

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":

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| 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. | |

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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

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 not 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

- 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