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*Hedgewood Falls
Garden Club
Pg. 3*

MEDINA COUNTY RECORDER
NANCY ABBOTT

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MEDINA COUNTY RECORDER
NANCY L. ABBOTT

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FIRST PAGE OF THIS DOCUMENT.)

**DECLARATION OF
RESTRICTIVE COVENANTS
RIDGEWOOD FALLS SUBDIVISION
PHASE I**

The undersigned, being the owner and developer of Lots 1 through 28 inclusive, and Blocks "A", "B", "C", & "D", in Ridgewood Falls Subdivision (hereinafter referred to as "Ridgewood Falls") known as being part of Montville Township Lots 85 & 88 in the Township of Montville, County of Medina and State of Ohio, a subdivision further described in Plat Book _____, Page _____, of the Montville County, Ohio, Plat Records, does hereby establish the following restrictive covenants as covenants running with the land covering all of the lots and blocks 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 of the present and future owners of property in Ridgewood Falls Subdivision, and for the benefit of Montville Township.

ARTICLE I
Architectural & Land Use Restrictions

1. No lot or any part thereof shall be used for other than single family private, residential purposes. 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.

2. Any dwelling or outbuilding erected in Ridgewood Falls Subdivision shall adhere to and comply with the following requirements:

a. The living area of any dwelling constructed shall not be less than 1300 square feet of space. Living area includes only finished and heated space exclusive of garages, attics, basements or patios.

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.

c. 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 and grade thereof, have been submitted in writing and are approved in writing by an authorized employee or agent of the undersigned.

d. The lot owners, except the undersigned, 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.

e. 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, or shack shall be permitted on any lot at any time. No tent, basement, garage or partially completed dwelling house shall be occupied as a residence, either temporarily or permanently.

3. No building of any kind shall ever be moved on said lot. However, a structure not greater than eight (8) feet in width, ten (10) feet in length, and eight (8) feet in height is permitted when used exclusively for storage of gardening, lawn care, or household maintenance tools and equipment, or personal household goods provided such a structure is constructed of natural wood products and is of earlthone colors, and is located in the rear yard of the lot, and is not located closer than three (3) feet to any property boundary line.

4. Motor homes, campers, travel trailers, 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.

5. No fence or railing, including hedge or shrubbery fence, shall be built or permitted on said property in the front or side yards of any dwelling the height of which exceeds forty (40) inches; no such fence shall be built or permitted in the rear yard of any dwelling the height of which exceeds six (6) feet. No fence shall be of wire or chain link construction.

6. No intoxicating liquors of any kind or character shall ever be manufactured, sold or permitted to be sold on said property.

7. No excavation for the purpose of securing sand or gravel shall be greater than necessary for buildings to be located thereon.

8. No mail box or newspaper delivery receptacle shall be erected or maintained on the premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned.

9. No commercial or industrial vehicles, such as, but not limited to, moving vans, trucks (other than light-duty pickup trucks), tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be parked upon said premises, except as necessary to the performance of work in constructing, repairing or servicing the dwelling house on the premises or its appurtenances, but in no event more than a twelve (12) hour period of time.

10. 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. 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.

11. Sideyard and set back variances, at the request of Montville Township, are not permitted.

12. Outside dish type satellite television reception devices are not permitted in the allotment unless such device is less than twenty-four inches (24") in diameter and is concealed so as to be not visible from the street and adjoining lots. 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.

ARTICLE II

Formation of Homeowners Association

1. It shall be the responsibility of the developer to initiate and complete the formation of the Ridgewood Falls Garden Club, Inc. (hereinafter the "Association") to serve as the neighborhood association for Ridgewood Falls. Said Association shall be formed within thirty (30) days of the date of the filing of the plat for Ridgewood Falls with the Medina County Recorder.

2. Each Owner in Ridgewood Falls Subdivision, which subdivision includes Ridgewood Falls Condominiums, upon acquisition of title to a lot, shall be a member of **Ridgewood Falls Garden Club, Inc.**, hereinafter sometimes referred to as the "Association". In addition, owners of units in Ridgewood Falls Condominium shall be members of the Association. Such membership shall terminate upon the sale or other disposition by such member of his lot or unit, at which time the new owner of such lot or unit shall become a member of the Association.

3. The owner(s) of each lot and each condominium unit within Ridgewood Falls is hereby obligated to pay an annual assessment for the cost of utilities, insurance, maintenance, repairs and other costs for the care of common areas (as defined in Article III, Section I) owned by the Association.

ARTICLE III

Purpose

The Association shall be formed for the following purposes:

1. To accept ownership of certain real estate including Blocks "B", "C" and "D" as shown on the plat for Ridgewood Falls Subdivision and other common green space areas in future phases of Ridgewood Falls Subdivision (hereinafter "common areas").

2. To maintain such common areas for the use and benefit of the members of the Association, and further to provide for the perpetual maintenance of all landscaping, entrance plantings, subdivision signs, fences, and the functional and aesthetic maintenance of the retention basin.

3. To represent and promote the welfare of the residents of Ridgewood Falls as aforesaid generally; and to satisfy the requirements of Montville Township Zoning Regulations.

ARTICLE IV
Guarantee of Green Space Existence

1. This instrument shall constitute a guarantee that Blocks "B", "C" and "D" as herein described and any common areas in future phases of Ridgewood Falls Subdivision as such area are defined by the Montville Township Zoning Regulations, shall remain as such.

2. The undersigned agrees to transfer title to the above described Blocks to the Association within thirty (30) days of the formation of such corporation and the recording of the plat of Ridgewood Falls Subdivision Phase I.

3. Common areas shall be under the care and control of the Association which along with its members shall be responsible for the cost of maintenance. In addition, certain lot owners may be liable for maintenance of certain common areas adjacent to their lot where such liability is enumerated in the By-Laws of the Association.

4. Montville Township and other appropriate governmental agencies (hereinafter referred to as "governments") shall have the right of entrance onto common areas for emergency purposes. In addition, such governments shall have the right after proper legal written notice to enter upon the common areas for the purpose of performing maintenance in the event the Association and its members fail to perform such maintenance. The cost of any maintenance performed by the governments may be levied as a lien against the Association and the property (located in Ridgewood Falls Subdivision) of Association members.

5. Governments are granted a right to impose liens against the Association and against property owners for all costs incurred by governments to perform maintenance upon the common areas. As to property owners, the right of lien granted to governments shall be the same right to assess and lien each property owner for his/her proportionate share of such common area maintenance as provided in Article II above.

6. The Association may not be dissolved at any time until a successor entity is established to fulfill the obligations and functions of the Association.

ARTICLE V
General Provisions

1. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Montville Township is an interested beneficiary to these provisions and has the right to enforce said restrictions.

2. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

3. 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 subdivision. No other amendment, change, cancellation or addition shall be made unless an appropriate instrument signed by the majority of the then owners of the property has been recorded, agreeing to such amendment, change, cancellation or addition. In no event shall any change to these restrictive covenants cancel, diminish, or lessen the obligation of lot and unit owners to maintain common areas and to pay the cost of such maintenance.

4. Grantees of units in Ridgewood Falls Condominiums are hereby notified, and by acceptance of a deed to a unit thereby acknowledge, that (he, she, they) understand that the premises described herein is located upon a nondedicated right-of-way. And further, the grantee(s) understand that no government body is responsible for care and maintenance of said right-of-way.

IN WITNESS WHEREOF, this Declaration of Covenants is signed on the 8th day of April, 1998.

Witness:

THE DREES CO.

Leslie J. Ellis
Leslie J. Ellis

By: H. B. Steining
Hank Steining
Vice-President/Division Manager

Mary M. Bohus
Mary M. Bohus

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county, personally appeared the above named The Drees Co., by Hank Steining, Vice-President/Division Manager, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this 8th day of April, 1998.

Mary M. Bohus
Notary Public

This Instrument prepared by:
The Drees Co.
7300 Whipple Ave., N. W., Suite #6
North Canton, Ohio 44720



MARY M. BOHUS
Notary Public, State of Ohio
My Commission Expires 12-17-02
Recorded in Stark County

Except as specifically amended hereinabove, all of the provisions of the Restrictive Covenants for Ridgewood Falls Subdivision Phase I and II shall be and hereby are declared to remain in full force and effect.

IN WITNESS WHEREOF, The Drees Company, acting in its capacity as Developer, has caused this instrument to be executed on September ~~21st~~^{24th}, 2002.

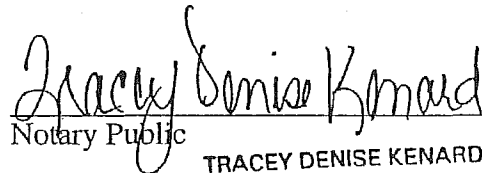
The Drees Co.

By: 
Hank Steining, Vice President

STATE OF OHIO)
) SS:
STARK COUNTY)

Before me, a Notary Public, in and for said County and State personally appeared the above named The Drees Company, a Kentucky Corporation, by Hank Steining, its Vice-President, who acknowledges that he did sign the foregoing instrument on behalf of said Corporation and that the same is its free act and deed, and the free act and deed of him personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this ~~21st~~^{24th} day of September, 2002.


Notary Public
TRACEY DENISE KENARD
Notary Public, State of Ohio
My Commission Expires Feb. 1, 2006

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**AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS
FOR RIDGEWOOD FALLS SUBDIVISION
PHASE II**

WHEREAS, the undersigned, The Dracs Company, a Kentucky Corporation (hereinafter referred to as "Developer"), being the Developer of Lots 29-48 inclusive, and Blocks "E", "F", & "G" of Ridgewood Falls Subdivision Phase II (hereinafter collectively referred to as "Ridgewood Falls Phase II") and situated in the Township of Montville, County of Medina and State of Ohio and being known as and part of Montville Township Lots 85 & 88, a subdivision further described in Plat Book 2002000114 of the Montville County, Ohio Plat Records; and

WHEREAS, the Developer established Restrictive Covenants Ridgewood Falls Subdivision Phase II which are identical to Phase I and recorded in the Medina County Recorder's office as Document Number 621316, 374 and are specifically incorporated by reference herein. Said Covenants run with the land and encumber all of the lots in Ridgewood Falls Subdivision Phase II for the mutual benefit of any grantee and grantor, their heirs, successors and assigns and for the benefit and protection of all of the present and future owners of property in Ridgewood Falls Subdivision Phase II and for the benefit of Montville Township, Medina County, Ohio; and

WHEREAS, the Developer now desires to amend Article I, Section 8 of the Restrictive Covenants for Ridgewood Falls Subdivision Phase II.

NOW, THEREFORE, Developer declares, in accordance with Article V, Section 4, of the Restrictive Covenants for Ridgewood Falls Subdivision Phase I and II, that the Restrictive Covenants for Ridgewood Falls Subdivision Phase II are hereby amended as follows:

Developer hereby amends Article I entitled "Architectural & Land Use Restriction, Section 8 to read as follows:

8. No mail box or newspaper delivery receptacle shall be erected or maintained on the Premises until the style, color, and supporting post have been approved by an authorized employee or agent of the undersigned. Any mailbox erected in the public right of way shall be of semi-permanent, breakaway construction and shall not be of permanent construction and shall be subject to all United States of America postal authority, rules and regulations.

43451-1

43451-3

Block 6	031-11B-11-130
Block 7	031-11B-11-130
Block 8	031-11B-15-139
S/L 48	120-91-11B-11-130
S/L 47	020-91-11B-11-130
S/L 46	610-91-11B-11-139
S/L 45	810-91-11B-11-130
S/L 44	710-91-11B-11-130
S/L 43	910-91-11B-11-130
S/L 42	510-91-11B-11-130
S/L 41	031-11B-11-130
S/L 40	031-11B-11-130
S/L 39	210-91-11B-11-130
S/L 38	110-91-11B-11-130
S/L 37	031-11B-11-130
S/L 36	850-11B-11-130
S/L 35	031-11B-15-139
S/L 34	950-11B-15-139
S/L 33	031-11B-15-139
S/L 32	750-11B-15-139
S/L 31	031-11B-15-139
S/L 30	031-11B-21-170
S/L 29	031-11B-21-170
S/L	AAA

Situated in the Township of Montville, County of Road:

DECLARATION OF RESTRICTIVE COVENANTS
FOR RIDGEWOOD FALLS SUBDIVISION

PHASE II

The undersigned, The Drees Company, a Kentucky Corporation (hereinafter referred to as "Developer"), being the Developer of Ridgewood Falls Subdivision Phase I and being the Owner and Developer of Lots 29-48 inclusive and Blocks E, F, and G of Ridgewood Falls Subdivision Phase II (hereinafter collectively referred to as "Ridgewood Falls Phase II") and further described as follows:

Situated in the Township of Montville, County of Medina and State of Ohio and known as Lots 29-48 inclusive and Blocks E, F, and G of Ridgewood Falls Subdivision Phase II known as and being a part of Montville Township Lot 88 in the Township of Montville, County of Medina and State of Ohio and further described in Plat Book 2002PL000114 of the Medina County, Ohio, Plat Records.

does hereby establish Restrictive Covenants for Ridgewood Falls Subdivision Phase II which are identical to the Restrictive Covenants for Ridgewood Falls Subdivision Phase I recorded in the Medina County Recorders office at Volume 1316 page 374 and later re-recorded at Medina County recorders office as Document Number 1999OR037069 and which are specifically incorporated by reference herein. Said Covenants shall run with the land and encumber all of the lots in Ridgwood Falls Phase II for the mutual benefit of any grantee and grantor, their heirs, successors and assigns and for the benefit and protection of all of the present and future owners of property in Ridgewood Falls Subdivision Phase I and II and for the benefit of Montville Township, Medina County, Ohio.

These Reservations, Covenants, Restrictions and Conditions of Ridgewood Falls Subdivision Phase II have been duly signed, acknowledged and delivered this 24th day of September, 2002.

The Drees Co.

By: Hank Steining
Hank Steining, Vice President

STATE OF OHIO)
) SS:
STARK COUNTY)

Before me, a Notary Public, in and for said County and State personally appeared the above named The Drees Company, a Kentucky Corporation, by Hank Steining, its Vice-President, who acknowledges that he did sign the foregoing instrument on behalf of said Corporation and that the same is its free act and deed, and the free act and deed of him personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 24th day of September, 2002.

Tracey Denise Kenard
Notary Public

TRACEY DENISE KENARD
Notary Public, State of Ohio
My Commission Expires Feb. 1, 2006