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RESTRICTIVE COVENANTS  
FOREST MEADOWS NO. 2

The undersigned being the Owner and Developer of Lots 28 through 40, inclusive in Forest Meadows No. 2, an Allotment described in Instrument No. 20040702004827, of the Stark 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 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 the named lots in Forest Meadows No. 2.

- 1. No lot or any part thereof shall be used for other than single family, private, residential purpose. 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, 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 Meadows No. 2 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 square footage for each of the aforementioned designs, computed as above described shall be:
    - (1) One Story 1800 Square Feet
    - (2) Two Story 2200 Square Feet
    - (3) Split Level 2000 Square Feet
    - (4) Cape Cod 2200 Square Feet with not less than 1600 square feet in the first floor area.
- iii. Garage: No garages shall be erected which are separated from the main building. All garages must be at least 440 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. The slope of the driveway between the curb and the property line cannot exceed 5" of vertical rise.



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- C. Any driveway aprons and/or approaches shall be constructed in compliance with Stark County Subdivision Regulations and in compliance with approved plans, specifications and profiles for Forest Meadows No. 2. The drive slope requirement in paragraph "B" above is part of this regulation.
- 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, grade thereof and exterior colors, have been submitted in writing and are approved in writing by 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 finish lawn shall be planted and established 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 of any type, recreational vehicles, basement dwelling, tent, shack, barn or other outbuilding or commercial advertising signs or billboards shall be erected or located on said premises. "Mini-barns" may be constructed upon said premises for the storage of lawn equipment, household maintenance items, bicycles and other items, so long as such "mini-barns" are erected and constructed pursuant to the following specifications.
  - i. Such buildings shall be of wood construction, painted white or the major color of the siding on the residence, with an asphalt shingle roof matching the roof on the residence, and shall be of a construction size not less than 64 square feet, nor more than 100 square feet, and shall not be more than 8 feet in height.
  - ii. Such "mini-barns" shall be constructed at a location at the rear property line of each respective lot but not located closer that 5' to any property line.
  - iii. Such "mini-barns" shall be maintained and in a good state of repair. No more than one mini-barn per lot is permitted.



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- G. Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines or driveways are not permitted.
  - H. In the construction of improvements on any lot in Forest Meadows No. 2, no activities or any action will be taken by a grantee of a lot in Forest Meadows No. 2 to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in Forest Meadows No. 2 or said grantee's employees, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of DeHoff Agency, Inc., at 821 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.
  - I. No structure of any kind shall be erected on any lot, any part of which is in violation of any front, side and rear setback lines and requirements as established by the Lake Township Zoning Ordinance, establishing such setback requirements for real property as such requirements are in effect at the time of construction.
  - J. No exposed concrete block foundation, including split face concrete block, shall be permitted. Accordingly, a brick or stone band is required on all elevations.
  - K. A framed and sided full height chase to contain a pre-fab fireplace flue is permitted on the side and rear elevations. "Bump-outs" are prohibited on all elevations. All fireplaces shall have a masonry foundation.
  - L. The owners or their assigns shall, within three (3) months of occupancy of their residences, construct on said lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six sack limestone mix) and meet the specifications of Stark County and shall span the width of the lot and connect with the sidewalk constructed on adjoining lots on each side of the premises.
3. Motor homes, campers, travel trailers, trailers of any type, 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 yard of any dwelling; 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 40"; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds 6'. No fence shall be of wire or chain link construction. Nothing in this paragraph is intended to prevent a builder from constructing a fence for crowd control at a model home or sales center or preventing a homeowner from erecting a decorative fence running parallel with the sidewalk leading from the driveway to the front door so long as the decorative fence is within 24" of the sidewalk. All fences shall be approved in writing by the undersigned prior to installation.
5. No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.
6. No excavation for the purpose of securing sand or gravel shall be greater than necessary for the residence to be located thereon.
7. Mailboxes and newspaper boxes will be provided and installed by the developer. Mailbox location will be determined by the United States Postal Service. Mailboxes and newspaper boxes, once installed, shall be maintained by the lot owner. No mailbox or newspaper delivery receptacle shall be erected other than the type approved and installed by the developer.
8. No commercial or industrial vehicles, such as, but not limited to, moving vans, trucks, (other than light-duty pickup trucks), tractors, trailers of any type, 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 but in no event for more than a twelve (12) hour period of time.
9. No turkeys, geese or ducks and no domestic animals except dogs or cats, not to exceed two (2) in total, may be kept on said premises. No chickens or other fowl shall be raised for commercial purposes or be permitted to run at large upon said premises. Only dogs that are of a "non-vicious" breed shall be permitted to be kept on any premises and said dogs shall not be allowed to remain outside so as to create a nuisance with respect to their barking or howling. 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 full authority to determine what constitutes a nuisance.

10. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter. In the event that it is determined that the 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 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.
11. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals.
12. There shall be no above ground swimming pools, except small (48" in diameter) portable pools for children.
13. The undersigned, for itself, its successors and assigns, reserves the right to organize a Homeowner's Association, whose membership shall consist of the owners of lots in Forest Meadows No. 2.
  - A. Each and every owner in Forest Meadows No. 2, 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 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 the Homeowners' Association.
  - B. 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 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 property and streets of the subdivision, and for otherwise benefiting the subdivision as the Association may determine. Until 75% of the lots in Forest Meadows No. 2 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 Meadows No. 2, 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. For the purposes of establishing the Homeowners' Association, the Developer shall have the right to include lots in Forest Meadows No. 2 with future phases in the Forest Meadows Allotment.
  - E. The Developer shall install streetlights in Forest Meadows No. 2. The power to operate said lights and the maintenance and repair of said lights shall be the subject of an assessment by Lake Township.
14. No signs, billboards or advertising devices of any kind shall be erected except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot), (b) home builders and general contractor signs, not larger than ten (10) square feet (one per lot) and only until sold. The configuration of home builder and general contracting signs shall be at the sole discretion of DeHoff Agency, Inc.. Nothing herein contained shall limit DeHoff Agency, Inc.'s right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of DeHoff Agency, Inc. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.
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



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

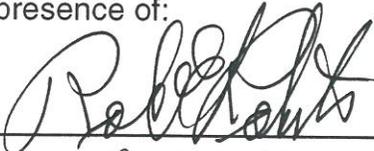
16. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes the owner of any lot in this development, as well as the undersigned and its successors and assigns.
17. All of the provisions of this instrument shall be 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, 2015, 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 (except as provided in Paragraph 18 herein) has been recorded, agreeing to change said covenants in whole or in part.
18. 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; to correct typographical errors or obvious factual errors or omissions; or to address situations not otherwise addressed in these restrictions when it deems such course of action advisable for the betterment of the allotment. No other amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the then owners of the property has been recorded, agreeing to such amendment, change, cancellation or addition.
19. In the event the DeHoff Agency, Inc. and/or the Association takes any action, legally or otherwise, to enforce any provision of these 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 the DeHoff Agency, Inc. and/or the Association related to the action.



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Signed and acknowledged  
in the presence of:

DeHoff Agency, Inc.

  
\_\_\_\_\_  
Robert Roberts

  
\_\_\_\_\_  
By: Robert J. DeHoff, President Date

  
\_\_\_\_\_  
Terri L. Shoemaker

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named DeHoff Agency, Inc., successor by merger to Chatham Development Corporation, by Robert J. DeHoff, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 7 day of October, 2004.

  
\_\_\_\_\_  
Notary Public TERRI L. SHOEMAKER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 12-12-05

This Instrument Prepared By:

Thomas W. Winkhart  
Attorney at Law  
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