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SARATOGA HILLS NO. 3

Plain Township

Stark County, Ohio

COVENANTS, CONDITIONS AND RESTRICTIONS

This instrument prepared by:

Winkhart & Rambacher
Jamie R. Minor, Esq.
825 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

COVENANTS, CONDITIONS AND RESTRICTIONS
SARATOGA HILLS NO. 3

The undersigned, being the Owner and Developer of Lots 94 through 105, both inclusive, in Saratoga Hills No. 3, an allotment set forth in Instrument Number 200710290057910 of the Stark County, Ohio, records, does hereby establish the following restrictive covenants running with the land and covering all of the lots as dedicated in the plat as aforesaid for the mutual benefit of any grantees and grantors, their heirs, successors and assigns, and for the benefit and protection of all of the present and future owners of property in Saratoga Hills No. 3.

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 Plain 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 Saratoga Hills No. 3 shall adhere to and comply with the following requirements:

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

- i. Type. Single family dwellings may be one-story, two-story, 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) 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 no less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, patios or any enclosed are 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:

(1) One Story	1,700 square feet
(2) Two Story	2,000 square feet above ground
(3) Split Level	Not permitted
(4) Cape Cod	1,900 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 and porches, 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 the approved

plans, specifications and profiles for Saratoga Hills No. 3. 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. Lot owners are responsible for contacting the undersigned prior commencing construction of any improvements on his/her/their lot, for purposes of obtaining such approval.

E. The same home elevation cannot be constructed within three (3) lots of an identical structure. Repetitious designs shall not be constructed across the street from a home with the same front elevation.

F. The owners or their assigns shall, within three (3) months of occupancy of their residence, construct on said lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six [6] 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 premises.

G. In the construction of improvements on said premises, no activities or any action will be taken which will cause McKinley 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 McKinley Development Company, at 821 South Main Street, North Canton, Ohio 44720, and in the offices of GBC Design, Inc. at 3378 West Market Street, Akron, Ohio 44333-3386. 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.

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

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, 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 building 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 a construction size not less than eighty (80) 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 Saratoga Hills No. 3 shall conform to setback requirements as established by Plain Township.

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 a closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as a 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 any dwelling. Accordingly, there shall be a brick or stone band on all elevations. On lots suitable for a walk-out basement, the rear elevation may be framed and sided from the basement floor upward, but shall have a brick band.

K. Brick or stone chimneys are permitted but not required. Vinyl sided chases for direct vent fireplaces are permitted on the rear and end elevations. "Bump-outs" are not permitted. A through the wall vent with no chase is permitted on the rear elevation only.

3. Motor homes, campers, travel trailers, boats, trucks, or any type of 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 or side yard. No 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, chain link or cedar construction. "Invisible" fences are encouraged for pet containment. All fences shall be approved in writing by the undersigned prior to installation. In order to obtain such approval, a lot owner shall submit drawings showing both the location and size of the

proposed fence, together with proposed materials for the fence, to the undersigned at the following address: McKinley Development Company, Ltd., c/o Rich Costin, 1201 South Main Street, North Canton, Ohio 44720. The undersigned reserves the right to assign this approval process to the Association once it has been formed

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 purposes of securing sand or gravel shall be greater than necessary for buildings to be located thereon.

7. Mailboxes and newspaper boxes will initially be supplied by the Developer. If the original mailbox or newspaper box that Developer supplies becomes damaged or is removed, it shall be the lot owner's responsibility to replace his/her mailbox or newspaper box in accordance herewith. No mailbox or newspaper delivery receptacle shall be erected other than the type provided and installed 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.

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 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.

9. No chickens, 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.

10. 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 preempt 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.

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

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

13. On corner lots, a minimum of four (4) windows are required on the end elevation facing the street with the exception of a side entry garage. On interior lots, one (1) window is required on the elevation opposite the garage.

14. The undersigned, for itself, its successors, and assigns, reserves the right to include lot owners in Phase 3 in the Homeowners' Association established for all of Saratoga Hills.

A. Each and every owner in Saratoga 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 the provisions of this Declaration of Restrictive Covenants and the rights and powers of, and the rules and regulations thereafter established by the Homeowners' Association.

B. The objectives of such Homeowners' Association shall be 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 each year. The funds thus obtained shall be used for Association purposes, including but not limited to the following: (i) organizing and maintaining the Homeowners' 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 the foregoing rights of the Association including the right of assessment, and of 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 Association shall be responsible for funding the maintenance, operation, repair, replacement and upkeep of the swimming pool, club house and "tot lot" playground constructed by Developer and granted to the Association (the "Recreation Amenities"). The Association shall fully insure the Recreation Amenities against casualty and liability as required in the Code of Regulation for the Home Owners Association established contemporaneously herewith.

Developer shall have and hereby reserves the right to use the Recreation Amenities for marketing purposes until the last lot in the last phase of Saratoga Hills has been sold by Developer.

C. At the time of closing of a lot from a builder, the purchaser of such lot shall be assessed the sum of \$200.00 as purchasers initial capital contributions to the working

capital fund of the Association. The annual assessment shall be determined by the Developer/Association once a budget has been established.

D. By acceptance of the deed to a lot or tract of land in Saratoga Hills No. 3, 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.

E. The Developer shall install streetlights in Saratoga Hills No. 3. The cost of operation of said streetlights shall be the subject of an assessment by Plain Township against individual lots within the Allotment.

F. 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.

15. Erection or maintenance of any signs, billboards or advertising device 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 contractor signs shall be at the sole discretion of the 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.

16. The Developer discloses to prospective Buyers:

- A. Certain lots have been reserved for builder's model homes, sales centers and parking areas.
- B. Developer has granted, for itself, and its successors and assigns, to Richard Kiko, his heirs, executors, successors and assigns (hereinafter "Kiko"), for the use of Kiko and his licensees and invitees, an easement appurtenant to Kiko's Property, for the unobstructed passage of all aircraft, by whomsoever owned and operated together with the right to cause in all air space above the surface of Saratoga Hills such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or

taking off from, or operating at or on Kiko's Property. The Kiko Property is located at the northeast corner of Saratoga Hills.

In addition thereto, the easement and right of way granted includes a continuing right in Kiko to prevent the erection or growth upon Saratoga Hills of any building, structure, tree or other object extending into the air space greater than fifty feet (50') above the existing grade on Saratoga Hills within three hundred feet (300') of the Kiko's Property and greater than seventy-five feet (75') on the balance of the Saratoga Hills. Kiko shall have the right to remove or cause the removal of any building, structure, tree or other object violating said height restriction, or at the sole option of Kiko, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Saratoga Hills, together with the right of ingress to, egress from, and passage over Saratoga Hills for the above purposes.

Said easement and right of way, and all rights appertaining thereto shall exist in favor of Kiko, his heirs, executors, successors and assigns, until Kiko's private air strip shall be abandoned and shall cease to be used for private airport purposes.

17. Saratoga Hills 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 and applicable City permits obtained. Failure to comply with these and other regulations may result in the denial and/or shutoff by City of Canton water to the premises.

18. 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 purposes shall not be deemed a trespass.

19. 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.

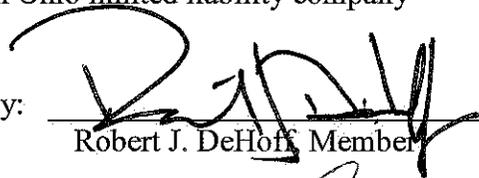
20. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2028, and shall be automatically extended beyond that date for successive ten (10) year periods unless an 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

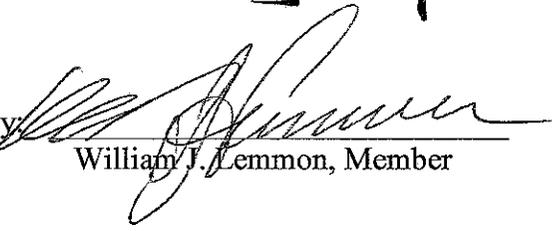
otherwise determined to be unenforceable, said determination shall in no way effect the validity and enforceability of each and every other provision.

21. 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.

22. In the event the McKinley 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 expense (including, but not limited to, discovery, court costs and/or reasonable attorney's fees) incurred by the McKinley Development Company and/or the Association related to the action.

McKinley Development Company, Ltd.,
an Ohio limited liability company

By: 
Robert J. DeHoff, Member

By: 
William J. Lemmon, Member

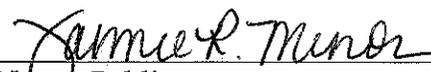
STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named MCKINLEY DEVELOPMENT COMPANY, LTD., an Ohio limited liability company, by Robert J. DeHoff and William J. Lemmon, its Members, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed of said limited liability company, and the free act and deed of them personally and as such members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 14th day of November, 2007.



JAMIE R. MINOR
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 ORC


Notary Public