



Instr: 200411090079754 11/09/2004  
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Rick Campbell 3:20PM MISC  
Stark County Recorder T20040047502

# **BISHOP MEADOWS NO. 1**

**Perry Township**

**Stark County, Ohio**

**COVENANTS AND CONDITIONS**

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**BISHOP MEADOWS NO. 1**

The undersigned, being the Owner and Developer of Lots 1 through 33 in Bishop Meadows No. 1, an allotment described in Imaging No. \_\_\_\_\_, of the Stark County, Ohio, Plat Records, does hereby establish the following covenants running with the land covering all of the lots as dedicated in the plat to be recorded for the allotment as aforesaid for the mutual benefit of any grantees and grantor, their heirs, successors, and assigns, and for the benefit and protection of all the present and future owners of property in Bishop Meadows No. 1.

The undersigned, for itself, its successors, and assigns, reserves the right to and shall organize a Homeowners' Association, whose membership shall consist of the owners of lots in Bishop Meadows.

The undersigned Owner and Developer, and the subsequently formed Homeowners' Association shall be the owner of any and all development common areas and/open space as shown the final plat for said allotment together with any and all detention and retention ponds set out in the existing Storm Water Retention Basin Easement recorded as Instrument No. 200408250061093 of the Stark County records, or otherwise, and any part of the allotment not designated as a platted lot therein. The Owner and Developer, and the subsequently formed Homeowners' Association shall be responsible for the maintenance and upkeep of any and all development common areas and/open space as shown the final plat for said allotment together with any and all detention and retention ponds set out in the existing Storm Water Retention Basin Easement recorded as Instrument No. 200408250061093 of the Stark County records, or otherwise, and any part of the allotment not designated as a platted lot therein within the allotment.

Each and every owner in Bishop Meadows 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 non-profit corporation 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 and the rights and powers of, and the rules and regulations hereinafter established by the Homeowners' Association.

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 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 first day of April of each year. The funds thus obtained shall be used for Association purposes,

including but not limited to the following; (i) organizing and maintaining the Homeowner's Association; (ii) meeting the objectives of the Homeowners' Association; (iii) maintaining, planting, improving, or cleaning of property, vacant property, streets and/or beautification easement areas, as the Association may determine, and, (iv) maintenance, repair and/or replacement of streetlights.

Until said Homeowners' Association has been organized, the undersigned or its successors and assigns shall have all of the foregoing obligations and rights of the Association, including the right of assessment, and the undersigned or its successors and assigns may utilize all funds thus obtained for all of the aforementioned purposes. In its sole discretion, after formation of the Association, the undersigned or its successors and assigns may relinquish the foregoing responsibilities to the Association at any time.

The provisions herein shall run with the land 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 and assigns.

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, 2025, and shall be automatically extended beyond that date for successive ten (10) year periods unless and appropriate instrument signed by 75% of the then-owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part. In the event that any provision herein contained is judicially or otherwise determined to be unenforceable, said determination shall in no way effect the validity and enforceability of each and every other provision.

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; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these restrictions when it deems such course of action advisable for the betterment of the allotment. No such amendment, change, cancellation, or addition shall be made unless an appropriate instrument signed by the then-owners of 75% of the lots in the allotment has been recorded, agreeing to such amendment, change, cancellation, or addition.

In the event the DeHoff Development Company 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 DeHoff Development Company and/or the Association related to the action.

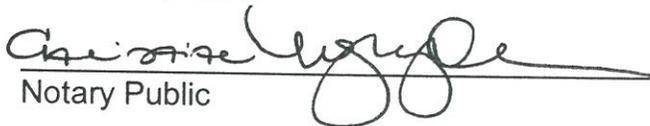
**DeHoff Development Company**

By   
Daniel J. DeHoff, Vice President

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named DeHOFF DEVELOPMENT COMPANY, by Daniel J. DeHoff, its Vice President, who acknowledged that he 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 him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 9th day of November, 2004.

  
Notary Public

This instrument prepared by:

Thomas W. Winkhart, Esq.,  
801 South Main Street  
North Canton, OH 44720  
Telephone: 330-433-6700  
Facsimile: 330-433-6701



**CHRISTINE M. SNYDER**  
Notary Public, State of Ohio  
My Commission Expires Nov. 6, 2008