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RECORDED THIS DATE  
JANE VIGNOS  
STARK COUNTY RECORDER

CONDITIONS AND RESTRICTIONS

95 OCT 17 AM 10:14

for

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CROSS REF	

COVENTRY HILLS ALLOTMENT NO. 2  
JACKSON TOWNSHIP, STARK COUNTY, OHIO

FEE 22-

The undersigned is the fee simple owner of the lots in the allotment known as the Coventry Hills Allotment No. 2, Jackson Township, Stark County, Ohio, as recorded in Plat Book 60, Page 16 of the Stark County Records.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such allotment, the owner states 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 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 eighteen hundred (1,800) square feet for ranches and twenty-three hundred square feet (2,300) 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. For corner lots, no dwelling shall be located nearer to the side street lot line than twenty-five (25) feet. On any dwelling, the front steps, bay, projecting windows, stairway, landings, cornice, spouting, chimney, brackets, pilasters, grill-work, 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 completion of the structure.

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. Any exposed foundation shall be brick or if house is stucco, then any exposed foundation shall be brick or stucco. All chimneys to be all masonry in construction.

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 the land lying between the front lot line and the road improvement. A finished lawn shall be planted and seeded within six (6) months after completion of the structure.

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, prior to installation. Rear fences shall not be over five (5) feet in height.

6. No intoxicating liquor 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 without prior approval. Furthermore, antennas, aerials 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 four (4) square feet advertising for sale. No outside laundry shall be hung. Vegetable gardens are allowed but not over forty (40) square feet nor closer than five (5) feet from property lines and only in rear of 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, 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.

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 of beautification easement areas, vacant property and streets of the subdivision and for otherwise benefiting the subdivision as the Association may determine. Until seventy-five percent (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 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.

12. 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.

13. 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.

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

15. 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.

16. 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 by any proper legal or equitable proceedings, the same being for the benefit of all present and future owners of land in said allotment.

17. 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 covenants, agreements, easements, restrictions, reservations, provisions and changes which shall remain in force and in full effect.

IN WITNESS WHEREOF, the corporation sets its hand and corporate seal this 9th day of October 1995.

SHOREVIEW DEVELOPMENT, INC.

Witnessed by:

BY:

Betty A. Beck  
BETTY A. BECK

Patricia Williams  
Patricia Williams, Secretary

Denise Dixon  
DENISE DIXON

ACKNOWLEDGEMENT

State of Ohio       )  
                          ) ss  
County of Stark    )

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 free 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 9th day of October 1995.

Denise E. Dixon  
Notary Public

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

THIS INSTRUMENT WAS  
PREPARED BY  
Shoreview Development, Inc.

250

95 009851

replaced

AMENDMENT TO CONDITIONS AND RESTRICTIONS

for

COVENTRY HILLS ALLOTMENT NO. 2  
JACKSON TOWNSHIP, STARK COUNTY, OHIO

RECORDED THIS DATE  
JANE VIGNOS  
STARK COUNTY RECORDER

95 MAR 14 AM 9:38

FEE 14-

The undersigned is the fee simple owner of the lots in the allotment known as the Coventry Hills Allotment No 2, Jackson Township, Stark County, Ohio, as recorded in Plat Book 60, Page 16 of the Stark County Records.

The purpose of this Amendment is to correct the clerical error in paragraph 5 of the original Conditions and Restrictions for Coventry Hills Allotment No. 2 recorded February 21, 1995 as instrument number 95-006442. The paragraph should read as follows:

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, prior to installation. Rear fences shall not be over five (5) feet in height.

IN WITNESS WHEREOF, the corporation sets its hand and corporate seal this 10th day of March 1995.

Shoreview Development, Inc.

Witnessed by:

BY:

Betty A. Beck  
BETTY A. BECK  
Denise Dixon  
DENISE DIXON

Patricia Williams  
Patricia Williams Secretary

ACKNOWLEDGEMENT

State of Ohio )  
County of Stark ) ss

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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 10th day of March, 1995.

Betty A. Beck  
Notary Public BETTY A. BECK

My Commission expires: NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES MAY 30, 1995

This instrument prepared by:  
Jay L. Cutler, Attorney at Law  
Canton, Ohio

250

amended then replaced

95006442

CONDITIONS AND RESTRICTIONS

for

COVENTRY HILLS ALLOTMENT NO. 2  
JACKSON TOWNSHIP, STARK COUNTY, OHIO

RECORDED THIS DATE  
JANE VICHOS  
STARK COUNTY RECORDER

95 FEB 21 AM 9:17

FEE 22.00

The undersigned is the fee simple owner of the lots in the allotment known as the Coventry Hills Allotment No 2, Jackson Township, Stark County, Ohio, as recorded in Plat Book 60, Page 16 of the Stark County Records.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such allotment, the owner states 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 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 eighteen hundred (1,800) square feet for ranches and twenty-three hundred square feet (2,300) 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 completion of the structure.

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

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submitted in writing and are approved in writing by an authorized employee or agent of Coventry Hills. 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 the lying between the front lot line and the road improvement. A finished lawn shall be planted and seeded within six (6) months after completion of the structure.

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, prior to installation. Rear fences shall not be over 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, aerials 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 nor closer than (5) 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, 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.

a. Each and every owner in Coventry Hills, 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 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.

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 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.

IN WITNESS WHEREOF, the corporation sets its hand and corporate seal this 17th day of February 1995.

Shoreview Development, Inc.

Witnessed by:

BY:

Denise Dixon  
DENISE DIXON  
Betty A. Beck  
BETTY A. BECK

Patricia Williams  
Patricia Williams Secretary

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 E. Dixon  
Notary Public

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

This instrument prepared by:

Jay L. Cutler, Attorney at Law  
Canton, Ohio