

File# 202514516

RESTRICTIVE COVENANTS
FOREST RIDGE
PHASE SIX

The undersigned, Quail Hill – Forest Ridge Development Company, Ltd. an Ohio limited liability company, being the Owner and Developer of Lots 139 through 164 in Forest Ridge Phase Six, an Allotment described in Plat 2025-33 (File Number 202510879), of the Portage County 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 Six (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.

2. Any dwelling erected in Forest Ridge Phase Six 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. Any extensions must match the existing driveway material.

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. Roofs must be shingle style only and must be of similar color pallet. Any material other than asphalt shingles must be approved by the Board of Trustees for the Master Association (later defined).

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 occupying the residence constructed on a Lot. All trees/shrubbery shall maintain a general good appearance of said premises and shall not impede the use of public sidewalks. Sidewalks and the street shall be cleared in a timely manner of grass clippings after completing lawn care/maintenance.

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. Notwithstanding the foregoing, a homebuilder may place a production trailer on the property in a location approved by the undersigned Developer in advance, provided the trailer is maintained in good condition and repair and the property is restored to its original condition after removal.

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 144 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 or the Board of Trustees for the Master Association, 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. Only one "mini-barn" shall be permitted per Lot.

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

3. Motor homes, campers, travel trailers, boats, construction vehicles or other recreational vehicles 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. No Lot Owner, or guest of a Lot Owner, shall park any vehicles on the lawn or allow habitual overnight street parking.

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. If individual mailboxes are installed, they shall be maintained by the Lot Owners. If cluster box units are utilized, they shall be maintained by the Master Association (later defined).

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. Developer or the Board of Trustees for the Master Association 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 Master 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 using a permanent structure that is high enough to conceal bins from view.

13. In-ground, above-ground and small portable inflatable pools for children are permitted. In-ground and above-ground pools require site plan approval by the Developer or the Board of Trustees for the Master Association prior to installation. All swimming pools, both in-ground and above-ground, must have an approved Ravenna Township Zoning Certificate prior to approval by the Developer and/or Board. Above-ground pools that are 54' or lower must have a fence around the top of the pool and a locking ladder or gate. In-ground pools shall be enclosed by a fence. Pools must be completely enclosed with privacy type fence, and pool equipment sheds must be within the fenced area. All fencing must comply with Ravenna Township Zoning regulations. Furthermore, all pools must be well maintained and kept in good visual appearance. Pool equipment sheds must be within the fenced area. The Developer and/or Board of Trustees shall have discretion and authority to determine what constitutes a good visual appearance. Site plan approval governed by the Developer or the Board of Trustees of the Master Association for above-ground pools includes, but is not limited to the following requirements:

- i. Only rectangular and round above-ground pools are permitted.
- ii. For round pools, no sizes smaller than 21 feet in diameter or larger than 30 feet in diameter are permitted.
- iii. For rectangular pools, no sizes smaller than 12' wide by 20' long or larger than 18' wide by 32' long. Rectangular size requirements are for pool water dimensions only. Pool entrance decking that is part of the rectangular pool installation package is permitted so long as the setback requirements are followed.
- iv. No above-ground pools can be placed or installed in the front yard on any lot or premises.
- v. All above-ground pools must adhere to setback requirements that include: not nearer than 10' from any side lot line and not nearer than 20' from any rear lot line.
- vi. All above-ground pools must have no smaller than 48 inches (4 feet) in height side walls which are measured from ground level to the top of the pool's side walls.
- vii. All above-ground pools shall have a ladder that can be detachable or a locking device to prevent unwanted entrance into the pool when not in use.

14. The undersigned, for itself, its successors and assigns, reserves the right to add the Lots in Forest Ridge Phase Six to the Homeowners Association established for all of Forest Ridge. This Homeowners Association has been formed with the Ohio Secretary of State as "Forest Ridge Homeowners Association, Inc." (the "Master Association"), and its membership currently consists of the owners of Lots in Forest Ridge Phases One, Two, Three, Four and Five. Additionally, the undersigned has organized or may organize a separate Homeowners Association solely for Phase Six, namely the "Forest Ridge No. 6 Homeowners Association, Inc." (the "Phase 6 Association"), whose membership shall consist solely of the owners of Lots

in Forest Ridge Phase Six. The primary purpose of the Phase 6 Association is to execute the maintenance of the Pond (hereinafter defined), once constructed.

(a) Each and every Lot Owner in Forest Ridge Phase Six, by virtue of ownership of a Lot therein, shall become and, during the entire period of ownership of said Lot, shall become and remain a member of the Master Association and the Phase 6 Association. Both Associations are corporations 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 similar Declarations previously filed for Forest Ridge Phases One, Two, Three, Four and Five, and the rights and powers of, and the rules and regulations thereafter established by such Associations.

(b) The objectives of the Master Association shall be the enforcement of restrictions, the ownership and maintenance of Lots and the maintenance of unimproved Lots and streets as the Master 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, with the exception of Open Space B-2, to the Master Association. Open Space E behind Lots 145 and 146 in Forest Ridge Phase 6 shall also be conveyed to the Master Association. It shall be the objective of the Master 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 Six shall participate in the cost of maintenance as herein provided. For doing such, the Master Association may obligate each Lot in said subdivision for the payment of an annual assessment of such amount as may be fixed by the Master Association. The 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 Master Association for the purpose of organizing and maintaining the Master 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 Master Association may determine. Until 75% of the Lots in Forest Ridge Phase Six have been sold and control of Phase Six has been turned over to the Master Association, 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; provided, however, that the undersigned shall not obligate NVR, Inc., d/b/a Ryan Homes, to pay the annual assessment for any Lots that it owns, so long as it is the exclusive builder in Forest Ridge Phase Six.

(c) The plat ("Plat") for Forest Ridge Phase Six shows a storm water basin ("Basin") in an area of open space behind Lots 141-144, labeled Open Space D. The Basin is identified on the Plat as a "Storm Water Management Basin" and functions as part of the

drainage plan for the Development. The objectives of the Phase 6 Association shall be to oversee and carry out the monthly and long-term maintenance of the Basin; including, but not limited to, those items set forth in a Long-Term Maintenance Plan entered into between the undersigned and Portage County, Ohio, if applicable (the "Plan"). Regardless of whether the Plan exists, monthly maintenance shall include: (i) removal of floating debris; (ii) removal of woody vegetative growth from the Basin, including embankments; (iii) removal of trash and/or accumulated sediment; and (iv) removal of obstructions in orifices and/or outlets (as further set forth below). Long-term maintenance shall include: (i) repairing erosion to outfall(s) or spillway(s); (ii) repairing and/or replacing damaged structures, such as catch basins, risers, pipes and headwalls; (iii) repairing animal burrows and/or other leaks in the dam structures; (iv) removing debris from overflow spillway(s) or grates; (v) mowing embankments and removing woody vegetation on embankments; (vi) inspecting and removing invasive plants; and (vii) dredging the Basin on a 15-year cycle or as otherwise necessary to retain design capacity. The operation, capacity and geometry of the Basin shall be maintained in accordance with the approved construction plans on file with the Portage County Engineers Office. All storm sewer pipe inlets and outlets from and from the Basin shall be kept free of debris/blockage as necessary to function properly. For doing such, the Phase 6 Association may obligate each Lot in Forest Ridge Phase Six for the payment of an annual assessment of such amount as may be fixed by the Phase 6 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 for the maintenance and/or repair of the Basin, including compliance with the Plan (if any). Until 75% of the Lots in Forest Ridge Phase Six have been sold and control of the Basin has been turned over to the Phase 6 Association, 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; provided, however, that the undersigned shall not obligate NVR, Inc., d/b/a Ryan Homes, to pay the annual assessment for any Lots that it owns, so long as it is the exclusive builder in Forest Ridge Phase Six. When control of the Basin is turned over, the undersigned Developer shall deed Open Space D to the Phase 6 Association and the Master Association. If the Phase 6 Association fails to comply with its maintenance obligations set forth herein, the Master Association may step in and perform these obligations and assess each Lot in Forest Ridge Phase Six for the cost of so doing. The Master Association shall be responsible for the payment of any/all real estate taxes assessed on Open Space D and shall add Open Space D to its policy of liability insurance.

(c) By acceptance of the deed to a Lot or tract of land in Forest Ridge Phase Six, the grantees do grant to the Master Association and the Phase 6 Association, or the undersigned acting in their place, the right to place a "NOTICE OF LIEN" against any Lot(s) owned by such grantee in the allotment upon the grantee becoming delinquent in the payment of any assessments levied against his/her/its/their Lot, pursuant to these Restrictive Covenants and any amendments or modifications thereto.

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 Plats of Forest Ridge do create and establish conservation 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 has reserved for itself, its successors and/or 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 Master Association and until such time as the Master Association is created 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 Master 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 Master Association upon its formation and may be enforced by it, by the undersigned Developer or by the County of Portage should the Master 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, 2044, 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.

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.

20. In the event Quail Hill-Forest Ridge Development Company, Ltd., the Master Association and/or the Phase 6 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-Forest Ridge Development Company, Ltd., and/or the Master Association or Phase 6 Association (as the case may be), related to the action.

21. The undersigned makes the following disclosures regarding the Forest Ridge subdivision:

(a) Quail Hill-Forest Ridge Development Company, Ltd., with offices at 821 S. Main St., North Canton, Ohio 44720, is the Developer of Forest Ridge.

(b) A portion of the land in the Forest Ridge subdivision has been designated as Aesthetic Conservation Easements and Open Spaces.

(c) The property bordering the north and west property lines of the Forest Ridge subdivision is or was zoned RM (non-conforming), for the operation of an excavating business.

(d) The open space behind Lots 145 and 146 in Forest Ridge Phase Six are located in the 100-year flood plain and may consist of wetlands and/or wetlands buffer areas.

(e) The property bordering the south and east property lines of the Forest Ridge subdivision is zoned RM (PUD) and is developed under the name Westwood Village Homes, a planned condominium development.

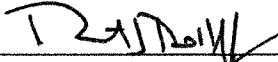
(f) The Westwood Village Condominium Association has been granted a perpetual easement and right of way, the purpose of which is to provide the condominium owners with an unobstructed view of a pond on the Forest Ridge property (see Vol. 120, Pgs. 510-513 of the Portage County Records). The pond shall remain the exclusive property of the Developer or the Master Association, subject only to the right of the grantees in such easement instrument to fish the pond.

(g) Questions regarding zoning should be addressed to the Zoning Inspector whose address is:

Ravenna Township Zoning
6115 N. Spring St.
Ravenna, Ohio 44266
(330) 297-1998

**QUAIL HILL-FOREST RIDGE
DEVELOPMENT COMPANY, LTD.**

By: McKinley Holdings, LLC,
Its sole Member

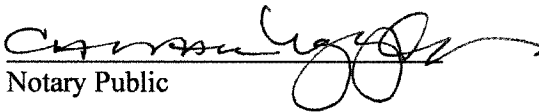

By: Robert J. DeHoff, Manager

STATE OF OHIO, STARK COUNTY, SS:

This instrument was acknowledged before me this 29th day of September, 2025, by Robert J. DeHoff, a Manager of McKinley Holdings, LLC, the sole member of QUAIL HILL-FOREST RIDGE DEVELOPMENT COMPANY, LTD., an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both individually and on behalf of the company.



Christine M. Snyder
Notary Public, State of Ohio
My Commission Expires 11-06-2028


Notary Public

INSTRUMENT PREPARED BY:

Winkhart Law Group, LLC
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North Canton, Ohio 44720
Phone: (330) 433-6700