

**RESTRICTIVE COVENANTS**  
**FOREST RIDGE**  
**PHASE FIVE** ✓

The undersigned, Quail Hill Partnership, an Ohio partnership, being the Owner and Developer of Lots 110 through 138 in Forest Ridge Phase Five, an Allotment described in Plat 200432419, of the Portage County, Ohio Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the Lots as dedicated in the plat as aforesaid (the "Lot or Lots") 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 Lots in Forest Ridge Phase Five (collectively the "Lot Owner").

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 Lots shall be used as a hotel, rooming house, boarding house, group home, halfway 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 stepchildren; 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 Five 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.

In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

(b) The minimum 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 Lot no later than six (6) months from the time of occupancy of the Lot.

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 Lot.

D. No building of any kind may be erected or maintained on any of the Lots in the 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 the Lot and shall in no case allow weeds to grow on any part of 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 constructed on a Lot.

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 Lot 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 Five shall conform to the setback requirements as established by Ravenna Township.

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 on a Lot or in the allotment.

4. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on a Lot in the front yard. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the side yards of any dwelling the height of which exceeds forty (40) inches. No 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 the Lots.

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

8. No mailbox or newspaper delivery receptacle shall be erected or maintained on the premises except those provided by or approved by the Developer. Once installed, the mailbox shall be maintained by the Lot Owner.

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 Lot, 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 Homeowners 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 inflatable 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.

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 Five and Lots in Forest Ridge Phase One, Phase Two, Phase Three and Phase Four.

(a) Each and every Lot Owner in Forest Ridge Phase Five, 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 organized for the protection and benefit of all such owners of Lots in Forest Ridge, Phases One, Two, Three, Four and Phase Five, and shall possess certain voting and property rights, subject to and limited by the provisions of this Declaration of Restrictive Covenants and the similar Declaration previously filed for Forest Ridge Phases One, Phase Two, Phase Three and Phase Four, 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 Lots, the maintenance of unimproved Lots 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 C-0.3632 acres) and areas on the Plat of

Forest Ridge Phase Three and Four have been designated as Aesthetic and Conservation Easement, designated wetlands, and Open Spaces (Open Space B-1, B-2 and B-3 as shown in Plat Book 97-108 and shown on the respective Plats for Phase Three and Phase Four). Upon completion of the development of Forest Ridge or at such earlier time as the undersigned Developer deems advisable the undersigned Developer shall deed such easements, designated wetlands, and Open Spaces to the Homeowners' Association. It shall be the objective of the 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 Five or any 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. The assessment shall be paid annually and in advance of the 1<sup>st</sup> 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 Lots 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 Five have been sold and the 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 Five, 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 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 subsequent Phases of Forest Ridge in the Homeowners' Association. The Lots in any 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 Lots including, but not limited to, the completion of any filling, grading, or installation of drainage facilities. Entry into said property for such purposes shall not be deemed a trespass.

16. As set forth above, the plat of Forest Ridge Phase Five does create and establish conversation easement areas as shown thereon for the preservation of the character of such lands, streams, and other surface waters including designated wetlands as now or in the future exist. 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 designated wetlands or easement area is expressly prohibited. The undersigned Developer reserves for itself, its successors and assigns, the right 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 rear portion of certain Lots in Forest Ridge Phase Five are located in the 100 year flood plain.


18. 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.

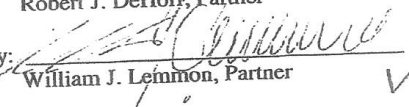
19. All of the provisions of this instrument shall be deemed as restrictive covenants running with the land, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2024, and shall be automatically extended beyond that date for successive 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 the covenants in whole or in part.

20. 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.

21. In the event Quail Hill Partnership and/or the Association takes any action, legally or otherwise, to enforce any provision of the Restrictions, 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's fees) incurred by Quail Hill Partnership and/or the Association related to the action.

QUAIL HILL PARTNERSHIP ✓

By:   
Robert J. DeHoff, Partner ✓

By:   
William J. Lemmon, Partner ✓

Filed 12-18-97  
PARTNERSHIP NO. \_\_\_\_\_  
Date 12-18-97 At \_\_\_\_\_  
LINDA K. FANKHAUSER  
Portage County Recorder  
Fec \_\_\_\_\_

# EXHIBIT "A"

## QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that QUAIL HILL PARTNERSHIP, an Ohio general partnership, the Grantor, which claims title by and through the instrument recorded in Volume 117, Page 412, of the Portage County Recorder's Office, Portage County, Ohio, for valuable consideration paid, grants to THE PORTAGE SOIL AND WATER CONSERVATION DISTRICT, the Grantee, whose tax mailing address is 6910 STATE RTE 89, the following described real property: 12-18-97

7.3 acres of land situated in the Township of Ravenna, County of Portage, and State of Ohio, and further described and set forth on that certain replat of Forest Ridge, Open Space "B" Phase One and recorded in Plat Book 97-108 in Portage County Recorder's Office ("Property"). Now KNOWN AS FOREST RIDGE - PHASE ONE OPEN SPACE B-2

29-342-00-00-019.076  
12-18-97 TAX MAP DEPT. *JKD*

LEGAL DESCRIPTION
<input checked="" type="checkbox"/> SUFFICIENT <input type="checkbox"/> DEFICIENT
<input checked="" type="checkbox"/> NO DIVISION OF LAND

Subject to any and all conditions, restrictions, easements, and encumbrances of record, and further subject to applicable zoning ordinances and all legal highways, and subject to the restrictions and reservations set forth below.

The parties understand and agree that certain restrictions are hereby imposed upon the Grantee's use of the Property, and the acts which the Grantee covenants to do and refrain from doing upon said property in connection therewith are and shall be as follows:

1. The Property herein described shall be kept in its natural state. As herein used, the term "natural" is intended to mean that no buildings, billboards, or other structures of any kind, either temporary or permanent, shall be placed or erected on the Property, unless otherwise expressly provided hereunder.
2. There shall be on or in the Property no fillings, excavating, removal of topsoil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces or nature or as reserved hereafter.
3. No power transmission lines, communication towers, antennas, or satellite dishes may be erected, nor any interest in the Property granted for this purpose.
4. The Property shall at all times be kept free of garbage, trash and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon.
5. Each and every other activity or construction which might endanger the natural or scenic state of the Property is forbidden.
6. Cattle or other livestock shall not be permitted on the Property.
7. All activities prohibited to be performed by the Grantee on the Property shall not be done by any employee, agent, or representative of the Grantee, nor shall the Grantee give permission to another person or entity to perform such activities.
8. Access to the Property shall be limited to (a) the Grantee, for the purpose of preserving natural resources; (b) the township trustees and other appropriate governmental bodies have the right of entrance upon the Property for emergency purposes or in the event of non-performance of maintenance or improvements

Vol. 0256 Page 536