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## CONDITIONS AND RESTRICTIONS

For

COVENTRY HILLS ALLOTMENT NO. 7  
JACKSON TOWNSHIP, STARK COUNTY, OHIORECORDED THIS DATE  
JANE VIGNOS  
STARK COUNTY RECORDER

99 OCT -7 PM 1:27

FEE 30.00Jackson Township SE 20, Stark County, OH  
Plat Book Volume 64, Page 135  
Recorded June 22, 1998

INDEX	27
DESCRIPTION	
CROSS REF	

The undersigned, Shoreview Development, Inc., being the owner and developer of lots 103 - 123 in Coventry Hills Allotment No. 7., do hereby establish the following conditions and restrictions as covenants running with the land covering all lots in Coventry Hills No. 7 for the mutual benefit of any grantees and grantor, their heirs, successors and assigns, and for the benefit and protection of all present and future owners of property in Coventry Hills No. 7.

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 included only furnished and heated spaces exclusive of garages, attic, basements and patio) at of least nineteen hundred (1,900) square feet for ranches and twenty-seven hundred (2,700) square feet 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 (Jackson Township requirement); 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 that 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 purpose, may extend beyond the building setback lines. Where any persons

owns two (2) or more adjoining lots, this restriction shall apply only to the outside lines of said lots owned by said person. Builder must meet with representative of Shoreview Development after stakes are in place prior to digging foundation.

- 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 side-loading garages required.
  - 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 surface 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 buildings of any kind may be erected or maintained on any of the lots in said allotment, until the plans and specifications, elevation, location, materials, color 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 need to be on foundation and masonry in construction. All homes must have brick veneer on all elevations facing any street. Exterior veneer on gables, dormers and cantilever surfaces must be approved in writing. Direct vent fireplace flues are permitted. No "dog house" type framed structure shall be permitted. Variations are subject to plan approval.
  - h. The lot owners shall maintain a general good appearance of said premises and shall in no case allow weeds to grow in 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 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 outbuildings, 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 exceed 66" 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-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 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 chicken 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 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 approval. Furthermore, antennas, aerials or other such devices for television or radio reception are not permitted on the outside of a 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 the rear of lots. No aboveground 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.
  - 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 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 annual assessment of such amount as may be fixed by the Homeowners' Association. Said assessment shall be paid annually and in

advance on the 1<sup>st</sup> 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 or beautification of easement areas, vacant property and streets of the subdivision and for otherwise benefiting the subdivision as the Association may determine. Until seventy-five (75%) percent 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 the approvals and make 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 11. 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 purpose 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 purpose shall not be deemed a trespass.
  14. The covenants and restrictions heretofore set 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 in any manner be changed with the written consent of the owners of seventy-five (75%) percent 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 judgment 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.

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IN WITNESS WHEREOF, Shoreview Development, Inc., has set its hand by Eugene L. Seifert, its President, and Gregory B. Miller, its Secretary, this 7<sup>th</sup> Day of OCTOBER, 1999.

Signed and acknowledged  
In the presence of:

Sheila Beichler  
Sheila Beichler

Kelli J. Brahल्ली  
Kelli J. Brahल्ली

Shoreview Development, Inc.

By: Eugene L. Seifert  
President

By: Gregory B. Miller  
Secretary

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Shoreview Development, Inc., by Eugene L. Seifert, its President, and Gregory B. Miller, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of them personally as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 7<sup>th</sup> day of October, 1999.

Sheila A. Beichler  
Notary Public

SHEILA A. BEICHLER  
Notary Public, State of Ohio  
My Commission Expires Feb. 25, 2003

THIS INSTRUMENT PREPARED BY SHOREVIEW DEVELOPMENT, INC.