

RESTRICTIVE COVENANTS
WELLINGTON WOODS #5


Instr: 200311100107754
P: 1 of 7 F: \$68.00 11/10/2003
Rick Campbell 8:48AM MISC
Stark County Recorder T20030060579

The undersigned, being the Owner and Developer of Lots 112 through 148, inclusive, in Wellington Woods #5, a new home development described in Instrument No. 20030930009, 4572 of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors, and assigns, and for the benefit and protection of all of the present and future owners of property in Wellington Woods #5.

1. No lot or any part thereof shall be used for other than single family, private, 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 parts thereof to other lots or tracts in each case to be used for one single family residence on the enlarged tracts.

No property shall be used as a hotel, rooming house, boarding house, group home, halfway house, or other type of group or communal living by persons not related by blood or marriage. A blood relative shall be defined to include only the following: parents and children or stepchildren; brother and sister; half-brother and half-sister; adopted children and children of a spouse, grandparents and grandchildren; aunts, uncles, nephews and nieces; and first cousins.

No structure of any kind shall be erected on any lot, any part of which is in violation of any front, side, and/or rear setback lines and requirements as established by Plain Township Zoning Ordinance, establishing such setback requirements for real property situated within an R-1 zoning classification, as such requirements are in effect at the time of construction.

2. Any dwelling erected in Wellington Woods #5 shall adhere to and comply with the following requirements:

(A) Single family dwellings shall meet the following requirements:

- (1) Type. Single family dwelling may be a one-story, a two-story, a split-level, or Cape Cod design.
 - (a) One-story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling place.
 - (b) Two-story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.
 - (c) Split-level dwelling is a structure, the living area of which is one, two, or more levels connected by stairways constructed with or without a basement.

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(d) Cape Cod dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof, with window penetrations made by the use of dormers.

(2) Living Area. The living area of any dwelling shall be not less than the square footage hereinafter set forth. "Living area" shall not include garages, attics, basement, breezeways, patios, or any enclosed area not heated for year-round living.

(a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimensions of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

(b) The minimum square footage for each of the aforementioned designs, computed as above described, shall be:

	<u>Lots 112 – 141</u>	<u>Lots 142 – 148</u>
(1) One Story	1750 square feet	1900 square feet
(2) Two Story	2200 square feet above ground	2400 square feet above ground
(3) Split Level	1900 square feet above ground	2200 square feet above ground
(4) Cape Cod	1900 square feet with not less than 1450 square feet in the first floor area	2200 square feet with not less than 1600 square feet in the first floor area

(3) Garage. No garages shall be erected which are separate from the main building. All garages must be at least 484 square feet.

3. A hard surfaced driveway of concrete, asphalt, brick, or other impervious surface shall be constructed on the property no later than six (6) months from the time of occupancy of the property. Any driveway aprons and/or approaches shall be constructed in compliance with Plain Township and Stark County regulations.

4. No building of any kind may be erected or maintained on any of the lots in said development until the plans and specifications, elevation, location, materials, exterior colors and grade thereof have been submitted in writing and are approved in writing by the undersigned, or an authorized employee or agent of the undersigned. See attached architectural standards.

5. 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 lawn shall be planted and seeded within six (6) months after occupancy of the residence.

6. 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,

travel trailer, park trailer, recreational vehicle, tent, shack, mini-barn, storage shed, barn, or other outbuilding or commercial advertising signs or billboards shall be erected, located, or maintained on any Lot. Structures including, but not limited to, trailers, basement dwellings, mini-barns, storage sheds or incomplete houses, tents, shacks, garages or other buildings of any kind are prohibited; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the development of the property.

No manufactured home, industrialized unit, or mobile home of any kind shall be placed, erected, located, or maintained on any Lot. A manufactured home is defined as a building unit or assembly of closed construction that is fabricated in an off-site facility. An industrialized unit is defined as a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. An industrial unit includes units installed on a Lot as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. A mobile home is defined as a building unit or assembly of closed construction that is fabricated at an off-site facility, is built on a permanent chassis, and is transportable in one or more sections.

7. In the construction of improvements on said premises, no activities or any action will be taken which will cause Oakwood Square Limited Partnership to be in violation of the NPDES permit for the allotment or any violation of the erosion and sediment control plans and any other relevant plans and more specifically will not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of Oakwood Square Limited Partnership at 1201 South Main Street, North Canton, Ohio 44720, and in the offices of Cooper & Associates, Consulting Engineers and Surveyors, 1359 Market Avenue North, Canton, Ohio 44714. The Builder 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 43266-0149.

8. Signs, billboards or advertising devices of any kind shall not be erected or maintained in Wellington Woods except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot), (b) Home Builders and General Contractor signs, not larger than ten (10) square feet (one per lot) and only until sold. The configuration of Home Builder and General Contracting signs shall be at the sole discretion of Oakwood Square Limited Partnership. Nothing herein contained shall Limit Oakwood Square Limited Partnership's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of Oakwood Square Limited Partnership. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

9. 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 development.

10. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front of any dwelling; no fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the side yards of any dwelling, the height of which exceeds forty inches (40"); no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds six feet (6'). No fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.


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

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

13. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.

14. Mailboxes and newspaper boxes will be supplied by the Developer. Mailbox location will be determined by the United States Postal Service. Mailboxes and newspaper boxes once installed, shall be maintained by the Lot Owner. No mailbox or newspaper delivery receptacle shall be erected other than the type provided and installed by the Developer.

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

16. No animals or fowl shall be permitted or kept on the premises, except animals or fowl which are commonly considered domestic house pets. Dogs or cats permitted or kept on the premises shall not exceed two (2) in total. 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. Developer shall have the discretion and full authority to determine what constitutes a nuisance.

17. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter and not visible from the street. In the event that it is determined that the Federal Communication Commission, pursuant to its rule-making power as set forth at Section 207 of the Telecommunications Act of 1996 has the right to pre-empt this covenant, the maximum sized dish which will be permitted shall be the minimum size dish as provided for by the relevant rule. Also, in such event, Oakwood Square Limited Partnership or the Association shall have the right to regulate the location and manner of installation of said dishes. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the Development.

18. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.

19. There shall be no above ground swimming pools, except small portable inflated pools for children. In ground pools are permitted but require site plan approval by the developer. Pools must be completely enclosed with privacy type fence, and pool equipment sheds must be within the fenced area.

20. Curb cuts are not permitted. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line.

21. No exposed concrete block foundation shall be permitted. A brick band is required on all sides.

22. Roofs shall have a minimum pitch of six-twelfths (6/12).



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23. No vents or skylights shall be placed on the front half (50%) of the roof area regardless of roof slope or shape. Flashing and vents shall be painted the same color as the roof.

24. On lots 112 through 141 exterior fireplaces may be of masonry construction or vinyl sided chases. Bump outs are permitted on the rear elevation only. On lots 142 through 148 all exterior fireplaces shall be of masonry construction. Vinyl sided chases and bump outs are not permitted.

25. Windows are required in all elevations including a minimum of two windows in each of the end elevations.

26. 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 Wellington Woods #5 and at the option of the undersigned, the owners of lots in Wellington Woods No. 1, Wellington Woods #2, Wellington Woods #3 and Wellington Woods #4.

(A) Each and every owner in Wellington Woods #5, 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 the provisions of this declaration of Restrictive Covenants and the rights 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 unimproved property and streets as the association may deem advisable. For doing such, the homeowners' association may obligate each lot in said development for the 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 of 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 development, and for otherwise benefiting the development 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 the funds thus obtained for all of the aforementioned purpose.

(C) By acceptance of the deed to a lot or tract of land in Wellington Woods #5, 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 development upon the grantee becoming delinquent in the payment of any assessments levied against the lots in the development pursuant to these restrictive covenants and any amendments or modifications thereto.

(D) At such time as all of the lots in Wellington Woods have been sold to individuals or entities other than the undersigned, or an entity controlled by the undersigned, or at such earlier time as the undersigned may elect, the right to approve all further construction or other items contained therein shall shift from the undersigned to an Architectural Review Board established by either the homeowner's association or the undersigned, if the undersigned has


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not yet relinquished such control. The Architectural Review Board elected by the homeowner's association shall consist of three (3) lot owners from Wellington Woods, nominated and elected by a majority of the lot owners. The lot owner receiving the most votes will have a three (3) year term, the lot owner receiving the second most votes will have a two (2) year term, and the lot owner receiving the third most votes will have a one (1) year term. Thereafter, the Architectural Review Board shall be comprised of said three (3) members or their successors. Notwithstanding the foregoing, the initial Architectural Review Board appointed by the undersigned and need not consist of lot owners from Wellington Woods. Nothing contained herein shall be construed as a diminution in the undersigned's authority to appoint the initial Architectural Review Board to make all review and approvals contemplated herein until the homeowner's association Architectural Review Board assumes said duties pursuant to the terms hereof or until the undersigned relinquishes authority as provided herein.

27. Wellington Woods #5 receives water service from the City of Canton. Water service is subject to the Rules and Regulations of the Canton City Water Department. Said Rules and Regulations require, among other things, that all plumbing on the premises, to include original construction, be performed by a plumbing contractor licensed by the City of Canton, that materials and installation be in compliance with the City of Canton certified employees of the City of Canton and applicable City permits obtained. Failure to comply with these and other regulations may result in the denial and/or shutoff of City of Canton water to the premises.

28. 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 onto said property for such purposes shall not be deemed a trespass.

29. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes owner of any lot in this development, as well as the undersigned and its successors or assigns.

30. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2024, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.

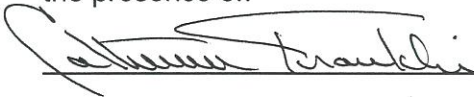
31. The undersigned reserves for itself, its successors, and assigns the right to amend, change, cancel, or add to any or all of the aforementioned provisions when it deems such course of action advisable; provided, however, that no amendment, change, cancellation, or addition shall be made unless an appropriate instrument signed by the owners of a majority of the lots in the allotment has been recorded, agreeing to such amendment, change, cancellation, or addition.

32. In the event the Oakwood Square Limited Partnership and/or the Association takes any action, legally or otherwise, to enforce any provision of these Restrictions, the lot owner(s) against whom the action is taken shall be assessed for and responsible to pay any and all costs and expenses (including, but not limited to, discovery, court costs and/or reasonable attorney's fees) incurred by the Oakwood Square Limited Partnership and/or Association related to the action.


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IN WITNESS WHEREOF, said Owner and Developer has hereunto set its hand this 31st day of October, 2003.

Signed and acknowledged in the presence of:



CATHERINE FRANKLIN
(Type or print name)



Terri L. Shoemaker
(Type or print name)

Oakwood Square Limited Partnership,
an Ohio limited partnership

By 
William J. Lemmon, General Partner


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STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Oakwood Square Limited Partnership, an Ohio limited partnership, by William J. Lemmon, its general partner, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said partnership, and the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 31st day of October, 2003.



Notary Public TERRI L. SHOEMAKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12-12-05

This instrument prepared by:

Roy Batista, Esq.
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