

PROTECTIVE COVENANTS AND EASEMENTS  
IN  
SHRINE VILLAGE ALLOTMENT  
Revised 2008

**The purpose of these covenants and restrictions is to protect the property owners from undue depreciation to their property, promote the beautification, and enhance the value of the property.**

As a part of the consideration hereof, the grantees..., their heirs and assigns, hereby covenant... and agree... with and for the mutual benefit of said Grantee..., and Grantor, its heirs, successors and assigns, that the said real estate herein described shall be subject to the following covenants and restrictions, and all the restrictions shall be construed together, but if it shall be held that any restriction, or part thereof, is unenforceable, the validity of no other restriction or part thereof, shall be thereby impaired and no violation of any of these restrictions shall act as a precedent in allowing others to violate the same or other restrictions, and it being further understood and agreed that the Grantor shall have the right to interpret these restrictions, which interpretations shall be binding as to all persons or property benefited or bound by them:

1. Said premises shall be used solely and exclusively for single family private residence purposes. No building or structures (including fences and walls) or any additions thereto or any alterations thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises unless and until the plans, specifications, and details of said buildings and structures shall have been approved, in writing, by Shrine Village Association, its successors and assigns. A true copy of said plans, specifications, and details shall be delivered to Shrine Village Trustees, its successors, and assigns. Said plans, specifications, and details shall be approved by the Approval and Plans Committee of the Shrine Village Association. Further, no residence erected on said premises shall exceed two stories in height.
  
2. No mobile trailers, campers, motor homes, satellite dishes (no larger than 24"), recreational vehicles, boats, unlicensed or non-operational vehicles shall be kept, maintained, or stored outside of the garage on said premises. No building shall be moved onto said premises and no basement residence shall be permitted on said premises. Only temporary signs may be displayed on property in public view. Signs are not to exceed four (4) square feet in size. Any utility building/shed to be constructed on said premises, must have plan submitted to the Trustees and approved by the Approval and Plans Committee before construction begins. The location of the utility building/shed must be within the confines of the Plain Township Zoning setbacks. The size must not exceed 12 feet by 16 feet (12x16), or 192 square feet. The height of the utility building/shed shall not exceed 11 feet at the ridge line with a maximum of 8 feet to the eaves. The siding must be wood or vinyl, and the roof to have conventional shingles, both matching as closely as possible those found on the house on said premises or if no wood or vinyl then coordinating with any brick or other exterior material. A concrete base is required and the utility building/shed must be permanently fastened to this base.

3. No animals, except normal domestic pets such as dogs, cats, fish or birds may be kept on said premises. No animal breeding shall be permitted.
4. 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. The Trustees shall have full authority to determine what constitutes a nuisance.
5. No excavations shall be made for any purpose except for the construction of the building or the appurtenances thereto, to be located thereon.
6. After any building has been erected on said premises, the owners shall maintain a general good appearance of said premises including yard and landscaping, the easement reserved for public utilities and the land lying between the front lot line and the road improvement. Failure to so maintain the premises may be a nuisance.
7. The erection of any building or additions on said premises must be completed within one (1) year from the date of building permit issue.
8. Without prior approval, no solid fence or railing or hedge, excepting a hedge of shrubbery not to exceed thirty (30) inches in height, shall be built or permitted in the front of the building lines, nor shall any solid fence exceeding four (4) feet in height be built or permitted in the rear or side of said lot. If a fence, railing or hedge exceeding these requirements is requested, written plans, specifications and drawings as requested by the Approval and Plans Committee must be submitted to the Approval and Plans Committee. No construction shall commence without Committee approval and shall be subject to any conditions or modifications required by the Committee. Any decision by the Approval and Plans Committee to permit, deny or modify the fence, railing or hedge is subject to review by the Shrine Village Trustees whose decision shall be final and binding on all parties.
9. All heating plants shall be restricted to those using clean fuels such as gas, electric, oil or solar.
10. The covenants and restrictions hereinbefore set forth shall run with and bind the land hereinbefore described and all subsequent owners and occupants thereof.
11. Any covenant or restriction contained in this agreement may be enforced against any violation thereof by the Shrine Village Association or by any present or future owner or owners of any lot located in said Shrine Village Allotment by any proper, legal, or equitable proceeding, the same being for the benefit of all present and future owners of land in said allotment. All of the above covenants, conditions, and restrictions shall be construed together, as part of a uniform code: provided, however, that if any part of said covenants, conditions and restrictions be held to be unenforceable or invalid, the validity of no other covenant, condition, nor restriction, nor part thereof, shall be thereby impaired.



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12. No liquor, either malt, spirituous, vinous, or fermented, or other substances or illegal vegetation grown on premises, shall at any time be manufactured, sold, disposed of, or traded in, on said premises.
13. No business of any nature, nor any noxious or offensive trade or activity shall be carried on upon said premises, nor shall anything be done thereon which may be, or become, an annoyance to the neighborhood. No shop, store, factory, saloon, business of any kind, tenement, lodging house, boarding house, public garage, barn, stable, hotel, asylum, institution of kindred or like nature, commercial advertising sign, billboard nor charitable institution shall be permitted on the premises hereby conveyed. No business or commercial sign shall be permitted on any part of the premises except one "for sale" sign for the sale of that property not to exceed two (2) feet by two (2) feet in size.
14. Lots, where construction has not begun, must be mowed and maintained, not less than once every thirty (30) days during the growing season. Shrine Village Association shall be authorized to have mowing or cleanup done and billed to the lot owner and if not paid, the Association may pay and a lien shall be filed against the property for the cost of the work plus interest fees and expenses as set forth in Section 19.
15. The provisions herein made shall be for the benefit of, and be enforceable by Shrine Village Association, or the owner, or owners, of any lot included in said allotment, their administrators, executors, heirs, successors, and assigns, and failure by any person or persons who have the right to object to any violation or to enforce any covenant, condition or restriction herein contained, however long continued, shall be, in no event, deemed a waiver of the right to object to, or enforce, such breach of the covenants, conditions and restrictions herein contained.
16. Any of the covenants and restrictions set forth herein may at any time, and in any manner, be changed with the consent of a two-thirds (2/3) affirmative vote of the owners of the lots in the Shrine Village Allotment who respond in writing to a written request to amend, which shall be submitted at a meeting of the lot owners and/or sent to each owner or owners of lots by the Shrine Village Trustees, for the sole purpose of voting on a prospective change in the covenants and restrictions as set forth therein.
17. Short term rentals or the use of any property for hotel or transient purposes shall be prohibited. Leases of one year or more shall be permitted provided that the property is otherwise used in full compliance with these covenants and restrictions and provided further that the owner of the property, prior to commencement of the lease term, shall provide a fully executed copy of the lease agreement to the Board of the Shrine Village Association. Notwithstanding any provision in the lease to the contrary, the owner of the land shall remain primarily responsible for compliance with these Protective Covenants and payment of any assessments or other costs due to the Shrine Village Association.
18. Shrine Village Association is an association or company whose membership shall consist of the owners of land in Shrine Village Allotment whose object is the enforcement of




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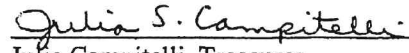
restrictions, the doing of such maintenance of vacant property and streets as the Association may deem advisable, and for the doing of such may obligate the land and lots in Shrine Village Allotment for the payment of an annual assessment and/or special assessment as determined by the Board of Shrine Village Association from time to time, with the further understanding that no one owner shall be assessed for more than one (1) parcel of land owned except that if one owner owns more than one house then multiple assessments will be assessed on a per house basis.

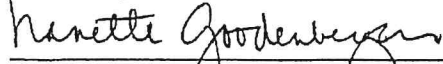
19. The land owners agree to pay said assessments to the Shrine Village Association, upon demand. Any and all unpaid assessments of the land owners, their heirs, or assigns, shall be a lien on the property herein conveyed. All liens shall be for any and all unpaid assessments due at the time of filing and shall be a continuing lien for all additional assessments coming due until the land owner has paid all assessments and other amounts due in full, together with interest at a reasonable rate as determined by the Board of Trustees and published to the land owners and legal fees, court costs and other related expenses incurred by Shrine Village Association in the assessment, filing, prosecution and collection of the amounts due from the land owner. Assessments not paid within three (3) months of their due dates will be automatically turned over to Small Claims Court, and land owner will be responsible for the amount of the assessment PLUS any legal fees, interest and court costs incurred.

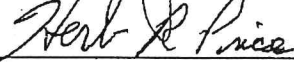
IN WITNESS WHEREOF, the Trustees of Shrine Village Association have executed this document and verify that the written approval of the Landowners as herein required has been obtained, this 25<sup>th</sup> day of August, 2008.


  
 Michael Gravilla, President

  
 Carl Musille, Vice President

  
 Julie Campitelli, Treasurer

  
 Nanette Goodenberger, Secretary

  
 Herb Price, Member at Large

  
 Don Geramita, Member at Large

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STATE OF OHIO:

SS:

STARK COUNTY:

Be it remembered, that on the 25<sup>th</sup> day of August, 2008, before me, the subscriber, a Notary Public in and for said county and state, personally came Michael Gravilla, Carl Musille, Julie Campitelli, Nanette Goodenberger, Herb Price and Don Geramita, as Trustees of Shrine Village Association, and acknowledged the signing hereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

*Barbara J. Stelea*  
Notary Public

BARBARA J. STELEA, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no Expiration Date  
Under Section 147.03 R. C.  
Recorded in Stark County

This instrument prepared by:  
Zollinger, D'Atri, Gruber, Thomas & Co.  
P. O. Box 2985  
North Canton, Ohio 44720-0985  
Telephone: 330-497-2886

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