

RESTRICTIONS

WHEREAS Hewitt-Boggs Co. hereinafter called “Developer”. Is the owner Of land in Stow, Summit County, Ohio which it intends to develop into a single family residential community.

WHEREAS, Developer deems it necessary for the efficient preservation of the values, aesthetic harmony, and amenities of said community, to impose and provide restrictions covenants, easements and limitations upon the land in said King’s Mill Allotment (Phase III).

NOW, THEREFORE, the following restrictions, limitations, covenants and requirements are hereby imposed upon said subdivision by Developer which shall be covenants running with the land, binding upon and insuring to the benefit of the Developer and the respective grantees their respective successors, purchasers, heirs, executors, administrators, and assigns:

PLAT RESTRICTIONS

- A. Single Family Dwellings shall meet the following requirements
1. Type Single family dwelling may be a one story, a two story a split level, or cape cod design.
 - (a) 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 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
 - (c) A split level dwelling is a structure, the living area of which is one, two or more levels connected by a stairway, constructed with or without a basement
 - (d) A 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. Window penetration are made by the use of dormers.
 2. Living Area; The living are of any dwelling shall be not less Than the square footage hereinafter set forth. “Living Area” Shall not include garages, attics, basements, breezeways, Utility rooms, patios, or any enclosed area not heated for Year-round living. That portion of the basement which is exposed at ground level due to a sloping lot completed to a living area with full windows and doors may count for up to

3. Rear Yards:
 - (a) No building may be erected on any lot nearer than thirty (30) feet to the rear lot line.
 - (b) Each lot owner is responsible for the stability and protection of his/her house foundation. Special provisions may be necessary in fill areas and/or on sloping lots.
4. Driveways: All driveways shall be paved with concrete.

PROHIBITED ACTIVITIES

The following uses and activities shall be prohibited:

1. Industrial or manufacturing uses of any kind;
2. Commercial agricultural uses;
3. Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
4. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals, or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or activity prohibited by law.
5. Temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other out buildings of any kind; provided, however, that this restriction shall not prohibit trailers and temporary structures use in the connection with the development of the property.
6. Erection or maintenance of any signs, bill boards or advertising devices of any kind except (a) signs not larger than eight (8) 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 (8) square feet and only during construction (one per lot). Nothing herein contained shall limit Developers right to place an entry sign to the Development. The size and design of said sign shall be within the sole discretion of Developer and subject to Section 153.155 of the Codified Ordinance of the City of Stow.

7. Nuisances and noxious or offensive activities of any kind.
8. Storage of mobile homes, trailer, commercial trucks and trailers, machinery, equipment, boats and unworking vehicles, unless such is not in view from any street or adjacent residences. Nothing herein contained shall limit use of trucks, trailers, or equipment during construction.
9. Hanging of laundry in the front portion of any lot.
10. No fences may be erected or placed or permitted on any lot boundary. Fences may be permitted if required for safety purposes due to unusual topography of the lot or for safety reasons around pool areas. In cases such as these, fences must be installed according to the zoning code and must be constructed for decorative & aesthetic value. Wire mesh type fences are strictly prohibited in all instances.
11. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.
12. Pools may be installed, if done so according to the zoning. Pools must be fenced for safety. Pool fences may be located no closer than 10 feet to property lines.
13. All garbage or trash containers, oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.
14. No unsightly growth 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.
15. No visible exterior TV antennas shall be permitted.
16. No motors of any kind shall be permitted on the lake,

EXCLUSIVE USE EASEMENTS

The 20' deep Exclusive Use Easement behind Lot 52, which extends into the lake, is provided for the lot owner to insure private used of the shoreline behind their lot. The location of the shoreline may not be changed and filling of any kind within the easement area is prohibited.

These areas are to be maintained by the individual lot owners in grass as if they were a part of their yards. No Structures of any kind may be constructed within the easement areas.

ADDITIONAL RESTRICTIONS

The following are additional restrictions, covenants and requirements imposed on each lot:

1. Developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to the grade of the lots on either side; having due regard for natural contours and drainage of the land. Grades and slopes must be approved by the Stow City Engineer.
2. Each Lot Owner is responsible for maintaining the drainage courses that are not within the drainage easements to the City of Stow.
3. The size, course and flow of streams shall not be altered or modified without the written approval of the governing authorities, including the City of Stow, Director of Public Service.
4. A post light is required ten (10) feet off the sidewalk and five (5) feet off the driveway. All post lights are to be throughout the allotment. The standard and make will be determined by the Developer and all post lights shall be equipped with photo electric cells.

SUBMITTALS AND APPROVALS

1. No buildings, or structures, or any additions thereto, shall be Placed or suffered to remain upon any lot unless and until the Size, location, type, shape, height, use material of construction thereof, the grading plan of the lot, including the grade elevations of said buildings and structures, a plot plan showing the proposed locations of said buildings or structures upon said premises, and the plans of said buildings or structures, shall have been approved in writing by Developer or Building and Grounds Review Board. No building or structures or any additions thereto or alterations Thereof except such as conform to said plans, specifications and details shall be erected, placed or suffered to remain on said premises.
2. At such time as all of the lots in the subdivision have been sold to Individuals or entities other than Developer, or an entity Controlled by Developer, or at such earlier time as Developer may elect, the right to approve all further construction or other items Contained herein shall shift from Developer to a Building & Grounds Review Board (Board) comprised of Three (3) lot Owners nominated and elected by the majority of the lot owners. The lot owners receiving the most votes to have a three (3) year term. The lot owner receiving the second most votes to have a two (2) year term and the lot owner receiving the third most votes to have a one (1) year term. Thereafter said board shall be comprised of said three (3) members or their successors. Nothing

herein contained shall be constructed as a diminution in Developers authority to make all reviews and approvals as Contemplated herein until the Board assumes said duties pursuant To the terms hereof.

3. All matters herein requiring the approval of the Developer or the Board by the terms of this instrument, shall be submitted to the Developer or Board in writing, accompanied by such Specifications, details and other documents as are reasonably Required by it to make proper decision. In order to insure that the homes and other buildings will have a uniform high standard of construction, and that the development will be comprised of high quality homes, Developer and Board reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. Developer and Board shall approve or disapprove such written submission or application for approval, in writing within thirty (30) days after its receipt of the same, and a failure by Developer or the Board to so act within said thirty (30) day Period shall constitute approval for the submitted plans.
4. It is understood that approval by the Developer or Building and Grounds Review Board shall not be considered approval of the City of Stow and such permits as may be necessary from the City Of Stow shall be required in addition to those required by the Developer Board.
5. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successors of such person or entity, who is or becomes an owner of any lot in this subdivision as well as Developer, his successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of this subdivision and the protection of all present and future owners of any part of the subdivision. Failure of Developer 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 Developer to enforce said restrictions or to prevent violations thereof shall in no event make Developer liable for such failure, refusal or neglect.
6. Developer or Owner reserve to themselves the right to relocate utility easements in accordance with the requirements of the City of Stow.

HOMEOWNERS ASSOCIATION

1. As lots are transferred from Developer, or entities owned or Controlled by Developer, all lot owners will become members of the King's Mill Homeowner's Association, which will be formed subsequent to the transfer of the first lot. Each lot owner is required to become a member of the Association pursuant to the terms hereof, shall participate fully in and become subject to all of the rules, regulations, assessments and contractual obligations of such association which may be enacted at any time hereafter.
2. Each member of the Homeowner's Association shall pay to said Association a minimum yearly maintenance assessment of one Hundred dollars (\$200.00), which assessment shall be used to Maintain the common areas within the development. The Homeowner's Association shall have the right to increase said yearly assessments as needed and collect said yearly assessment necessary for maintenance.
3. All open areas shall be owned by the Homeowner's Association And all expenses to maintain these spaces shall be divided equally among the homeowner members. The aesthetic easement shall be maintained by the Homeowner's Association.
4. The Homeowner's Association shall be responsible for maintaining the lake as a storm water retention facility as required by the City of Stow.
5. The Homeowner's Association has the right to improve the shoreline around the lake if needed and may enter upon Lot 52 And their easement area, provided the lot owner is given adequate Notification and disturbed areas are restored.

LIMITS MODIFICATIONS AND ENFORCEABILITY

1. Developer 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 majority of the then owners of the property within King's Mill agreeing to such amendment, change, cancellation or addition. The restrictions contained herein shall be deemed as covenants running with the land and not part of the property herein described and all persons claiming-under them; and 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.

2. Developer reserves the right for himself, his 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 dredging filling, grading or installation of damage facilities,. Entry onto said property for such purposes shall not be deemed trespass.