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Rick Campbell 3:20PM MISC  
Stark County Recorder T20040047502

# **BISHOP MEADOWS NO. 1**

**Perry Township**

**Stark County, Ohio**

**COVENANTS AND CONDITIONS**

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**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 Imaging No. \_\_\_\_\_, of the Stark County, Ohio, Plat Records, does hereby establish the following covenants running with the land covering all of the lots as dedicated in the plat to be recorded for the allotment 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.

The undersigned, for itself, its successors, and assigns, reserves the right to and shall organize a Homeowners' Association, whose membership shall consist of the owners of lots in Bishop Meadows.

The undersigned Owner and Developer, and the subsequently formed Homeowners' Association shall be the owner of any and all development common areas and/open space as shown the final plat for said allotment together with any and all detention and retention ponds set out in the existing Storm Water Retention Basin Easement recorded as Instrument No. 200408250061093 of the Stark County records, or otherwise, and any part of the allotment not designated as a platted lot therein. The Owner and Developer, and the subsequently formed Homeowners' Association shall be responsible for the maintenance and upkeep of any and all development common areas and/open space as shown the final plat for said allotment together with any and all detention and retention ponds set out in the existing Storm Water Retention Basin Easement recorded as Instrument No. 200408250061093 of the Stark County records, or otherwise, and any part of the allotment not designated as a platted lot therein within the allotment.

Each and every owner in Bishop Meadows 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 non-profit corporation 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 and the rights and powers of, and the rules and regulations hereinafter established by the Homeowners' Association.

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,