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Stark County Recorder T20090033552

**AMENDED AND RESTATED COVENANTS OF
PEMBROKE HOMEOWNERS' ASSOCIATION, INC.**

Revised October 2009

AMENDMENT TO RESTRICTIVE COVENANTS OF THE PEMBROKE HOMEOWNERS' ASSOCIATION, INC., AFFECTING ALL LOTS IN PEMBROKE INCLUDING: PEMBROKE #1 AS RECORDED IN VOLUME 34, PAGE 105, OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #2 AS RECORDED IN VOLUME 34, PAGE 212, OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #3 AS RECORDED IN VOLUME 36, PAGE 32, OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #4 AS RECORDED IN VOLUME 39, PAGE 99-100 OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #5 AS RECORDED IN VOLUME 44, PAGE 70, OF THE PLAT RECORDS OF STARK COUNTY; AND ALL LOTS AS RECORDED IN VOLUME 153, PAGE 891, OF THE OFFICIAL RECORDS OF STARK COUNTY, AND AFFECTING ALL LOTS IN PEMBROKE ALLOTMENT NOS. 1-6 AS RECORDED IN VOLUME 980, PAGE 844, OF THE OFFICIAL RECORDS OF STARK COUNTY (COLLECTIVELY "PEMBROKE ALLOTMENT").

WHEREAS, on October 5, 2009, the Board of Trustees for the Pembroke Homeowners' Association, Inc. approved and accepted the vote of at least fifty-one (51) percent of all lot owners in Pembroke Allotment and of at least fifty-one (51) percent of the members of said Association regarding the amendment and restatement of the covenants and restrictions governing the Pembroke Allotment;

WHEREAS, the following covenants and restrictions shall supersede and replace all previous covenants governing Pembroke Allotment.

FIRST: The object of the Pembroke Homeowners' Association, Inc. ("Association") shall be the enforcement of the covenants and restrictions, overseeing such maintenance of vacant property, streets and lighting as the Association may deem advisable, and doing all things deemed necessary by the Association for the common benefit of all.

- Anyone purchasing a lot or lots agrees by acceptance of a deed to a lot located in Pembroke Allotment ("Lot"), to be a member of the Association, and agrees that it's Lot will be bound by these covenants and restrictions described herein.
- Dues amounts are set by the Board of Trustees of the Association ("Board") and are payable within 30 days after presentation. Unpaid dues are subject to penalties including deed impediments (liens) as determined by the Board.
- The Association shall have the right to charge and collect all attorney's fees and court costs associated with the Association's collection of dues, fees, or other sums owed by the Lot Owner, to enforce the provisions of this Restrictive Covenant, for the restraint of a violation of this Restrictive Covenant, or carrying out any object of the Association.
- It is the Lot owner's responsibility to notify the Board of an impending sale.

SECOND:

- No Lot shall be improved, used or occupied by any structure other than a residence used for single family, private dwelling house purposes.
- No residence shall be erected, added to or altered on a Lot that is designed to be occupied by more than one family.
- Not more than one residence shall be built on any one Lot; and no Lot shall be subdivided or allotted.
- No residence shall be erected on any Lot that does not have good architectural lines and proportions.
- No residence of any kind shall be moved upon any Lot, including but not limited to a mobile home, manufactured home, modular home or other structure fabricated in an off site facility for on site construction at a later date, or which has or had a certificate of title or which has or had a permanent label or tag affixed to it as specified in 42 U.S.C.A. 5415.
- No commercial signs or billboards shall be erected or maintained anywhere in Pembroke Allotment, however signage advertising a Lot for sale may be permitted as long as the signage is no larger than six (6) square feet.

THIRD:

- All garbage and trashcans and/or other forms of trash receptacles in Pembroke Allotment must be stored so as not to be visible from the street.
- All Lot owners shall cause their respective Lot to be mowed at least twice a month during the growing season and ensure the Lot is kept neat, in good appearance, and attractive for residential purposes.
- No excavation for the purpose of securing sand or gravel shall be made of greater extent or depth than necessary for construction of the residence or the appurtenance thereto, to be located on a Lot. No topsoil shall be removed from any Lot.

FOURTH:

- The erection of any residence, paving of driveway, and planting of lawn on any Lot must be completed within one (1) year from the beginning of construction operations.
- In addition to the residence, one (1), and only one (1), storage shed may be placed on a Lot if: (a) the Board approves of the proposed shed in writing; (b) the shed does not to exceed 12' wide x 14' long x 12' high; (c) the shed is made with all new materials, which shall include wood or vinyl siding and a shingled roof; (d) the shed will be placed in the back of the Lot at or past the two back corners of the residence and set no closer than 5' from property line; and (e) the shed complies with all county, state and township building codes. Reference: Plain Township Zoning Regulations.
- Any additional structures (such as, but not limited to, play structures) should be set no closer than 5' from the property line.

FIFTH:

- No residence may be erected or maintained on any Lot until the plans, elevations, location, materials and grade thereof have been submitted to the Board and approved by the Board in writing.
- No change or alteration may be made to the exterior design of any residence on a Lot after the original construction unless approved by the Board in writing.
- All garages shall be attached to the residence (with the entrance facing the side or rear.)
- All mailboxes, brackets, and posts are to be uniform with existing Lots as initially installed by the builder unless approved by the Board. (See standards)
- Uniform street lamps are to be installed by the builder and maintained by the Association.

SIXTH:

- Any residence erected wholly or partially on any Lot, shall have a 70 foot set-back to the front building line, unless designated otherwise on the recorded allotment plat.
- On corner Lots the set-back line from the side street (corner) shall be 30 feet and in each instance, shall present a good frontage on all streets.
- Any residence erected on a Lot shall cost no less than \$180,000.
- Lots shall be deemed to front on streets as indicated on the plat.
- No one-story residence, bi-levels or tri-level homes shall be erected on any Lot which have less than 2,500 square feet of living area above ground level.
- No two-story residence shall be erected on any Lot which has less than 1,450 square feet of first floor living area nor less than 1,050 square feet of second floor living area.
- The square feet area and cost herein indicated is as of November 1992, and its equivalent according to building costs fluctuation will be required at the time of building.

SEVENTH:

- No residence shall be erected on any Lot (except for "Ornamental Items" including but not limited to front steps, bay, projecting windows, stairway landing, cornice, spouting, chimneys, bracket, pilasters, grill work, trellises, and any other similar projections for purely ornamental purposes) shall be nearer the front lot line than as set forth in Item Six above. This same provision applies to outside lines of all corner lots.
- No residence shall be built (excluding Ornamental Items) nearer to the inside lot line than 15 feet and there shall be a minimum of 30 feet of side lot line as the combined distance of inside lot line of each side of any residence constructed (this building restriction is intended for the benefit of adjoining lot owners and where any person owns two or more adjoining lots, this restriction shall apply only to the outside lot lines of said lots owned by said person).
- On any corner lot, no shrubbery or trees nor structure of any kind including fences or stones shall be placed so as to obstruct motorist vision. If present shrubbery or trees grow so as to impair vision, trimming or removal shall be at the discretion of the Board.

EIGHTH:

- All Lot owners must maintain all structures and yards such that the Lot is neat, in good appearance and attractive for residential purposes.
- No Lot shall be obstructed physically or visually by vegetation.

NINTH:

- No fences or walls are to be erected without prior written approval of the Board of Trustees and may not exceed six (6) feet in height.
- No chain link or other wire fences are permitted on any Lot.
- No above ground swimming pools, portable or permanent, shall be placed on any Lot.
- Below ground swimming pools may be erected on any Lot if: (a) approved by the Board in writing; (b) the pool does not exceed 5% of the total Lot area; (c) and the pool and all appurtenances to the pool are not built within 30 feet of the back or side Lot lines.

TENTH:

- Passenger vehicles may be parked in driveways of Lots only if they are in running order and in regular use and no closer than 30 feet to the fronting street.
- No resident's vehicle(s) may be parked in any street of Pembroke Allotment on a regular basis.
- No junked vehicles may be parked anywhere in Pembroke Allotment, except in a closed garage, at any time.
- Vehicles may not be parked on unpaved areas of Lots, except on a temporary basis not to exceed 24 hours.

- Commercial vehicles may not be parked in Pembroke Allotment unless:
 - o they are a passenger-type automobile, van or pick-up truck, or
 - o they are parked within an enclosed garage, or
 - o they are vehicles parked temporarily and belonging to, or used by, a contractor employed by a Lot owner, or an agent of the Lot owner, for a specific repair, renovation, or improvement to the Lot or residence thereon.
- Campers, trucks (other than pick-up trucks of less than one ton capacity), motor homes, buses, trailers, boats or similar vehicles shall be parked or stored in garages at all times. Exceptions will be allowed, as in the instance of transferring a boat from water to storage between seasons, but no period shall be longer than one week at a time and not more than a total of three (3) weeks per year.

ELEVENTH

- No domestic animals except dogs and cats may be kept outside in Pembroke Allotment.
- No animals shall be raised for commercial purposes or be permitted to run at large in Pembroke Allotment.
- No nuisance of any kind shall be maintained or allowed in Pembroke Allotment and no use thereof shall be made or permitted that is noxious or dangerous to health or property.

TWELFTH

- No liquor, either malt, spirituous, vinous, or fermented, shall at any time be manufactured, sold or traded in Pembroke Allotment.

THIRTEEN

- The covenants and restrictions hereinbefore set forth, pertaining to the building covenants and restrictions, shall run with and bind the land hereinbefore described and all subsequent owners and occupants thereof.

FOURTEENTH:

- Any covenant or restriction contained herein may be enforced against any violation thereof by any present or future owner or owners of any Lot by any proper legal or equitable proceeding, the same being for the benefit of all present and future owners of land in said allotment.
- Any amended covenants adding additional restrictions shall not have retroactive effect and shall not apply to structures previously constructed or altered, or improvements to lots previously made in compliance with the covenants in effect when the amended covenants are adopted.

FIFTEEN

- The covenants and restrictions set forth herein, shall replace and supercede any and all prior versions, and may at any time and in any manner pursuant to the Code of Regulations be amended, supplemented, or repealed with the Association's written consent of fifty-one percent (51%) majority vote of the members of the Association voting in advance or at a special meeting for said purpose or annual meeting.

PEMBROKE HOMEOWNERS
ASSOCIATION, INC.

By: Michael R. Haprich
President

ATTEST:

Rebecca K. S. [Signature]
Secretary

This instrument prepared by:
Pembroke Homeowners' Association, Inc.

STATE OF OHIO
COUNTY OF STARK

Sworn to and signed in my presence by the president and secretary of the Pembroke Homeowners' Association, Inc. this 17th day of October 2009



JEANNE E. WEST
Notary Public, State of Ohio
My Commission Expires Feb. 3, 2014

Jeanne West
Notary Public