

**DECLARATION OF PROTECTIVE COVENANTS  
FOR THE MEADOWS OF SCOTSBURY**

The undersigned, Scotsbury Builders Group, LLC (hereinafter referred to as “SBG”), for itself, its successors and assigns, being the Owner and Developer of Scotsbury Glen 1 aka The Meadows of Scotsbury (hereinafter referred to as “Allotment”) as delineated on a plat recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Stark County, Ohio Records, does hereby establish the following restrictive covenants as covenants running with the land encumbering all of the lots as dedicated on the plat for the mutual benefit of the grantor, its successors and assigns, any grantees, and for the benefit and protection of all other present and future owners of the property in the Allotment.

**ARTICLE I  
Specified Conditions and Restrictions**

A. Residential Use:

(1.) Lots Used for Residential Purpose: Said lots shall be used solely and exclusively for single family, private residential purposes and no structure shall be erected thereon other than one, detached, single family dwelling not to exceed two stories in height except as permitted by Article I B(3) except. SBG may and,, in its sole discretion, may authorize aother builder(s) to maintain a structure for use as a model or sales center, parking areas, signs, and/or officers on any lot or lots.

B. Restriction – Improvements and Design Standards:

(1.) Plan Approval: No buildings or structures (including, but not limited to, driveways, decks, patios, fences and walls) or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon any lot unless and until the plot plan; house or structure size; type; cost; materials and construction; the color scheme; the grading and drainage plan of the lot, including the grade elevation of any structures upon the lot; and the plans, specifications and details of the building and any structures have been approved in writing by SBG. No buildings or structures, except such as conforms to said plans, specifications, details and submittals, shall be erected, reconstructed or suffered to remain upon said lot.

(a.) A true copy of said plans, specifications, details and all requested submittals shall be delivered to SBG for SBG’s review and approval. Any such items delivered to SBG shall be retained by SBG and kept on file with SBG.

(b.) SBG shall approve the plans delivered to SBG within thirty (30) days of the dated receipt from the authorized representative of SBG for the last required submittal received by SBG. Failure of SBG to approve or deny the plans at the end of the thirty (3) days shall have the same effect as if the plans had been approved in writing.

(c.) Building Designs: Lot owners shall select building sites and plans which do not result in repetitious designs within close proximity. Furthermore, careful consideration must be given to roof lines of adjacent residences. Generally, roofs shall have a minimum 6/12 pitch provided, however, that upon application from a lot owner, SBG may approve, in its sole discretion, a roof on all or part of the house that has a different pitch taking into consideration the setting of the specific house and its relationship to surrounding properties.

(d.) Building Material: Brick, stone, natural wood or stucco shall be the predominate materials used in construction of approximately thirty percent (30%) of the front of all residences within the Allotment. Fronts constructed predominately with vinyl, aluminum, steel or similar siding materials shall not be permitted. The final decision on the percentage or ratio of brick, natural wood, or stucco to vinyl, aluminum, steel or similar siding materials on the A material shall be deemed to predominate if it covers at least thirty percent (30%) of the front of the residence shall be in the sole discretion of SPG.

All other materials used should be compatible with each other and blend together with a common tone. Accent colors are acceptable if used carefully to add detail and highlight architectural features.

(e.) Brick: Natural sand molded brick is preferred. "Manufactured" sand mold and textured brick may also be used. Color ranges shall be subtle with no speckled or glazed brick permitted.

(f.) Exposed Foundation: A brick or stone band on all front elevations and all elevations facing streets on corner lots shall be required. On sides of the residence not facing a street, no more than 16" of exposed poured concrete, split face or colored block shall be permitted. No exposed grey standard block shall be permitted on any side of the foundation. Where a brick or stone band is required, stucco may be used on the exposed block if the house has a stucco exterior siding.

(g.) Chimneys: Brick or stone masonry exterior construction is required on all full height chimneys. For all other chimneys, detailed drawings which shall show all exterior materials must be submitted to SBG for its approval prior to construction. SBG, in its sole discretion, may permit or deny the design or the use of any exterior material whether or not the same or similar design and/or material has been used on other chimneys in the Allotment.

(h.) Corner Lots: SBG shall have sole discretion as to which street the residence shall face.

(i.) Sediment Control: In the construction of improvements on any lot in the Allotment, no activities or any action will be taken by a grantee of a lot which would be in violation of the NPDES permit for the Allotment or a violation of the erosion and sediment control plans or any other relevant plans. A grantee of a lot in the Allotment or said grantee's contractor, employees, agents, successors, or assigns shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm systems. Copies of all applicable plans are on file in the office of SBG at 2824 Marsh Avenue NW, Canton, Ohio 44708. The

builder or lot owner agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program. P. O. Box 1049, Columbus, Ohio 43266-1049.

(2.) Single Story/Multi-Story: On any lot in the Allotment, no single story residence shall be erected which shall contain less than one thousand five hundred (1,500) square feet of living area, no story and a half which shall contain less than one thousand eight hundred (1,800) square feet shall be in the first floor area (whether a structure is considered a story and a half shall be in the sole discretion of SBG), and no other multi-story residence shall be constructed which shall contain less than two thousand (2,000) square feet of living area. Living area includes only finished and heated spaces, exclusive of garages, attics, basements, porches and patios.

(3.) Attached Garage and Other Structures: All residences must provide an attached garage, providing space for a minimum of two full size automobiles. A lot owner may request approval for the construction of an unattached or detached garage upon the submittal of such drawings and specifications as SBG might require and such approval or disapproval shall be at SBG's sole discretion based upon its evaluation of the designs and the lot in question and its relations to surrounding properties. Carports are expressly prohibited. No other detached or unattached buildings shall be permitted including sheds and other outbuildings whether or not they are considered to be permanent or temporary structures or moveable or non-moveable structures.

(4.) Completion of Construction: Construction of a residence on a lot shall commence within twelve (12) months from the date of recording of the deed from SBG to a third-party purchaser and all structures erected on any lot shall be completed within one year from the date the construction is commenced.

(5.) Approved Builder: In an effort to enhance, preserve and safeguard the quality of the Allotment, for each and every residence constructed upon any lot in the Allotment, SBG must accept and approve any builder ("Builder") in writing, before the Builder shall commence any construction upon any of the lots for any lot owner. As a condition precedent to any such acceptance and/or approval, the Builder:

- (a.) must have and maintain a good standing and reputation in Stark County, Ohio as a residential home builder and be a Builder member, in good standing, of the Building Industry Association of Stark County; and
- (b.) must acknowledge and accept in writing this Declaration and agree in such writing to fully comply with the Declaration, any rules and regulations for the Allotment, and any guidelines established including, but not limited to, roadway cleaning and erosion control plans.
- (c.) SBG will maintain a comprehensive list of approved Builders which shall be available for the review of all lot owners. The list of approved Builders may change from time to time. The fact that a Builder has previously built

in the Allotment does not guaranty their continuance as an approved Builder.

(6.) Mailbox/Newspaper Receptacles: Mailboxes and newspaper receptacles will be provided and installed by SBG and at the sole cost and expense of each lot owner. Mailboxes and newspaper receptacles, once installed, shall be maintained, repaired and replaced by the lot owner. No mailbox or newspaper receptacle shall be erected or installed other than the type provided and installed by SBG. In the event the type or style of receptacle becomes no longer available, SBG shall designate a replacement type or style which must be used.

(7.) Retaining Walls: Retaining walls are permitted and shall be constructed per plans submitted to SBG in accordance with Article I, Section (B)(1) hereof.

(8.) Elevation, Location of Residence, and Swales: The lot owner acknowledges and understands the elevation of each lot, the placement of the residence, and the grading of the site and the placement of swales shall be set by SBG, no changes shall be made to any of the above without the prior written consent of SBG.

(9.) Patios: Patios shall not be permitted in the front yard unless specifically approved by SBG.

(10.) Tree Requirement: A minimum of two (2) trees per house with at least a two inch (2") trunk diameter are required to be planted, one in the front yard and one in the rear yard, on all lots in addition to the trees provided by SBG along streets. The owner is expressly prohibited from moving street trees to other areas on the owner's lot. The lot owner shall maintain and replace, if necessary, all street trees with approximately the same size and the same species of tree. Any request for variation therefrom shall be first submitted in writing to SBG which may or may not approve the variation in its sole discretion.

C. Conditions and Specific Restrictions – Lots:

(1.) Yard Maintenance: The owner(s) of each lot shall at all times maintain the yard in a well-kept and well groomed manner. The yard maintenance shall include the following:

- (a.) Owner's periodic application of a weed killer of a type appropriate to control growth of weeds.
- (b.) Owner's application of grass fertilizer not less than one (1) time each year and water as often as necessary to avoid browning of grass.
- (c.) Owner's regular cutting, mowing and/or trimming of all grass; pruning or trimming of hedges and other plantings that regularly require pruning or trimming.

- (d.) Owner's maintenance of each open storm water drainage swale, waterway, creek and/or pond on any lot in good condition and state of repair such that there will be no interference with the flow of drainage water.

Neither the location nor the grade of any such drainage swale shall be altered so as to interfere with the flow of drainage water nor shall any owner replace any swale with pipe and/or permit the planting/growth of any tree, shrubs and/or vegetation thereon except for grass.

- (e.) Owner must obtain prior written approval from SBG or the Association for any landscaping plan that provides for less than sixty (60) percent of the lawn area (area of lot other than footprint of residential structure and driveway) to be planted with grass.

(2.) Clutter/Rubbish: In recognition of the residential character of the Allotment, no owner shall permit the placement and/or accumulation of any clutter or other unsightly objects on any part of a lot which are viewable from the street or adjacent lot or in any street areas and/or sidewalks abutting the same including, without limitation, any persistent deployment of children's playthings (wheeled or otherwise), outside workshops, lumber storage piles, wood piles, and/or piles or accumulations of any other items, materials or matter.

(3.) Mobile Trailer: No mobile trailer, mobile home, utility trailer, recreational vehicle, boat, or non-operational vehicle shall be kept, maintained, or stored outside the garage on said premises, except that a boat or recreational vehicle may be temporarily permitted to be parked on the driveway of the residence for a time not to exceed seventy-two (72) continuous hours at any one time and on not more than a total of ten (10) days in any calendar year.

(4.) Animals: No animals of any kind shall be kept at or harbored on any lot except for dogs, cats and other common household pets ("Permitted "Pets"). No more than a total of two (2) Permitted Pets shall be allowed per house. No animals shall be raised, kept or bred for any commercial purposes on any lot. Any and all permitted pets shall be housed or kept inside the residence and shall not be permitted to freely run in the Allotment. No structure(s) for the housing, exercising or keeping of any such Permitted Pets shall be erected or maintained on any lot including, without limitation, any kennels, hutches and/or runs.

(5.) Signs. No signs of any kind shall be displayed to the public view on any lot or in a window of any residence, except as provided in Section (E) of this Article.

(6.) Fence: Prior to installation or construction, the plans, including location, for all fences shall be submitted to SBG. SBG shall have the right to approve or disapprove the fences in its sole discretion. The style and color of the fence must blend architecturally with the house. No chain link, wire mesh or similar fences shall be permitted. No fence shall be installed within five feet (5') of any property line. No solid or railing fence, excepting a hedge or shrubby fence, not to exceed thirty inches (30") in height shall be built or permitted in the front of the building lines nor shall any fence, except for a swimming pool fence, exceeding five feet (5') in height be built or permitted in the rear or side of any lot.

(7.) Driveway: All residences require a permanent driveway leading from the property to the street which must be concrete and installed within nine (9) months after completion of residence. Other hard surface materials may be considered by SBG which may approve or deny such request for alternative hard surface material in its sole discretion.

(8.) Landscaping: All lawns shall be completed within nine (9) months of completion of the residence and all other landscaping shall be completed within six months after occupancy of the residence. So called “natural landscaping” of lot is prohibited.

(9.) Satellite/Antennas: Antennas, aerials, or other such devices for television or radio reception, except a permitted satellite dish as herein defined, are not permitted on the outside of any dwelling. No satellite dish in excess of eighteen (18) inches in diameter (“Permitted Dish”), may be placed on or about a lot. The owner(s) must install and maintain any Permitted Dish in the rear of the residence and the same must not be openly visible from a public street servicing the lot or any adjacent lot. Any means of concealing a Permitted Dish must not be in violation of any of the conditions and restrictions within this Declaration and must be of such aesthetic nature as to blend and harmonize with the surroundings.

(10.) Vegetable Gardens: No vegetable garden(s) of any size or type may be located in front of any residence.

(11.) Sanitary Containers: All trash, garbage and/or other waste must be kept in a covered and sanitary container such as a trash can, garbage can and/or waste/refuse container (“Container”). Each Container must be kept inside the garage of a residence provided, however, that the Container may be deposited at the public street for collection.

(12.) Pool: No above ground swimming pools, except small, portable pools with a maximum water depth of twelve inches (12) and not more than five feet in diameter if round, or five feet maximum length and width if rectangular, or not exceeding twenty-five (25) square feet of interior area if of a shape other than circular or rectangular shall be permitted. The permitted pools shall be drained and stored out of sight from the street or adjoining lots when not in use. In-ground pools shall be fenced in accordance with all state and local laws, rules and regulations and in compliance with Section (C)(6) of this Declaration of Protective Covenants.

Private in-ground pools shall be permitted to the extent that approval is sought and granted by the Township of Jackson and SBG. All swimming pools, together with adjacent improvements, shall be enclosed by a wall or fence having a minimum height of five feet (5’) or in accordance with the then existing local zoning regulations, whichever are greater, and shall also comply with the fence provisions in Section (C)(6) herein.

(13.) Laundry. No clothing and/or any other household linens, sheets or fabrics shall be hung or dried outside of a residence. No clotheslines or any other type of device used to hang or dry laundry outside shall be permitted.

(14.) Applicable Government Regulations: Lot owners shall comply with all applicable governmental laws, rules and regulations, including, but not limited to, Zoning, Building, Health and Safety, and Environmental rules and regulations.

D. Entrance Lights:

(1.) SBG shall provide two (2) street lights at the entrance of the Allotment. The cost of the installation, operation, usage and maintenance shall be either shared by the lot owners equally in which case the Association shall be formed and shall be responsible for determining the assessment to be paid by each lot owner or the cost of the installation, usage and maintenance shall be charged by the local Utility Company and included on the lot owner's individual tax bill. SBG, in its sole discretion, shall select one of the above mentioned methods for determining the cost of the street lighting.

**ARTICLE II**  
**Prohibited Uses and Activities**

A. Mining/Minerals: there shall be no mining, extraction and/or removal of any minerals, oil, sand, gravel, topsoil and/or aggregate for commercial purposes through the surface of any lot without the prior written consent of SBG, except so much dirt, soil and other materials as are necessary for the construction of the residence and proper grading of the lot. This restriction will not limit or prohibit and shall not apply to any and all gas leases(s) of record on the effective date of this Declaration.

B. Alcohol: No liquor, either malt, spirituous, vinous, or fermented, shall at any time be manufactured, sold, or traded in or on said premises.

C. Business Use: No business of any nature, except for the business conducted by or approved by SBG pursuant to Article I (A)(1) above, shall be carried on upon any lot in the Allotment. There shall be no storage of toxic or dangerous chemical substances excluding general household cleaners. No shop, store, factory, saloon, tenement, lodging house, boarding house, public garage, barn, stable, hotel, asylum, institution of like nature, nor charitable or non-profit institution shall be permitted on the premises hereby conveyed.

D. Nuisance: there shall be no activity permitted on any lot which may be or become an annoyance or nuisance to the neighborhood. No noxious or offense activity shall be carried on upon any lot.

E. Signs: Erection or maintenance of any signs, billboards or advertising devices of any kind are prohibited except (a) signs not larger than ten (10) square feet offering the lot for sale shall be permitted on the premises to be sold (one per lot), (b) home builders and general contractor signs for the original construction of the residence, not larger than ten (10) square feet (one per lot) and only until the residence is completed and sold. SBG shall approve all signs prior to their use. Nothing herein contained shall limit SBG's right to place entry signs to the Allotment or signs designating the existence and location of model homes or sales center or limit SBG's rights under Article I, Section A(1) of this Declaration.

F. Lighting: Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.



**ARTICLE III**  
**Reservation, Easement and Common Area**

A. Future Easements and Right-of-Ways: SBG reserves the right to grant future easements or right-of-ways for the construction, maintenance, extension and operation of all public or private utility and drainage facilities in or upon all lots, highways and streets, now existing or hereafter established, upon which any portion of this Allotment may now or hereafter front or abut. The owners of any and all lots in the Allotment agree to and do hereby consent to and affirm all such agreements that may be entered into between SBG and public or private utility companies, entities or authorities. All utility services shall be underground.

B. Right to Create and Relocate Easements: SBG or the Association reserve to themselves the right to create or relocate utility or drainage easements in accordance with the requirements of the Stark County Engineer and any local governmental authority or as SBG deems necessary for the orderly development and progress of the Allotment. SBG or the Association further reserves to themselves the right to create or relocate easements for signs, entrance lighting and other entrance features on lots at the entrance to the Allotment.

C. Reservation of Utility Easement: SBG reserves perpetual easements for utility installations (including, but not limited to, gas, electricity, telephone, drainage, cable, sewer and water) and the maintenance thereof over ten (10) feet off the front, rear and side lines of each lot.

D. Right to Enter Upon Lot: SBG reserves the right for itself, its agents, employees, contractors, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property including, but not limited to, the completion of any dredging, filling, grading and installation of drainage or the other facilities or for any work pursuant to the reserved easements and rights-of-way as set forth above in paragraphs A, B and C of this Article III. Upon completion of any such work, the restoration obligation of SBG or the Association shall be limited to restoring the disturbed area to its former grade and seeding the disturbed area. There shall be no obligation to restore any other vegetation, plants, landscaping, or structures. Entry onto said property for such purpose is expressly permitted and authorized and shall not be deemed a trespass.

**ARTICLE IV**  
**Limits, Modification and Enforceability**

A. Right to Amend: SBG reserves the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable, provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument is signed by a majority of the owners of the lots within the Allotment agreeing to such amendment, change cancellation or addition. SBG shall have the right to approve such instruments as the owner of all unsold lots, which are developed or undeveloped in all phases of the total proposed Allotment. The restrictions contained herein shall be deemed as covenants running with the land and shall be binding upon all owners and grantees of the lots and all persons claiming under or through them.

B. Right to Modify: If by reason of the shape, dimension, or topography of any lot or for any other reason satisfactory to SBG in its sole discretion, the enforcement of any provision of these restrictions would work a hardship, SBG may modify such provisions as they apply to that lot or lots. Such modification shall be granted by SBG if such modification will not do material damage to any adjacent lot or property. Requests for modifications must be submitted to SBG in writing with sufficient plans, specifications, explanation, and evidence required or requested by SBG to render a decision on the requested modification. Construction or improvement based upon requested modification shall not commence until written approval is granted by SBG.

**ARTICLE V**  
**Homeowners Association**

A. Formation: SBG expressly reserves the right, now or at any time in the future, to form a Homeowners Association (hereinafter referred to as the “Association”), a corporation not-for-profit, established pursuant to the laws of the State of Ohio. The Association’s purpose shall be operating, maintaining, and administering all lots and property contained in both Scotsbury Glen 1 aka The Meadows of Scotsbury (hereinafter “the Allotment”), including Common Areas, if any, and such improvements as may be constructed and developed for which the Association may become the Owner in this and any additional phases of the Allotment constructed by SBG. The Association shall also enforce the restrictions for the Allotment, create rules and regulations for the Allotment which are not in conflict with the Declaration of Protective Covenants, as amended, and shall be responsible for carrying on activities as may be necessary and advisable to maintain the beautification and to enhance the values of the property located in the Allotment. SBG shall have the right to assign and delegate to the Association any of its rights or obligations pursuant to the Declarations and, after such assignment, SBG shall be released from all obligations therefore. All costs incurred by the Association in connection with said ownership, operation, construction and development and any and all costs for maintenance, repairs, replacement and administration of any portion of the Allotment, including Common Areas, if any, shall be determined by the Association and shall be levied and collected as an assessment.

B. Membership: Each lot owner by accepting the Deed or other transfer to a lot shall automatically be a member in the Association and shall be bound by all rules and regulations that may be established by its governing body. If a lot is owned of record by two (2) or more persons, whether fiduciaries, joint tenants, tenants-in-common or otherwise in a form of joint of common ownership, then the multiple owners shall select and designate one (1) such owner to serve and act as the “member” and to qualify for voting privileges and will notify the Association in writing of the name of such designee (hereinafter referred to as the “Designated Member”). If the owners do not so notify the Association, then the first named owner on the deed shall have the right to act as the member and be entitled to exercise the voting privileges.

Membership shall automatically terminate when the owner(s) transfers ownership of the lot of record, at which time the Membership shall automatically pass to the new owner(s).

C. Voting Rights: Each member (or Designated Member as applicable) will be entitled to cast one (1) vote for each lot owned. For purposes hereof, the vote of a Designated Member

shall represent the will of all multiple owners of the lot. SBG shall have one (1) vote for each lot not yet transferred or recorded to a new owner.

D. SBG Acting as the Association: Until such time as SBG forms the Association, SBG may, in its sole discretion, exercise all rights granted herein to the Association.

E. Association's Responsibilities: In addition to discretionary actions the Association may take in accordance with its organizational documents:

(1.) The Association shall have the duty to maintain, repair and replace all entrance features including, but not limited to, structures such as walls and signs and all landscaping, trees, shrubs and mulch beds; and

(2.) The Association shall have the duty to maintain, repair and replace all signage and lighting, including bulbs, globes and fixtures, that are located within or on any common areas or easement area; and

(3.) The Association shall have the duty to service, maintain and repair any easement areas transferred to or conveyed to the Association or under its control; and

(4.) The Association shall be responsible for the payment of any electric bill if separate meters are installed for street lights or signs in connection with entry features to the Allotment and to pay any costs or charges in connection with the street lights over and above those costs and expenses included within the lighting district serving the Allotment and to be fully responsible for all costs and charges relating to the street lights in the event that the lighting district is ever terminated or modified in any manner resulting in additional costs or expenses relating to the street lighting becoming the obligation of the lot owners of the Association.

(5.) The Association shall have all the powers and duties as provided to a planned community as set forth in Ohio Revised Code Chapter 5312.

F. Associations' Power to Levy Assessments: The Association shall have the power to levy assessments for the common expense and collect all amounts due. The Association shall also have the power to place a lien on any lot for any unpaid amounts due to the Association. Assessments shall be paid by each lot owner in monthly installments or as otherwise provided for by the Association. Any assessment remaining unpaid for sixty (60) days or more shall become a lien upon said owner's lot for the unpaid amount plus costs and fees.

G. Assessment: For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Common Area, including, but not limited to, the upkeep of any entrance walls, signs, and fences constructed by SBG along the exterior of the allotment, the Association shall fix and assess an annual assessment against each lot owner in the Allotment. The Association shall fix the Assessment equally upon all of the lots in the Allotment.

H. Initial Contribution: Payment of the Assessments for a lot shall commence upon the transfer of title of such lot from SBG to its grantee, whether it be a builder or the person intending to occupy the residence upon such lot. In addition to prorated Assessments due for the time period after a grantee closes upon the acquisition of their lot, the grantee shall also be required to pay a non-refundable, initial working capital contribution to the Association at the closing upon the purchase of their lot. Such initial working capital contribution shall be in an amount established by SBG and shall not be refundable to the owner or any party for any reason including, without limitation, upon the resale of the lot. SBG shall not be required to pay such initial working capital contribution for lots it owns in the Allotment. The initial working capital contribution collected hereunder may be utilized for any purpose that Assessments may otherwise be utilized by the Association.

J. Insurance Liability: The Association shall obtain and maintain a comprehensive policy of public liability insurance (“Liability Insurance”), insuring the Association and the owners with coverage limits as the Association may determine; provided however, that such coverage shall before be for at least Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence for personal injury and/or property damage covering claims relating to any common area and/or entrance feature or otherwise connected with the Association’s maintenance, repair, or replacement obligations hereunder. The Association shall also maintain fire and extended coverage insurance upon the Common Areas and the entrance features in such amount(s) and with such coverage terms as the Association shall determine from time-to-time. The Association may additionally purchase and maintain contractual liability insurance and such other insurance as the Association may determine is necessary.

**ARTICLE VI**  
**Constructive Notice and Acceptance**

A. Acceptance: Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Allotment is and shall be conclusively deemed to have consented to and agreed to every covenants, condition and restriction contained herein whether or not reference to these restrictions is contained in the instrument by which such person acquired an interest in said Allotment.

B. Notice: All notices required by this Declaration shall be in writing and shall be deemed effective the day after it was properly sent to the correct mailing address of the lot owner or to SBG, by either certified mail with a return receipt requested or by receipted overnight courier such as Federal Express or by personal delivery by an officer or duly authorized representative of the Association.

**ARTICLE VII**  
**General Provisions**

A. Conflicting Provisions: If any difference shall arise between interested parties as to the construction, interpretation, application or meaning of any provision of this instrument establishing the Conditions and Restrictions, the decision on and determination of such

construction shall be made by SBG or its designee for that purpose, and any decision which SBG or its designee shall reach shall be final and conclusive on all parties.

B. Invalidity: All of the covenants, conditions and restrictions shall be construed together as part of a uniform code provided, however, that if any one or part of the covenants, conditions and restrictions contained herein shall be held to be unenforceable or invalid, the validity of no other covenant, condition, or restriction, or part thereof, shall be thereby impaired.

C. Enforceability/Waiver: The provisions herein contained shall inure to the benefit of and shall be enforceable by SBG, any homeowners association for the Allotment to which the lot owners must belong, or the owner or owners of any lot included in said Allotment their administrators, executors, heirs, successors and assigns. The failure by any person or persons who have the right to object to any violation or to enforce any covenant, condition, or restriction herein contained, however long continued, shall not, in any event, be deemed a waiver of the right to object to the continued or future violation of, or to enforce these covenants, conditions, and restrictions.

D. Term SBG: Any reference to SBG in the Declaration shall include all successor and assigns of **Scotsbury Builders Group, LLC**.

E. Allotment Expansion. The lots and any expansion of or in any additional phases of the Allotment shall automatically be subject to and bound by the terms and conditions of this Declaration of Protective Covenants.

IN WITNESS WHEREOF, these Reservations, Covenants, Restrictions and Conditions have been duly signed, acknowledged and delivered by SCOTSBURY BUILDERS GROUP, LLC this \_\_\_\_\_ day of February, 2014.

SCOTSBURY BUILDERS GROUP, LLC

By: \_\_\_\_\_  
Its Authorized Member

STATE OF OHIO, COUNTY OF STARK ) ss:

Before me, a Notary Public, in and for said County and State personally appeared the above names Scotsbury Builders Group, LLC an Ohio limited liability company, by \_\_\_\_\_, its authorized Member, who acknowledges that he did sign the foregoing instrument on behalf of said Company and that the same is its free act and deed and the free act and deed of him personally as such authorized Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio this \_\_\_\_\_ day of February, 2014

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Notary Public

This Instrument prepared by:  
Zollinger, Gruber, Thomas & Co.  
6370 Mt. Pleasant Street, NW  
North Canton, Ohio 44720

Linda HD//ClientFolderMSG/ScotsburyBuilders/MeadowsofScotsbury/ProtectiveCovenants140210