

Marsh Ridge Phase II Restrictions

Whereas Renner Development Company, LLC., et hereinafter called "Developer", are the owners of land in the City of Orrville, Wayne County, Ohio. Said land is further described on Exhibit A attached hereto and incorporated herein by this reference.

Whereas, developer deems it necessary for the efficient preservation of the values, aesthetic harmony, and amenities of said community and for the maintenance and preservation of any open spaces, to impose and provide restrictions, covenants, easements and limitations upon the land in said MARSH RIDGE II.

Now, therefore, the following restrictions, limitations, covenants and requirements are hereby imposed on said lots by Developer which shall be covenants running with the land, binding upon and inuring to the benefit of the Developer and the respective grantees for such property, their respective successors, purchasers, heirs, executors, administrators and assigns:

DEED RESTRICTIONS

Lots 3769-3779 shall be used exclusively for single family residence purposes , and only one such residence shall be permitted on each lot. There shall not be erected, placed or suffered to remain on said premises and building or structure whatever other than one private dwelling house designed and intended for the occupancy of one family only.

A. Single family dwellings shall meet the following requirements:

1. Type: Single family dwelling may be a one story or a two story design.
 - a. A one 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 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.
 - 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 dimension of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed in the second floor area.

- b. The minimum square footage for each of aforementioned designs, computed as above described, shall be designated by lot type.

Phase II Lots #3769-#3779

One Story: 1800 square feet

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Two Story or Story and a half: 2200 square feet with not less than 1100 square feet in the first floor area.

3. Garage: No garages, basement house, tent, trailer, shack, barn or other structure whatever other than the single dwelling house, erected in accordance with the conditions hereof, shall be used for temporary or permanent dwelling purposes on the lots hereby platted. The garage shall be an integral part of the dwelling house in design, plan and material. All garages must be a minimum dimension of 22 feet by 22 feet (outside dimensions). Any form of outbuilding must be approved by the Developer.
4. Entire foundation must be poured concrete foundation. No foundation may be concrete block, wood or otherwise.
5. No exposed concrete foundation shall be permitted on front or sides unless approved by Developer. All exposed concrete foundation on the dwelling or other structure must be faced with brick or stone.

LOT RESTRICTIONS

1. Side Building and Setback Line: Each building shall have a side building setback along each lot line. The least dimension of each said building setback line shall be not less than ten (10) feet. The dimension shall be measured perpendicular from the property line to the foundation, which includes fireplaces. NO shrubbery shall be closer than fifteen (15) feet to the street on corner lots.
2. Where two or more lots are acquired and used as a single building sites, the side lot shall refer only to the lines bordering on the adjoining property owner and/or street.
3. Front Yards: No building may be erected on any lot nearer than forty (40) feet to the front lot line.
4. Rear Yards: No building may be erected on any lot nearer than thirty-five (35) feet to the rear lot line.
5. All driveways shall be paved with concrete.
6. Sidewalks shall be constructed by the lot owner's within two months after constructions of their house or within two months after demand by the Developer.

PROHIBITED ACTIVITIES

The following uses and activities shall be prohibited:

1. Industrial or manufacturing uses of any kind;
2. Commercial agricultural uses;

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3. Mining or extraction of any minerals including the removal of sand or gravel, 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 mineral in connection with development of the property for permitted use.
4. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm 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.
6. Erection or maintenance of any signs, bill boards or advertising devices of any kind except (a) signs not larger than ten (10) square feet or 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 and only during construction (one per lot). Nothing hereon 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
7. Nuisances and noxious or offensive activities of any kind.
8. Storage of mobile homes, trailers, commercial trucks and trailers, machinery, equipment, boats and non-working vehicles, unless such is not in view from any street or adjacent residence. 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, exceeding the height of three (3) feet may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved, prior to installation, by the Developer or Board of Managers for decorative and 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. All site lighting, including security lighting shall be approved by the Developer prior to installation.
12. 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.
13. 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.
14. No Satellite dishes greater than 18 inches in diameter shall be permitted.

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ADDITIONAL RESTRICTIONS

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

1. No buildings, or structures, or any additions thereon or alterations, shall be laced or suffered to remain upon any lot unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme thereof, the gradings 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, specifications and details for said buildings or structures, or any additions hereto or altercations, thereof except such as conform to said plans, specifications and details shall be erected, altered, reconstructed, placed or suffered to remain on said premises. The Developer reserves the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons.
2. No exterior TV antennas shall be erected unless and until the size, location and height have been submitted to and approved by the Developer
3. 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 Developer and the written consent of said Developer has been obtained.
4. 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 a general plan wherein the established grade and slope of each lot, as the grade of the lots on either side, having due regard for natural contours and drainage of the land.
5. Prior to the removal of any trees or natural growth on any lot, each lot owner shall submit to the Developer or a site plan which specifies the area where trees and natural growth are to be removed in addition to the other information required hereunder. No removal, excavation or construction shall commence until said site plan in approved.
6. The lot owner shall install landscaping, valued at 2% of the cost of the house, from the front of the house to the right-of-way within one growing season from the date of completion of the house.

STORM WATER MANAGEMENT AND DRAINAGE EASEMENT

Any lots which have areas within the storm water management and drainage easement will be used for the conveyance and temporary storage of storm water. General maintenance and removal of debris and other blockage within the drainage and storm water management easement, so as to maintain the function of the original design as shown on the subdivision's construction plans filed with the City of Orrville, shall be the responsibility of the individual lot owners. All other major repairs

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including grading and sediment removal shall be the responsibility of Renner Development Company, LLC. The City of Orrville will assume responsibility for all major structures, which consist of sewer lines, catch basins and manholes.

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. The restrictions contained herein shall be deemed as covenants encumbering and running with the land.

Invalidation or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect the force and effect of the other provisions.

2. If by reason of the shape, dimension, or topography of any lot or for any other reason satisfactory to Developer, the enforcement of a provision of this Declaration would work a hardship, Developer may, in its sole discretion, allow a variance from such provisions, or may modify such provisions. Such modification or variance may only be granted by Developer if such variance or modification will not do material damage to any adjacent lot or property. Requests for modification or variance may only be granted by developer if such variance or modification will not do material damage to any adjacent lot or property. Requests for modifications or variances must be submitted to developer in writing with sufficient plans, specifications and evidence required or requested by the Developer to render such variance or modification. The granting of a variance or modification by the developer to one lot does not establish the right to a similar variance or modification as to any other lot. Construction or improvements shall not commence until written approval is granted by the Developer.
3. Developer reserves to himself and his successors and assigns, the right to petition for or grant future easements, rights of way for the construction, maintenance, extension and operation of all public utilities facilities in and upon all highways and streets, now and existing or hereafter established, upon which any portion of this subdivision which now or hereafter may front or abut. The owners of any and all lots of this subdivision agree to and do hereby consent to and affirm all such agreements that may be entered into between the Developer and the public utility companies and authorities.
4. 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 drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.
5. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successor of such person or entity, who is or becomes an owner of

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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. 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 reserves to themselves the right to relocate utility easements in accordance with the requirements of the Wayne County Engineer or the City of Orrville.