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Risk Campbell Stark County Recorder 12050003225

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CROSS REFERENCE TO:
Imaging Number 200411090079754

BISHOP MEADOWS NO. 1
Stark County, Ohio

AMENDED AND RESTATED
COVENANTS, CONDITIONS, AND RESTRICTIONS

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COVENANTS, CONDITIONS AND RESTRICTIONS
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 Instrument No. 200412070086216, of the Stark County, Ohio, Plat Records, does hereby establish the following restrictive 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 the present and future owners of property in Bishop Meadows No. 1.

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 set back lines and requirements as established by the Perry Township Zoning Ordinance, establishing such set back 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 Bishop Meadows No. 1 shall adhere to and comply with the following requirements:

A. Single-family dwellings shall meet the following requirements:

i. 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


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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 - Not Permitted..

(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.

ii.

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, basements, 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 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:

- (1) One Story 1,500 square feet
- (2) Two Story 1,600 square feet with a minimum of 800 square feet on the first floor



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(3) Cape Cod 1,500 square feet with not less than 1,000 square feet in the first floor living area

iii. Garage. No garages shall be erected which are separated from the main building. All garages must be at least 400 square feet.

iv. Roof. The roof shall have a minimum pitch of six-twelfths (6/12), with the exception of garages which may be five-twelfths (5/12).

B. 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. The slope of the driveway between the curb and the property line cannot exceed five inches (5") of vertical rise.

C. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications, and profiles for Bishop Meadows No. 1. The drive slope requirement in paragraph B above is part of this regulation.

D. 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, and grade thereof have been submitted in writing and are approved in writing by an authorized employee or agent of the undersigned.

E. A home with the same or materially similar exterior elevation shall not be constructed across the street or within four (4) lots of a home with the same or materially similar exterior elevation. For purposes of this restriction, it is the Developer's intent that there shall be at least three (3) lots between two homes with the same or materially similar exterior elevation.

F. In the construction of improvements on said premises, no activities or any action will be taken which will cause DeHoff Development Company, 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 DeHoff Development Company, at 821 South Main Street, North Canton, Ohio 44720, and in the offices of GBC Design, Inc. at 3378 W. Market Street, Akron, Ohio 44333. 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.

G. 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 finish lawn shall be planted and established within six (6) months after occupancy of the residence.

H. 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, recreational vehicles, basement dwelling, tent, shack, barn, or other outbuilding or commercial advertising signs or billboards shall be erected or located on said premises. Subject to paragraph D above, "mini barns" may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles, and other items, so long as such "mini barns" are erected and constructed pursuant to the following specifications:

- i. Such buildings shall be of wood construction, painted white or the major color of the siding on the residence, with an asphalt shingle roof matching the roof on the residence, and shall be of a construction size not less than sixty-four (64) square feet, no more than one hundred (100) square feet, and shall not be more than eight feet (8') in height.
- ii. Such "mini barns" shall be constructed at a location at the rear property line of each respective lot but not located closer than five feet (5') to any property line.
- iii. Such "mini barns" shall be maintained and in good state of repair. No more than one (1) mini barn per lot is permitted.
- iv. All structures constructed in Bishop Meadows No. 1 shall conform to setback requirements as established by Perry Township.

I. 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.

J. There shall be no exposed block on the front of any dwelling. On corner lots there shall be no exposed block on the front and side fronting a street. Accordingly, there shall be a brick band covering any exposed cement block facing the street.

K. The owners or their assigns shall, within three (3) months of occupancy of their Lot for residential purposes, construct on said Lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six [6] sack limestone mix) and meet the specifications of Stark County and shall span the width of the Lot and connect with the sidewalk constructed on adjoining Lots on each side of the Lot. In instances where owners or their assigns purchase a Lot to be utilized as additional yard area for another Lot, such owner shall construct the required sidewalk on said Lot within three (3) months after acquisition of such additional Lot.

3. 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.

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front yard. 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.

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

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

7. 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 mixers, or buses shall be parked upon said premises, except as necessary to use the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances, but in no event for more than a twelve (12) hour period of time.

8. No turkeys, geese, or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, 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. Developer shall have full authority to determine what constitutes a nuisance.



9. No satellite dishes shall be permitted, except those less than twenty inches (20") in diameter and not visible from the street, and no TV or other antennas shall be erected. In the event that it is determined 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 sized dish as provided for by the relevant rule. Also in such event, the Developer or Homeowners Association shall have the right to regulate the location and manner of installation of said dishes.

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

11. There shall be no above-ground swimming pools, except small (forty-eight inches [48"] in diameter) portable pools for children.

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 Bishop Meadows No. 1.

A. Each and every owner in Bishop Meadows No. 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 the provisions of this Declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations hereinafter established by the 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 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 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.



C. By acceptance of the deed to a lot or tract of land in Bishop Meadows No. 1, the grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the right 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.

D. The Developer shall install streetlights in Bishop Meadows No. 1. The cost of operation of said streetlights shall be the subject of an assessment by the Perry Township against individual lots within the Allotment.

E. Street trees shall be provided by the Developer along the street right of way. The street trees shall not be moved except by the Developer. The Lot Owner is expressly prohibited from moving street trees from the tree lawn area to other areas on the lot or removing them. The Developer shall guarantee the street trees for a period of one (1) year commencing on the date of installation. After one (1) year a damaged or dead street tree shall be replaced by and at the Lot Owner(s) expense.

F. 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 and replaced by the Lot owner. No mailbox or newspaper delivery receptacle shall be erected or installed other than the type provided and installed by the Developer.

13. Erection or maintenance of any signs, billboards or advertising devices of any kind is prohibited except: (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the lot to be sold (one per lot); (b) home builders and general contractor signs shall be permitted which are not larger than ten (10) square feet (one per lot) and only until sold. The configuration of homebuilder and general contracting signs shall be at the sole discretion of Developer. Nothing herein contained shall limit Developer'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 Developer. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.

14. The Developer discloses to prospective Buyers:

a. Certain lots have been reserved for builder's model homes, sales centers and parking areas.

15. 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


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of any filling, grading, or installation of drainage facilities. Entry into said property for such purposes shall not be deemed a trespass.

16. 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.

17. 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 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.

18. 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.

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

DeHoff Development Company, an Ohio
corporation

By: 
Robert J. DeHoff, President
Duly Authorized



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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 DeHoff Development Company, an Ohio corporation, by Robert J. DeHoff, its 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 13th day of January, 2005.



JAMIE KRESS
Notary Public, State Of Ohio
My Commission Expires April 29, 2007

Jamie Kress

Notary Public

This instrument prepared by:
Thomas W. Winkhart
Attorney at Law
801 South Main Street
North Canton, Ohio 44720
Telephone: 330-433-6700
Facsimile: 330-433-6701

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