

Enw. X  
BONNIE M. HOWE  
PORTAGE CO. RECORDER

200812208 -38

RECEIVED FOR RECORD  
AT 10:48:20  
FEE 140.00

INDEXED

DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CENTENNIAL HOMESTEAD ✓

SHALERSVILLE TOWNSHIP

PORTAGE COUNTY

OHIO

DEVELOPED BY:

X LANDGARD DEVELOPMENT COMPANY LLC

P.O. BOX 2154

HUDSON, OHIO 44236

RESTRICTIVE COVENANTS  
CENTENNIAL

The undersigned, being the Owner and Developer of Lots 1 through 12, inclusive, in Centennial Homestead , a new single family home development of detached homes, Shalersville Township, County of Portage, State of Ohio, as recorded in plat vol. 2008-38, page \_\_\_\_\_ of the Portage County, Ohio record of plats, does hereby establish the following restrictive covenants to run with the land covering all of the lots as dedicated in the aforementioned plat, for the mutual benefit of grantee and grantor, their heirs, successors, and assigns, and for benefit and protection of the present and all future Owners of property in Centennial Homestead Subdivision.

1. No lot or any part thereof shall be used for any purpose other than owner occupied, single family, private, residential purposes. No lot shall be subdivided or any lot sold expect as a whole.
2. No property shall be used as a rental or income property. All single family homes shall be owner occupied, except that persons related by blood, marriage, or familial in nature may rent or lease said property. This restriction is not intended to and shall not be used to discriminate against persons with disabilities and/ or because of race, color, national origin, or religion.
3. No structure of any kind shall be erected on any lot, any part of which is in violation of any front, side, or rear setback lines which have been established by Shalersville Township Zoning Ordinances, that are in effect at the time of construction.
4. Every single family home built in Centennial Homestead Subdivision shall adhere to and comply with the following requirements:
  - a. One story design homes must have a minimum living area of 1600 square feet.

320-673  
3506

- b. One and one-half story design homes must have a minimum living area of 2000 square feet.
- c. Two-story design homes must have a minimum living area of 2200 square feet.

“Living area” shall not include porches, decks, patios, garages, attics, basements, breezeways, and/or any area not heated year round.

Living area shall be measured from the outside surface of the finished walls. If the design of the home includes open ceiling(s) to the second floor, the upper open space shall be included in total square footage.

In one and one-half story designed homes, the second floor living area shall be measured from the outside dimensions of the knee walls.

All garages must be attached to the main structure of the dwelling.

Two car garages shall be a minimum of 484 square feet (22x22) and may be either front or side entry. Three car garages shall be a minimum for 704 square feet (32x22) and must be side entry.

One car garages are not permitted unless incorporated into a home with a split garage design i.e. one single/one double. A single car garage in such a design shall be a minimum of 308 square feet (14x22).

Oversized garage doors (larger than 8'0" x 7'0" or 16'0" x 7'0") shall not be permitted on front entry garages.

The following design restrictions shall be applicable to all homes built in Centennial Homestead Subdivision.

- a. No “split-level” design homes shall be permitted to be built on any lot.
- b. No “bi-level” design homes shall be permitted to be built on any lot.
- c. No kit home, manufactured home, mobile home, or any other type of “pre-fab” home which is built and/or packaged off-site and requires transportation to the site of intended use shall be placed, erected, located, or maintained on any lot in Centennial Homestead Subdivision.

5. The undersigned Owner/Developer reserves for himself, through his wholly owned building company, Design Plus Construction Company LLC, the right to be the exclusive



Builder in Centennial Homestead Subdivision. If this proprietary exclusion is subsequently relinquished, the undersigned, his successors, and assigns shall retain the unconditional and unilateral right to approve any builder who, on his own behalf, or on behalf of an existing or pending lot owner, requests permission to build a house in Centennial Homestead Subdivision.

The design, plans, specifications, and elevations of all homes not built by the undersigned, through his wholly owned building company, must be submitted to him for his review. The undersigned shall then have the sole authority to approve, disapprove, or modify any plan or design based upon criteria he considers relevant in terms of the continuity, consistency, and harmony of surrounding homes and the neighborhood environment of Centennial Homestead Subdivision. The undersign's authority as stated herein, shall not be diminished, subordinated to, or assumed by the Centennial ✓ Homestead Homeowners Association when it is subsequently formed and incorporated.

6. The following construction standards and minimum requirements shall be applicable to all homes built in Centennial Homestead Subdivision.

- a. Face brick, stone veneer, or architectural split face block is required on the front elevation of the foundation and on that portion of the foundation where the side entry garage(s) is/are located. Poured concrete foundations using brick patterned forms shall be considered in compliance with this requirement.
- b. Roofs shall have a minimum pitch of 6/12. Porches and patios may have a 4/12 pitch when necessary to accommodate design features such as windows and window trim.
- c. No plumbing vents or stacks shall be visible from the street regardless of roof design (hip or gable) or roof pitch.
- d. All basement foundation windows (excluding walkout basement windows) shall be glass block (32" x 16", 32" x 24", etc.) and shall only be installed on the side and back elevation walls of poured concrete or masonry foundations.
- e. All metal flues which vent through the roof shall not be visible from the street, regardless of roof design (hip or gable) or roof pitch.



- f. Any cantilevered wood framed chimney chase shall be sided with stone veneer or material similar to the primary siding used on the dwelling, and shall be built only on the side or rear elevation of the dwelling.
- g. Cantilevered direct vent fireplaces shall only be built on the side or rear elevations of the dwelling and shall be sided with material similar to the primary siding used on the dwelling and shall be capped with a hip designed roof with shingle to match roofing material.
- h. Only the dryer vent, if the house design dictates, shall be permitted to vent out the front elevation of the dwelling. High efficient gas furnaces, high efficient gas hot water heaters, and similar side venting appliances shall only be vented on the side and rear elevations of the dwelling.
- i. No construction debris or scrap shall be permitted to be buried on the building site. All such material must be hauled away and properly disposed of.
- j. A hard surface driveway of concrete, asphalt, brick, or other impervious surface shall be installed on the property not later than eight (8) months, weather permitting, from the date of occupancy of the dwelling. Driveway aprons shall be constructed in compliance with Shalersville Township and Portage County regulations, if any.

7. Each Owner shall install and maintain, at his or her expense, a photocell controlled, post light, not more than three (3) feet from the yard side of the driveway and five (5) behind the right of way. The lantern shall be Adjusta-Post Lighting Company model #2017CL (Acorn Style) with a single 70 watt high pressure sodium bulb mounted on a model #307C-320(NCA) black three (3) inch diameter post. In event that these models become unavailable, the Owner/Developer shall specify a substitute.

8. Each Owner, at his, her, or their expense, shall install a matching mailbox/newspaper box in accordance with specifications as to style and color determined by the Developer.

9. Only split rail or vinyl rail fences shall be permitted in the front yard. For purposes of this section, the front yard shall run from the right-of-way to the rear line of the dwelling. Fencing which continues into the back yard, shall maintain the style and material of any fencing installed in the front yard, except that privacy fencing may be installed adjacent to patios, decks, hot tubs, and/or pools and wire chain link fences may be installed if attached to the dwelling and its purpose is to create an enclosed pen area for children or domestic pets.

If only the back yard is to be fenced, privacy or wire chain link fencing may be installed, beginning at the rear line of the dwelling. All fencing must be installed so The finished side of the fence faces out from the yard being fenced and must meet all Shalersville Township Rules and Regulations.

Tree lines, hedge and/or shrubbery fences may be installed at the discretion of each respective property owner.

10. Pole barns, accessory buildings, decks, pools, hot tubs, spas, and/or similar may be built or installed on any lot, but must meet all Shalersville Township Zoning Rules and Regulations that are in effect at the time of construction or installation. All playground equipment shall be kept behind the rear line of the dwelling and a minimum of twenty (20) feet from the side yard lot lines.

10A  
11. Owners must commence construction of their dwelling within two years of purchasing a lot in Centennial Homestead Subdivision.

12. Construction of a dwelling unit on any lot shall be completed within one (1) year from the date on which construction was started.

13. Landscaping shall be installed and all lawns shall be planted and seeded as soon as weather permits after occupancy, except that the Owners must complete landscaping and lawn installation within eight (8) months of occupancy, weather permitting. Thereafter



the Owner shall maintain a general good appearance of their lot, including easements and right of way.

14. The following restrictions are applicable to the use and occupancy of all sublots in Centennial Homestead Subdivision.

- a. No improper, offensive, or unlawful use shall be made of any sublot or part thereof in Centennial Homestead Subdivision. All valid laws, zoning ordinances, rules, regulations, and/or requirements of any governmental agency having jurisdiction over any portion of Centennial Homestead Subdivision shall be complied with, by and at the sole expense of the Owner(s) of each sublot
- b. There shall be no production, storage, or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground, if such emission, production, storage, or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety, or comfort of any person. No waste, nor any substance or materials of any kind, shall be discharged into the Surface Water Management System serving the Property or any part thereof, in violation of any regulations of any governmental agency or public body having jurisdiction over such Surface Water Management System.
- c. No person shall cause any unreasonable loud noise (except for security devices) anywhere within Centennial Homestead Subdivision, nor shall any person permit or engage in any activity, practice, or behavior for the purpose of causing annoyance, discomfort, or disturbance to any person lawfully present on adjacent or any other lots in Centennial Homestead Subdivision.
- d. Site lighting which interferes with the comfort, privacy, or general welfare of adjacent or any other lot owners is prohibited.
- e. No intoxicating liquors of any kind or character shall ever be manufactured, sold, or permitted to be sold on any lot in Centennial Homestead Subdivision.
- f. No discharge of guns, ammunition, or explosives or the hunting of wildlife shall be permitted on any lot in Centennial Homestead Subdivision.



- g. The keeping, boarding, or raising of livestock, poultry, or any other animals, which are not commonly considered domestic house pets, regardless of number, is prohibited. Also no domestic animals considered house pets shall be kept or maintained for commercial or breeding purposes and no external compound, cages, kennels, or hutches shall be permitted.
  - h. It shall not be permitted to house domestic pets outside, to allow them to run wild or roam unattached throughout the Subdivision and cause a nuisance or annoyance to adjacent or other lot owners. All domestic pets must be maintained in an appropriate pen area attached to the dwelling, contained by buried cable, leashed, or under the control of their owners at all times.
  - i. Except in connection with construction activities, no commercial or industrial vehicles shall be permitted to be parked or kept on any subplot in the Subdivision. Pick-up trucks of less than one-ton capacity shall be exempted from this restriction.
  - j. No junk or derelict vehicle(s) or other vehicle(s) on which current registration plates are not displayed shall be kept or stored on any subplot in Centennial Homestead Subdivision unless said vehicle(s) are being repaired or restored and then only if such work is being done in a garage or accessory building.
  - k. Upon occupancy, all containers used for trash and garbage, must be kept in the garage or in an enclosed area, concealed from view (except on trash collection days), and protected from animals.
  - l. Owners may install satellite dishes which are smaller than twenty (20) inches in diameter and are installed so as to minimize their visibility from the street. Dishes with a larger diameter are not permitted unless approved in writing by the Homeowners Association or the undersigned prior to installation.
  - m. ~~No driveway access shall be permitted from Coit Road to Sublot #1 and no driveway access shall be permitted from Infirmary Road to Sublot # 12.~~
15. All lots in Centennial Homestead Subdivision are subject to all easements and right of way shown or described on the recorded plat. The 15 foot easement on Sublots #1 &

#12 contains a 1-1/4 inch diameter gas "sales line" installed approximately four feet deep and approximately seven and one half feet from the property line.

16. The undersigned reserves the right to organize, in accordance with the Laws of the State of Ohio, a nonprofit corporation named Centennial Homestead Homeowners Association. The purpose of this Association shall include, but shall not be limited to, the enforcement of restrictions, maintenance and upkeep of the property, to promote the health, safety, and welfare of the Owners and occupants of Centennial Homestead Subdivision, to oversee and administer the "Surface Water Management System", and to address, decide, and administer all matters that may come before it.

The membership of this Association shall consist exclusively of each and every Sublot Owner (12) in Centennial Homestead Subdivision. Membership shall be appurtenant to and may not be separated from ownership.

The members of the Association shall elect one member as President and one member as Secretary/Treasurer of the Association. These Officers shall oversee the various responsibilities of the Association and maintain its financial and other records. Each Officer shall serve two year terms: terms however may be extended and officers may serve until such time as either may wish to resign or a majority of members choose to elect new officer(s). During his/her term in office, the mailing address of the Secretary/Treasurer shall be considered the mailing address of the Association.

Each member of the Association (12) shall have one vote on all matters brought before and to be decided by the Association. Matters which concern the administration of the Association, restrictions and/or their enforcement, rules and regulations to be established and/or amended, and all other issues which are not financial in nature shall require a simple majority vote for approval. The Association shall adopt rules regarding deadlocks.

Financial matters to be considered and voted upon by the Association shall require approval of two-thirds (8) vote. These matters shall include, but shall not be limited to, determining the annual Homeowner's Assessment and/or increases to it, the collection of delinquent assessments, the approval of special assessments, and all Association expenditures in excess of \$499.99.



At least once a year, a meeting of the Association members must be held. An annual Subdivision picnic would serve as such a meeting. Additional meeting(s) shall be held as needed. The President and the Secretary/Treasurer shall meet monthly to review and handle the administrative matters of the Association, consider issues which must be voted upon, determine the status of issues which have been voted upon then proceed accordingly, and pay current expenses. A summary newsletter of these monthly work sessions shall be given to all Association members. Issues to be voted upon, shall not be limited to ballots cast at Association meetings. Any matter brought before the Association, may be decided by a petition signed by the requisite majority of Association members needed, ballots returned by hand or mail, or any other method of voting decided upon by the Association .

17. In order to pay for its' common expenses and other costs and liabilities incurred by the Association, an annual assessment shall be established as a charge on each lot in Centennial Homestead Subdivision. Each Owner, by acceptance of a deed, covenants and agrees to pay this assessment.

This assessment shall be paid annually and shall be received by the Association by February 28 of each year. The initial assessment for each lot shall begin on the first day of the month following its conveyance from the undersigned Owner/Developer. It shall be prorated on a monthly basis to the end of the Association's fiscal year (February 28) and shall be collected, through escrow, at the closing of the conveyance.

Beginning with the recording of this Declaration, the maximum annual assessment shall be One Hundred Fifty (\$150.00) Dollars. Until eight (8) lots have been sold or the Homeowners Association has been formed and incorporated, the undersigned or his successors and assigns shall retain the right to collect this assessment and use these funds for the aforementioned purposes and for the benefit of the Association.

18. Any portion of the assessment, provided for by this Declaration and/or any other assessment(s) the Association may levy with the consent of the requisite majority of Association members, shall become delinquent if not paid in full within 30 days of the



due date established by this Declaration or such date as may be fixed by the Association. Late fees and interest, at terms established by the Association, may be added to any delinquent assessment payment.

The voting rights of any member of the Association, who defaults and remains delinquent in the payment of their assessments, as described herein, shall be suspended until all delinquent assessments, fees, other costs, and interest have been paid in full.

If the Owner of any Sublot in Centennial Homestead Subdivision becomes and remains delinquent in the payment of any assessment levied against his, her, or their lot pursuant to this Declaration and/or any amendments thereto, for more than six (6) months, said Owner grants to the Association, or until its' formation, the undersigned, Owner/Developer, the right to file against the Title of said Owner's Lot, a Homeowners Association "Lien of Assessment" with the Recorder of Portage County. Interest and all reasonable costs incurred by the Association to prepare, record, and cancel said Lien, shall be added to the amount of the delinquent assessment and paid by the delinquent Owner(s) in order to cancel and remove said Lien from the Title of his, her, or their lot.

All assessments, including fees, interest, and other reasonable costs shall be the personal obligation of the Owner(s) of each lot at the time incurred. The personal obligation shall not pass to any successors in title.

If assessments are delinquent when a lot is sold, and the Homeowners Association has properly filed a "Lien of Assessment" against the title of that lot, the total owed to the Homeowners Association shall be paid in full from the sales proceeds through escrow at the closing of the conveyance.

No assessments shall be levied against lots owned by the undersigned Owner/Developer.

19. The Homeowners Association shall maintain and administer the "Surface Water Management System" in accordance with the guidelines as stated in the Storm Water Quality Maintenance Plan or as may be promulgated from time to time by Shalersville Township and/or Portage County. The "Surface Water Management System" shall include the "Storm Sewer and Drainage Easements", "Stormwater Management Easement", and "Water Quality Buffer" as shown on the Final Plat.

Maintenance shall include, but not necessarily limited to, the mowing of vegetation, erosion control, grading, adding soil, seeding as needed, and the removal of debris and sediment within the storm water retention basin/sediment pond. The cost of this maintenance and all repairs shall be the responsibility of the Homeowners Association.

Each lot shall be subject to and shall be benefited by the easement(s) for storm sewers, drainage, and surface water management as more particularly shown on the final Plat. Such easement(s) shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement(s), however, shall not run to the public at large.

For the purpose of performing any of the aforementioned maintenance, as required or authorized herein, the association or Subcontractors hired by the Association, shall have the right, after timely notice is given to the Owner, to enter upon his, her, or their lot at reasonable hours on any weekday.

Each Owner shall maintain that portion of the "Surface Water Management System", which serves only that Owner's lot. Each Owner shall have the primary responsibility for grass cutting and vegetation control within the easement and buffers located on his, her or their lot. Such responsibility shall also include keeping these areas clear and unobstructed. Maintenance of the "Surface Water Management System" shall be in accordance with the guidelines and standards set forth in the Storm Water Quality Maintenance Plan, by Shalersville Township, and/or Portage County. If any portion of the "Surface Water Management System" which serves only one lot is damaged, the Owner of that lot shall promptly cause it to be repaired.

The owners of Sublot 7 and 8 shall maintain that portion of the Water Quality Buffer located on their lot. It shall be the responsibility of these Owners to maintain the natural state of this Water Quality Buffer, ensure that no fertilizers or similar agents are used in this area, that yard waste and/or pet waste is not dumped and/or disposed of in this area and no structure is built within this area which might prevent, degrade, impede, or otherwise adversely affect the quality and/or the migration of surface and ground water through this buffer.



Owners of Sublot 8, 9, 11, and 12 shall maintain and be responsible for the Landscape Mound which transverse their lot. This responsibility includes cutting grass, weed and vegetation control, and care of the trees planted on or behind that portion of the Landscape Mound located on his, her, or their lot. This care includes replacing, at his, her, or their cost any tree which dies, with similar trees of the same species.

The subsequently formed Homeowners Association shall be also responsible for the maintenance and repair of the Landscaping Easement on Sublot 12, including all plants, shrubs, and/or trees and all improvements including signage and any installed fencing. The cost for this maintenance and repair shall also be the responsibility of the Homeowners Association. However, the upkeep, including mowing of grass, weeding, and other vegetation control within this easement, shall be the responsibility of the Owner of this Sublot.

20. The undersigned Owner/Developer, then when formed and incorporated, the Centennial Homestead Homeowners Association, shall be responsible for the maintenance, upkeep, repair, and all costs associated therewith, of the Subdivision's (1) Open Space "A", as shown on the recorded plat, (2) the right of way on the north side of the Subdivision's entrance, and (3) the cul de sac island on Heritage Court. This responsibility shall include maintaining, repair, and upkeep of all improvements such as fencing and signage, vegetation control, mowing grass, the planting and subsequent care of trees, shrubs, and other landscaping.

No permanent structures, except those required for agricultural or recreational activities or the health and safety of Lot Owners, his, her, or their family, and/or guests shall be permitted or built in the aforementioned Open Space "A". All improvements must meet Shalersville Township Zoning Rules and Requirements and all Portage County Building Codes.

If it is ever decided, by a 2/3 majority vote of Association Members, that it would be in their best interest, the Centennial Homestead Homeowners Association could rent, lease, grant or create an easement(s) to all or any part of the Open Space "A". As a condition of any such agreement, the tenant, lessee, or grantee would have to agree in



writing, to assume all responsibility and cost to maintain that portion of Open Space "A" he, she, or they have acquired, in a manner so as to preserve its original intent, support Subdivision property values, and be visually attractive.

21. The provisions herein shall run in favor of and shall be enforceable, by any person, their heirs and assigns of such person, who is or becomes an Owner of any lot in Centennial Subdivision, as well as the Undersigned Owner/Developer, his successors or assigns.

22. This Declaration and its provisions shall be covenants running with the land and shall be binding on all Owners of any part of the Allotment and all persons claiming under them for twenty (20) years from the date on which this Declaration is recorded.

Thereafter, this Declaration shall be automatically renewed for successive ten (10) years periods, except that any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by a majority of the then Owners of the lots in the Subdivision.

23. In the event of a conflict between the Covenants, Conditions, and/or Restrictions included in this Declaration, and/or any previously recorded conditions or restrictions, the Covenants, Conditions, and/or Restrictions included in this Declaration shall control, unless a court of competent jurisdiction renders a verdict or opinion to the contrary.

24. The Association shall have the right to construe the provisions of this Declaration, and in the absence of an adjudication by a Court of competent jurisdiction to the contrary, such decisions shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

25. The determination by a Court of competent jurisdiction that any provision of this Declaration is invalid for any reason, shall not affect the validity of any other provision hereof.

26. Without the need for further approvals from any other parties, the undersigned Owner/Developer reserves for himself, his successors, and assigns the right to amend, change, cancel, or add to any of the aforementioned provisions when he deems such course of action advisable and in the best interest of the Subdivision and the Homeowners Association. Otherwise any amendment, change, cancellation, or addition to the aforementioned provisions shall not be effective until an appropriate instrument signed by two-thirds (2/3) of the members of the Association has been recorded, agreeing to such amendment, change, cancellation, or addition.

27. In the event the Owner/Developer and/or the Association takes any action, legally or otherwise, to enforce any provision of the Covenants, Conditions, and/or Restrictions, included herein, 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 fees, incurred by the Owner/Developer and/or the Association related to such action.



IN WITNESS WHEREOF, said Owner and Developer has hereunto set its hand  
this 21<sup>st</sup> day of MAY, 2008 by its duly authorized officer.

✓  
LANDGARD DEVELOPMENT COMPANY LLC,

By: Glenn W. Swanson  
Glenn W. Swanson President

STATE OF OHIO                    )  
  )    ss:  
COUNTY OF PORTAGE        )

The forgoing instrument was acknowledged before me, this 21 day of  
May, 2008 by

[Signature]  
Notary Public, State of Ohio

JANICE F. HYNE, Notary Public  
STATE OF OHIO  
My Commission Expires December 11, 2011

This Document Prepared By Landgard Development Co. LLC