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RESTRICTIVE COVENANTS
FOREST RIDGE
PHASE TWO

D.R. VOL. 504 PAGE 505-507
LINDA K. FARKHAUSER
PORTAGE COUNTY RECORDER
FEE 30.00
INDEXED

The undersigned, Quail Hill Partnership, being the Owner and Developer of Lots 37 thru 68 in Forest Ridge Phase Two, an Allotment described in Plat 2000-1, of the Portage County, Ohio Plat Records, do hereby establish the following restrictive covenants as covenants running with the land covering all of the lots as dedicated in the plat 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 Forest Ridge Phase Two.

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, half-way 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 step-children; 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.

2. Any dwelling erected in Forest Ridge Phase Two shall adhere to and comply with the following requirements:

A. Single family dwellings shall meet the following requirements:

i. Type: Single family dwelling may be a one story, a two story, a split level, 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) Split level dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.

(d) 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 not less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, patios, or any enclosed area 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.

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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	1400 Square Feet
(2) Two Story	1600 Square Feet
(3) Split Level	1500 Square Feet
(4) Cape Cod	1500 Square Feet

iii. Garage: No garages shall be erected which are separated from the main building. All garages must be at least 360 square feet.

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.

C. The Lot Owner or their assigns shall, within three (3) months of occupancy of their residence, construct on said lot a sidewalk which shall be four (4) feet wide, four (4) inches deep, constructed of concrete (six sack limestone mix) and meet the specifications of Portage County and shall span the width of the lot and connect the sidewalk constructed on adjoining lots of each side of the premises.

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 the undersigned, or an authorized employee or agent of the undersigned.

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

F. 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, storage shed, or other building or commercial advertising signs (except a real estate "for sale" sign), or billboards shall be erected or located on said premises.

i.. "Mini-barns" may be constructed upon said premises for the storage of lawn equipment, bicycles and other items, so long as such "mini-barns" are erected and constructed pursuant to the following specifications: Such buildings shall be of wood construction, painted either white or the color of the dominant color of the dwelling on the premises, with a shingle roof matching the shingles on the dwelling on the premises, and shall be of a construction size not less than 64 square feet, nor more than 120 square feet, and shall not be more than 9 feet in height. Such "mini-barns" shall be constructed only in the rear yard and shall be at a location approved by the Developer, but not nearer than ten (10) feet from any rear or side lot line. Such "mini-barns" shall be maintained in a good state of repair.

ii. Setback Requirements: All structures constructed in Forest Ridge Phase Two shall conform to the setback requirements as established by Ravenna Township.

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3. Motor homes, campers, travel trailers, boats, trucks, or any other 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 or side yards of any dwelling the height of which exceeds 40". No such fence shall be of wire or chain link construction. All fences shall be approved in writing by the undersigned prior to installation.

5. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.

6. No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.

7. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.

8. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises except those provided by or approved by the Developer.

9. No commercial or industrial vehicles, such as, but not limited to, moving vans, trucks, (other than pickup trucks of less than one ton capacity), tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be parked upon said premises, except as necessary to the performance of work in construction, repairing or servicing the dwelling house on the premises or its appurtenances.

10. No animals or fowl shall be permitted or kept on the premises, except animals or fowl which are commonly considered domestic house pets. Dogs or cats permitted or kept on the premises shall not exceed three (3), in total. 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. Grantor shall have the discretion and authority to determine what constitutes a nuisance.

11. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter. In the event that it is determined that 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 pre-empt 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 Home Owners Association shall have the right to regulate the location and manner of installation of said dishes. Furthermore, antennas, aerials, or other such devices for television or radio reception are not permitted on the outside of any dwelling or outbuilding or otherwise on any lots in the subdivision.

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

13. There shall be no above ground swimming pools, except small portable inflated pools for children. In-ground pools are permitted but require site plan approval by the Developer. Pools must be completely enclosed with privacy type fence, and pool equipment sheds must be within the fenced area.

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14. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowners' Association, whose membership shall consist of the owners of lots in Forest Ridge Phase Two.

(a) Each and every owner in Forest Ridge Phase Two, 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 hereinafter established by Homeowners' Association.

(b) The objectives of such Homeowners' Association shall be the enforcement of restrictions, the ownership and maintenance of property, the maintenance of unimproved property and streets as the Association may deem advisable. Due to Planning requirements of Portage County, areas on the Plat of Forest Ridge Phase Two have been designated as Aesthetic and Conservation Easements and Open Spaces (Open Space A-6.6586 acres and Open Space B-31.4951 acres). The Developer has deeded certain of said areas to The Portage County Soil and Water Conservation District. Upon completion of the development of Forest Ridge or at such earlier time as the Undersigned Developer deems advisable, the Undersigned Developer shall deed all or part of the remainder of such easements and Open Spaces to the Homeowners' Association. It shall be the objection of said Homeowners' Association to maintain these Open Spaces and easements and any additional easements or Open Spaces dedicated or established on the plat of any subsequent Phase of Forest Ridge. The Owners of lots in Forest Ridge Phase Two or any previous or subsequent Phase shall participate in the cost of maintenance as herein provided. 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 1st day of April of each year. The funds thus obtained shall be used by the Association for the purpose of organizing and maintaining the Homeowners' Association and maintaining, planting, improving, or cleaning beautification easement areas, vacant property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in Forest Ridge Phase Two have been sold and said Homeowners' Association organized, the undersigned or its successors and assigns, shall have the foregoing right of assessment and the use of the funds thus obtained for all of the aforementioned purposes.

(c) By acceptance of the deed to a lot or tract of land in Forest Ridge Phase Two, the Grantees do grant to such Homeowners' Association, and until its formation, the undersigned, the rights 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.

(d) Developer shall have the right to include lots in any previous or subsequent Phases of Forest Ridge in the Home Owners Association. The lots in any previous or subsequent Phase of Forest Ridge shall not be subject to membership association or assessment by the Association until seventy-five percent (75%) of the lots in that Phase have been sold and transferred.

15. 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

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into said property for such purposes shall not be deemed a trespass.

16. The Plat of Forest Ridge Phase One and Two does create and establish conservation easement areas as shown thereon for the preservation of the character of such lands, streams, and other surface waters including wetlands as now or in the future exist. An adjacent upland area 10 feet in width has been included as a buffer area in some of these easement areas. These areas shall be left in their natural state and any modifications thereof shall first be approved by the appropriate local, state, and or federal governing agency. Dumping of any material (including yard waste) in or filling of any part of the easement area is expressly prohibited. The Undersigned Developer intends to construct a walking-jogging path and other amenities in these areas. Access to the environmental easement areas shall be as specified in the code of Covenants and Restrictions of the Forest Ridge Homeowners' Association and until such time as the Homeowners' Association is created as provided herein said access shall be by regulation by the Undersigned Developer. Access to and use of the environmental easement areas shall be limited to members of the Forest Ridge Homeowners' Association, their families and their guests, as specified in the deed to The Portage County Soil and Water Conservation District. The easements shall be held by the Forest Ridge Homeowners' Association upon its formation and may be enforced by it, by the Undersigned Developer or by the County of Portage should the Homeowners' Association fail to enforce its provisions.

17. The provisions herein shall run 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.

18. 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, 2019, and shall be automatically extended beyond that date for successive ten (10) year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.

19. 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, when it deems such course of action advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the owners of a majority of the lots in the allotment has been recorded, agreeing to such amendment, change, cancellation or addition.

Signed and acknowledged
in the presence of:

QUAIL HILL PARTNERSHIP,
A PARTNERSHIP

James W. Lemmon
James W. Lemmon

By: William J. Lemmon
William J. Lemmon, Partner

William J. Lemmon
William J. Lemmon

By: Robert J. DeHoff
Robert J. DeHoff, Partner

Molly R. Ray
Molly R. Ray

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STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Quail Hill Partnership, a Partnership, by William J. Lemmon and Robert J. DeHoff, Partners, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said partnership and their free act and deed individually and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 3rd day of ~~January~~, February 2000.

Molly R. Ray (Johnning)
Notary Public

MOLLY R. RAY
Notary Public, State of Ohio
My Commission Expires April 28, 2002

INSTRUMENT PREPARED BY:
ROY H. BATISTA
Attorney at Law
Belpar Professional Centre
4808 Munson, N.W.
Canton, OH 44718
Phone: (330) 499-0900
Fax: (330) 499-0950

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