of the Members obtained as part of the Common Assessments as above provided. All policies maintained by the Member under this provision shall include a waiver of subrogation in the event of a loss, for the benefit of the Association, Declarant, Developer, Managers, Managing Agent and their respective agents.

Section 7. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by these By-Laws shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rule 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.

ARTICLE IX

AMENDMENT OF BY-LAWS

These By-Laws may be amended or modified at any time, from time to time, by action or approval of Members exercising seventy-five percent (75%) or more of the voting power; except the By-Laws affecting the rights or interests of Declarant and/or its agents shall not be amended or modified without the prior written consent of Declarant, provided, further Amendments may be made to these By-Laws for the reasons as provided in Article IX of the Declaration.

IN WITNESS WHEREOF, the Declarant, Regal Construction Company has executed this instrument at Canton, Ohio, on the 26th day of OCTOBER, 2000.

Signed and acknowledged
in the presence of:

Lisa E. Lee

Nancy L. Carnes

Lisa E. Lee

Nancy L. Carnes

[Signature]
Robert P. Leach, individually

[Signature]
Nancy J. Leach, individually

REGAL CONSTRUCTION CO.

By: [Signature]

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.

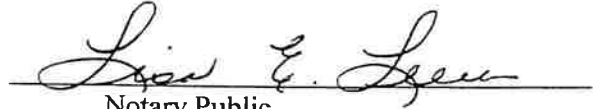
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 26th day of October, 2000.


Notary Public

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 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 ___ day of October 26, 2000.


Notary Public

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

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