

RESTRICTIONS THE STEEPLECHASE

Whereas, Edward F. Barr Corporation (hereinafter synonymously referred to as "The Steeplechase", the developer, or the Corporation) of Stow is the owner of land known as The Steeplechase, in the Village of Munroe Falls, Summit County, Ohio, which it intends to develop into a residential development of single family residences.

Whereas, The Steeplechase deems it necessary for the efficient preservation of the values, general welfare of the buyer, aesthetic harmony, and amenities of said development to impose and provide restriction, covenants, easements and limitations upon the land of said The Steeplechase.

I. All lots conveyed shall be used exclusively for single family residence purposes and only one structure shall be permitted on each lot.

A. Single family dwellings shall meet the following requirements:

1. TYPE: Single family dwellings may be one or two story in design.

a. A one story dwelling is a structure, the living area being the first floor space only, 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 space.

b. A 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.

2. LIVING AREA: The "Living Area" of any dwelling shall be not less than finished habitable area as set forth below. "Living Area" shall NOT INCLUDE Garages, Attics, Basements (when less than 50 percent of the exterior wall area is exposed), Breezeways, Utility Rooms, Patios, or any enclosed area not heated for year-round living.

a. Such floor area shall not be less than the following in "Square Feet":

- | | | |
|----|---|----------------|
| 1. | One Story with Basement | 2,000 sq. feet |
| 2. | Two Story with Basement | 2,400 sq. feet |
| 3. | Split Level | 2,600 sq. feet |
| 4. | The Steeplechase reserves the right to make minor variances in the above figures, if, in its opinion, the intent of this section is maintained. | |

3. INHABITANTS: A single family shall be limited to a husband and/or wife together with their child or children, natural or adopted, while such child or children is or are unmarried, together with the parent or parents of the husband and/or wife, if said adult is a widow or a widower. No more than one married couple may occupy a single family dwelling for more than 30 days per year (allowing for parental vacation visits). No lot owner may permit a non-member of the family to occupy the premises nor lease or rent to any person, tenant, guest, lessee, renter, or other non-family member beyond the first level or consanguinity.
4. MARKET VALUE: The appraised fair market value of any dwelling erected or placed upon any part of the land herein conveyed shall be not less than \$150,000, including the value of the lot.
 - a. If the cost of living index as of July 1, 1987, as determined by the U.S. Department of Labor, increases thereafter, the required minimum value aforesaid shall likewise increase at the same percentage increase of such cost of living index.
5. SIDE YARDS: Each building shall have a side yard along each lot line. The least dimension of each said yard shall be not less than 10 feet. The side yard nearest the street on any corner lot shall have a width as designated on the recorded plat. No shrubbery shall be closer than allowed setback to the street on corner lots. When two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner.
6. No single family dwelling may be constructed on less than one (1) of the original subdivision lots. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to The Steeplechase and the written consent of said The Steeplechase to such subdivision or division has been obtained.
7. No fence or wall of any kind or for any purpose shall be erected, placed, or suffered to remain on any lot nearer to the street or highway upon which the lot faces or abuts than the front building line of the residence. A fence may be erected for the purpose of protection of a private swimming pool, provided that such pool and fence are located in the rear of the lot and such fence shall meet the regulation of the Village of Munroe Falls, Ohio, or be not more than six (6) feet in height, whichever is higher.

8. All garbage or trash containers, oil tanks, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.
9. No outdoor clothes drying area shall be allowed in the development.
10. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any residential premises.
11. No unsightly growth, such as weeds, underbrush, or the like, shall be permitted to grow or remain upon any lot and no refuse, pipe, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain, provided that they are aesthetically pleasing to the appearance of the development as a whole. In the event that any lot owner shall fail or refuse to keep his lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, The Steeplechase and the other lot owners within the development shall have the right upon seven (7) days written notice to the offending lot owners, by certified mail, to remove the same at the expense of the lot owner which expenses shall, by affidavit, be certified to the county as a lien against said lot. Entrance onto such owner's lot for such purpose shall be deemed irrevocably licensed or permitted hereby and not deemed a trespass.
12. All matters herein requiring the approval of The Steeplechase by the terms of this instrument, shall be submitted to The Steeplechase in writing, accompanied by such specification, detail, and other documents in duplicate as are reasonably required by it to make a proper decision. In order to ensure that the homes and other building will have a uniform high standard of construction, The Steeplechase reserves the right to reject all such plans and specifications as aforesaid for any reasonable ground, including, but not limited to aesthetic reasons. The Steeplechase shall approve or disapprove such written submission or application for approval, in writing, within ten (10) days after its receipt of the same and failure by The Steeplechase to so act within said ten (10) day period shall constitute approval of the submitted plans. All plans submitted shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels and four (4) elevations. Elevations shall call out materials and colors specified. A copy of the approval shall be sent to the Village of Munroe falls, Ohio, prior to issuance of a building permit.
13. No garage shall be erected which is not connected to the main building. To meet the requirements that they be connected, the dwelling unit and garage

shall have not less than one (1) common wall. No carports shall be located on the premises, nor attached to the garage or house. All garages must be of sufficient size to house two automobiles (440 square feet minimum).

II. The following shall be prohibited:

- A. Drilling or operating oil or gas wells on land designated for single family lots.
- B. Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted uses by The Steeplechase, nor The Steeplechase's reservation within any area reserved for utility purposes, whether in the public and dedicated right of way, or lot utility easement areas, to install transmission lines for purposes of transportation of any oil, gas, or other constituent the extraction or removal of which is reserved herein.
- C. The keeping, raising, or harboring of more than one (1) domesticated dog, domesticated cat, or cattle, swine, fowl, livestock, and horses; provided, however, that nothing in this restriction shall prohibit the keeping of household pets, except as stated above and further excepting the above provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or disturbance.
- D. Temporary structures, boats, campers, recreational vehicles (RVs), or trailers of any kind (travel, camping, motor homes, etc.); provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any owner's home. Any recreational trailer or boat may be kept, provided it is kept in the garage out of sight.
- E. Temporary or permanent signs, billboards, or advertising devices of any kind except: signs not larger than six (6) square feet for offering homes for sales shall be permitted on the premises to be sold with the exception of an entrance sign and builder model home signs that shall identify developers and/or builders and the area. Furthermore, all signage shall meet the Village of Munroe Falls, Ohio, zoning regulations.
- F. Nuisance and noxious or offensive activities of any kind.
- G. Satellite TV dishes or radio towers.
- H. Any unlicensed and/or inoperable vehicle, regardless of value, located outside of the enclosed portion of the dwelling unit and garage.
- I. Any unattached storage buildings, outbuildings, accessory buildings, sheds, barns, etc.

III. General Provisions:

- A. All the lots and land in this subdivision are subject to all easements and rights of way or record and zoning ordinances. If an act is permitted, however, by local zoning, it does not mean that it is permissible in this subdivision. Nor does the fact that these restrictions do not prohibit an act assure compliance with the zoning code. The most restrictive of the two govern your conduct. Therefore, you must consult the zoning code, which changes from time to time, prior to proceeding with any regulated conduct. Violations of these restrictions may only be pursued by a lot owner or owners. The city or village cannot enforce them. However, either the city, village, or a lot owner can request enforcement of the zoning code.
- B. The Corporation reserves the right for themselves, their 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 filing, grading, or installation of drainage facilities and public sidewalks. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or thereafter.
- C. 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 an owner of any lot in this development as well and the Corporation, its successors, or assigns.
- D. All of the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2020, and shall be automatically extended beyond the 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.
- E. Invalidation or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.
- F. In the event of a violation of any of the restrictions herein contained The Steeplechase reserves unto themselves, their successors or assigns, for so long as The Steeplechase owns any part of the premises, the right (but not the duty) to enforce said restrictions by appropriate legal action against any person or persons who violate or attempt to threaten to violate said restrictions; or to enter upon the property where such violation exists and summarily abate and remove, at the expense of the owner thereof, any structure, use or condition that may be or exist thereon contrary to these restrictions. The Steeplechase shall not be deemed guilty of trespassing for such entry, abatement, or removal. Failure of The Steeplechase

to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal or neglect of The Steeplechase to enforce said restrictions or to prevent violations thereof shall in no event make The Steeplechase liable for such failure, refusal, or neglect to any third person or persons.

- G. The Steeplechase reserves the right to transfer its rights in these covenants to a homeowners' association made up of the owners of the lots in this development by an agreement to be drawn and entered into between the parties at the time that all lots are sold.
- H. It is hereby expressly understood that a five (5) foot wide easement on each side and rear of each lot and a ten (10) foot wide easement at the front of each lot which shall be used for installing, operating, maintaining, and servicing lines, cables, and conduits for the Ohio Edison Company, the Ohio Bell Telephone Company, and cable-vision franchise and other public utilities, shall be imposed, excepting, however, along the exterior boundaries of this allotment, in which case they shall be ten (10) feet in width. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such as lines, cables, conduits, transformers, sanitary sewers, storm inlets, storm sewers, grass-lined swales, manholes, water mains, etc.
- I. Buyers will have the lot landscaped within six (6) months after each buyer has taken possession of his home, except homes occupied between May 1 and October 1, in which case the landscaping shall take place within sixty (60) days after occupancy.
- J. All public sidewalks, driveways and driveway approach aprons shall be paved with concrete within one year after construction starts, but the cost of paving must be included in the original contract.
- K. Exterior wall treatments shall be brick to grade on front and side elevations, except corner lots, which must have all elevations to grade with brick.
- L. All fireplaces shall be constructed of masonry material (except the fire boxes which can be a pre-assembled metal unit).
- M. All of the restrictions above shall apply to all land within the platted area of this plat.
- N. As used in this declaration and when required by the context, each number (singular or plural) shall include all numbers and each gender (masculine, feminine, or neuter) shall include all genders.

- O. The terms, covenants, conditions, and restrictions of this declaration shall create perpetual, mutual, and reciprocal benefits and servitudes upon the property, running with the land. The terms, covenants, conditions, and restrictions of this declaration shall be binding upon anyone having any right, title or interest in a lot or any part thereof and shall inure to the benefit of the developer, the association, and each owner.
- P. "Block 'A' is reserved for The Steeplechase Homeowners Association's use for open space, tot lot, recreation, park, and/or public street purposes, (if 65% of The Steeplechase lot owners petition the Village for public street opening) in perpetuity."
- Q. "Block 'B' shall be reserved to 'The Edward Barr Corporation' for purposes of conveying the same to The Steeplechase Homeowners Association, Inc. when, as, and if it is formed, for its perpetual use, care and maintenance by The Association as open space, or for such other recreational or common area use as it may, in its sole discretion, elect; provided, however, that no permanent shelters, buildings, or improvements, structure or structures shall be constructed on the premises without the express written consent of three-fourths (3/4) of the then members of The Homeowners Association." Block 'B' shall also be used for storm water detention and shall be properly operated and maintained by the Village of Munroe Falls. The Village of Munroe Falls is hereby granted a perpetual easement to enter Block 'B' for such maintenance, repair or replacement deemed necessary by the Village.
- R. The owners of lots 1, 2, 6, 7 and 8 shall, as to all other lot owners, have exclusive use and enjoyment of the lake to the rear of their lots; provided, however, as between themselves, the right to use and enjoyment shall be non-exclusive.

In addition to access available to the lake from each of their lots, the owners shall have access to a non-exclusive ten (10) foot common area ingress, egress, and access easement around the lake water around its perimeter, including the right to construct one (1) dock therein.

The lake lot owners shall be responsible to keep said lake and surrounding areas neat, clean, free from trash and debris, mowed, maintained, treated for lake weeds and lily pads, and free from nuisance. Each lot owner shall bear one-fifth (1/5) of the total annual cost thereof, upon invoice, including, but not limited to, all mutually agreed upon expenses of installing and/or maintaining common recreational facilities, improvements, chemicals, weed control, liability insurance, and other such necessary expenses.

Liability for the lake and care, custody, control, and supervision of the lake and its use shall, upon sale, pass solely to the above-described lot owners and any and all

liability for its use and maintenance in The Steeplechase shall cease upon its deeded transfer to said lot owners.

No lot owner in the subdivision, except lots 1, 2, 6, 7 and 8 shall be required to maintain, assist in the maintenance of, the cost of the maintenance of, or assume any liability for the lake referred to herein.