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CONDITIONS AND RESTRICTIONS

RECORDED THIS DATE
JANE VINDOS
STARK COUNTY RECORDER

for

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INDEX	✓
DESCRIPTION	✓
CROSS REF	

COVENTRY HILLS ALLOTMENT (NO. 1)
JACKSON TOWNSHIP, STARK COUNTY, OHIO

42.00

The undersigned are all of the fee simple owners of the lots in the allotment known as the Coventry Hills Allotment, Jackson Township, Stark County, Ohio, as recorded in Plat Book 58, Page 130 of the Stark County Records.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such allotment, the owners state that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the owners thereof.

1. No lot or any part thereof shall be used for other than residential purposes. No lot shall be subdivided or any lot sold except as a whole, except that the undersigned shall have the right to divide lots for the purpose of adding part thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

2. Any dwelling erected in Coventry Hills #1 shall adhere to and comply with the following requirements:

a. Each dwelling shall be a single-family detached residence with a living area (which includes only finished and heated spaces exclusive of garages, attic, basements and patio of at least fifteen hundred (1,500) square feet for ranches and two thousand square feet (2,000) for all other homes. Any dwelling where part of the living area is partly underground (not basement), then that area will count as fifty percent (50%) for computation of square footage.

b. Any dwelling erected on any lot shall present a good and authentic architectural appearance from all exterior elevations.

c. Each dwelling shall be set back from the street a minimum of fifty (50) feet from the front lot line: furthermore, no dwelling shall be located closer to any side lot line than ten (10) feet from one side lot line and fifteen (15) feet from the other side lot line for a minimum of twenty-five (25) feet total from both side lot lines, nor closer to any rear lot line than twenty-five (25) feet. On any dwelling, the front steps, bay, projecting windows, stairway, landings, cornice, spouting, chimney, brackets, pilasters, grillwork, trellises and any other similar projections for purely ornamental purposes, may extend beyond the building setback lines. Where any person owns two (2) or more adjoining lots, this restriction shall apply only to the outside lines of said lots owned by said person.

d. Each dwelling shall have a garage for at least two (2) cars and at least 440 square feet of floor area which shall be attached to the main dwelling house. No carports shall be permitted.

e. Any dwelling constructed shall in its planning take into consideration the topography of the lot and any trees situated thereon so that a minimum of destruction to existing grades, drainage and trees is needed to construct the dwelling.

f. A hard surfaced driveway of concrete or brick shall be constructed on the property no later than six (6) months from the time of occupancy of the property.

g. No building of any kind may be erected or maintained on any of the lots in said allotment, until the plans and specifications, elevation, location, materials, colors and grade thereof, have been

submitted in writing and are approved in writing by an authorized employee or agent of Coventry Hills #1. Any exposed foundation and chimney shall be brick or if house is stucco, then any exposed foundation shall be brick or stucco.

h. The lot owners shall maintain a general good appearance of said premises and shall in no case allow weeds to grow on any part of said lot including easements reserved for public utilities and land lying between the front lot line and the road improvement. A finished lawn shall be planted and seeded within six (6) months after occupancy of the residence.

i. The erection of any building on said premises must be completed within one (1) year from the beginning of building operations. No structure of a temporary character, trailer or shack shall be permitted on any lot at any time. No tent, basement, garage or any partially completed dwelling house shall be occupied as a residence, either temporarily or permanently.

3. Each lot shall be used exclusively for a private single-family residential dwelling, subject to all requirements herein provided. No outbuilding, utility buildings or buildings for housing pets shall be permitted.

4. Motor homes, campers, travel trailers, boats, trucks or any other recreational vehicle shall be parked in garages at all times. Any such vehicle which is too large to fit entirely within a garage shall not be parked in the allotment.

5. No fence or railing shall be built or permitted on said property in front or side yards of any dwelling the height of which exceeds 40 inches. No such fence shall be of metal including chain link construction. All fences shall be approved in writing by the undersigned Coventry Hills #1, prior to installation. Rear fences shall not take up over forty percent (40%) of rear lot, be closer than 5 feet to a side lot line or 15 feet from rear lot line or over 5 feet in height.

6. No intoxicating liquors or illegal substance of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.

7. Mail box or newspaper delivery receptacles will be furnished by Developer.

8. No commercial or industrial vehicles, such as, but not limited to, moving vans, trucks (other than light-duty pickup trucks), tractors, trailers, wreckers, hearses, compressors, concrete mixer or buses shall be parked upon said premises, except as necessary to the performance of work in constructing, repairing or servicing the dwelling house on the premises or its appurtenances.

9. No turkeys, geese, ducks or rabbits and no domestic animals except dogs and cats, may be kept on said premises. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. No nuisance of any kind shall be maintained or allowed on said premises and no use thereof shall be made or permitted that is noxious or dangerous to health. Grantor shall have full authority to determine what constitutes a nuisance.

10. Outside dish-type satellite television or radio reception devices are not permitted in the allotment. Furthermore, antennas, aeriels or other such devices for television or radio reception are not permitted on the outside of any dwelling. No sign shall be permitted in public view except (4) square feet advertising for sale. No outside laundry shall be hung. Vegetable gardens are allowed but not over (40) square feet no closer than (15) feet from property lines and only in rear lots. No above-ground pools will be permitted. Overhead garage doors are to be of one color in respect to each dwelling.

11. The undersigned, Coventry Hills #1, has reserved for itself, its successors and assigns and easement over an area 30 feet by 30

feet at the northwest corner of Lot #1 and southwest corner of Lot #12 for the purpose of constructing and maintaining an ornamental sign and ornamental plantings or landscaping to beautify the entrances to the allotment. At such time as the undersigned forms the Homeowners' Association, said easement shall be assigned to the Homeowners' Association.

12. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association whose membership shall consist of the owners of lots in Coventry Hills #1.

a. Each and every owner in Coventry Hills #1, by virtue of ownership of a lot therein, shall become and during the entire period of ownership of said lot shall remain a member of any such Homeowners' Association, which shall be a Corporation Not For Profit organized for the protection and benefit of all such owners and shall possess certain voting and property rights, subject to and limited by provisions of this declaration of Restrictive Covenants and right and powers of, and the rules and regulations hereinafter established by, said Homeowners' Association.

b. The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of vacant property and streets as the Association may deem advisable. For doing such, the Homeowners' Association may obligate each lot in said Subdivision for payment of an annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in advance on the 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving or cleaning beautification easement areas, vacant property and streets of the subdivision and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of funds thus obtained for all of the aforementioned purposes.

c. By acceptance of the deed to a lot or tract of land in Coventry Hills #1 Allotment, the Grantees do grant to such Homeowners' Association and until its formation, the undersigned, the rights to place a "NOTICE OF LIEN" against any lot(s) or tract(s) owned by Grantee in such allotment upon the Grantee becoming delinquent in the payment of any assessments levied against the lots in the allotment pursuant to these restrictive covenants and any amendments or modifications thereto.

13. Until such time as all the lots have been sold by the undersigned, the undersigned, its successors and assigns, shall have the right to grant all approvals and make any other decisions as provided for in these restrictions. After the sale of the last lot, such right shall be delegated to a Homeowners' Association formed pursuant to Paragraph 12. In the event a Homeowners' Association has not been formed by the time of the sale of the last lot by the undersigned, its successors or assigns, then the approval rights shall temporarily lapse until such time as a Homeowners' Association is duly formed.

14. The undersigned reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purposes of carrying out and completing the development of the property, including, but not limited to, the completion of any filling, grading or installation of drainage facilities. Entry into said property for such purposes shall not be deemed a trespass.

15. The covenants and restrictions hereinbefore set forth, pertaining to the building covenants and restrictions, shall run with the land hereinafter described and all subsequent owners and occupants hereof.

16. Any of the covenants and restrictions set forth herein may at any time and in any manner be changed with the written consent of the owners of seventy-five percent (75%) of the lots in Coventry Hills #1.

17. Any covenant or restriction contained herein may be enforced against any violation thereof by any present or future owner or owners of any lot located in Coventry Hills #1 by any proper legal or equitable proceedings, the same being for the benefit of all present and future owners of land in said allotment.

18. The invalidation or modification of any of the foregoing covenants, agreements, easements, restrictions, reservations, provisions and changes by judgement or order of any court shall not affect any of the other covenants, agreements, easements, restrictions, reservations, provisions and changes which shall remain in full force and effect.

Dated this 17th day of February, 1995.

Shoreview Development, Inc.
by:

Witnessed by:

Denise Dixon
DENISE DIXON

Patricia Williams
Patricia Williams Secretary

Betty A. Beck
BETTY A. BECK

Oakes Homes, Inc.
by:

Denise Dixon
DENISE DIXON

Galen M. Oakes, Jr.
Galen M. Oakes, Jr. President

Betty A. Beck
BETTY A. BECK

Diss Construction, Inc.
by:

Denise Dixon
DENISE DIXON

Derek Diss
Derek Diss President

Betty A. Beck
BETTY A. BECK

West Moor Construction, Inc.
by:

Patricia Williams
PATRICIA WILLIAMS

Eugene L. Seifert
Eugene L. Seifert President

Denise Dixon
DENISE DIXON

Patricia Williams
PATRICIA WILLIAMS

Krystyne L. Hoffman
Krystyne L. Hoffman

Betty A. Beck
BETTY A. BECK

Patricia Williams
PATRICIA WILLIAMS

Timothy Hoffman
Timothy Hoffman

Betty A. Beck
BETTY A. BECK

Galen M. Oakes II
GALEN M. OAKES II

Patricia Williams
PATRICIA WILLIAMS

Galen M. Oakes II
GALEN M. OAKES II

Patricia Williams
PATRICIA WILLIAMS

Denise Dixon
DENISE DIXON

Betty A. Beck
BETTY A. BECK

Patricia Williams
PATRICIA WILLIAMS

Denise Dixon
DENISE DIXON

Betty A. Beck
BETTY A. BECK

Denise Dixon
DENISE DIXON

Betty A. Beck
BETTY A. BECK

Denise Dixon
DENISE DIXON

Denise Dixon
DENISE DIXON

Betty A. Beck
BETTY A. BECK

Denise Dixon
DENISE DIXON

Betty A. Beck
BETTY A. BECK

Daniel C. Paquay
Daniel C. Paquay

Cynthia M. Paquay
Cynthia M. Paquay

Galen M. Oakes, Sr.
Galen M. Oakes, Sr.

Beulah L. Oakes
Beulah Oakes

Steven T. Yost
STEVEN T. YOST
STEPHEN

Carole A. Yost
Carole Yost

David A. Hoffman
David A. Hoffman

Mallory D. Hoffman DBA Hoffman Builders
Mallory D. Hoffman, dba Hoffman Builders

ACKNOWLEDGEMENT

State of Ohio)
County of Stark) SS

Before me a Notary Public in and for said county, personally appeared

Shoreview Development, Inc., by Patricia Williams, its Secretary who acknowledges she did sign the foregoing instrument and the same is the fee act and deed of the corporation and of her personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Massillon, Ohio this 17th day of February, 1995.

Denise F. Dixon
Notary Public

My Commission expires: Denise E. Dixon
Notary Public, State of Ohio
My Commission Expires April 20, 1998

ACKNOWLEDGEMENT

State of Ohio)
) ss
County of Stark)

Before me a Notary Public in and for said county, personally appeared

Oakes Homes, Inc. by Galen M. Oakes, Jr., its President

who acknowledges he did sign the foregoing instrument and the same is the fee act and deed of the corporation and of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at *Muscellon, Ohio* this *17th* day of *February*, 19*95*.

Denise E. Dixon

Notary Public

My Commission expires: *Denise E. Dixon*
Notary Public, State of Ohio
My Commission Expires April 20, 1998

ACKNOWLEDGEMENT

State of Ohio)
) ss
County of Stark)

Before me a Notary Public in and for said county, personally appeared

Diss Construction, Inc. by Derek Diss, its President

who acknowledges he did sign the foregoing instrument and the same is the fee act and deed of the corporation and of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at *Muscellon, Ohio* this *27th* day of *February*, 19*95*.

Denise E. Dixon

Notary Public

My Commission expires: *Denise E. Dixon*
Notary Public, State of Ohio
My Commission Expires April 20, 1998

ACKNOWLEDGEMENT

State of Ohio)
) ss
County of Stark)

Before me a Notary Public in and for said county, personally appeared

Krystyne L. Hoffman and Timothy Hoffman

the Declarants in the foregoing instrument, and acknowledged the signing thereof to be their voluntary free act and deed.

In Testimony Whereof, I have hereunto set my

hand and official seal, at Massillon, Ohio
this 7th day of March, 1995.

Betty A. Beck
Notary Public

BETTY A. BECK
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 30, 1995

My Commission expires:

ACKNOWLEDGEMENT

State of Ohio)
County of Stark) ss

Before me a Notary Public in and for said county, personally
appeared

David A. Hoffman /individually and Mallory D. Hoffman, /dba Hoffman Builders

the Declarants in the foregoing instrument, and acknowledged the
signing thereof to be their voluntary free act and deed.

In Testimony Whereof, I have hereunto set my
hand and official seal, at Massillon, Ohio
this 23rd day of February, 1995.

Betty A. Beck
Notary Public

BETTY A. BECK
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 30, 1995

My Commission expires:

ACKNOWLEDGEMENT

State of Ohio)
County of Stark) ss

Before me a Notary Public in and for said county, personally
appeared

West Moor Construction, Inc. by Eugene L. Seifert, its President

who acknowledges he did sign the foregoing instrument and the same
is the fee act and deed of the corporation and of him personally
and as such officer.

In Testimony Whereof, I have hereunto set my
hand and official seal, at Massillon Ohio
this 1st day of March, 1995.

Denise E. Dixon
Notary Public

My Commission expires:

Denise E. Dixon
Notary Public, State of Ohio
My Commission Expires April 20, 1998

ACKNOWLEDGEMENT

State of Ohio)
) ss
County of Stark)

Before me a Notary Public in and for said county, personally appeared

Galen M. Oakes, Sr. and Beulah Oakes

the Declarants in the foregoing instrument, and acknowledged the signing thereof to be their voluntary free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at *Massillon, Ohio* this *29th* day of *February*, 19*95*.

Denise E. Dixon

Notary Public

My Commission expires: *Denise E. Dixon*
Notary Public, State of Ohio
My Commission Expires April 20, 1998

ACKNOWLEDGEMENT

State of Ohio)
) ss
County of)

Before me a Notary Public in and for said county, personally appeared

~~Steven~~ T. Yost and Carole A. Yost
~~STEPHEN~~

the Declarants in the foregoing instrument, and acknowledged the signing thereof to be their voluntary free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at *Massillon, Ohio* this *27th* day of *February*, 19*95*.

Betty A. Beck

Notary Public

My Commission expires: *BETTY A. BECK*
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 20, 1995

ACKNOWLEDGEMENT

State of Ohio)
) ss
County of Stark)

Before me a Notary Public in and for said county, personally appeared

Daniel C. Paquay and Cynthia M. Paquay

the Declarants in the foregoing instrument, and acknowledged the signing thereof to be their voluntary free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at *Massillon, Ohio* this *2nd* day of *March*, 19*95*.

Betty A. Beck
Notary Public

BETTY A. BECK

NOTARY PUBLIC, STATE OF OHIO

My Commission expires:

MY COMMISSION EXPIRES MAY 20, 1999

This instrument prepared by:

Jay L. Cutler, Attorney at Law
Canton, Ohio