

MEDINA COUNTY RECORDER

NANCY ABBOTT

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MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE  
FIRST PAGE OF THIS DOCUMENT.)

**AUTUMN RIDGE SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions made this 4th day of October, 2002 by Arrowhead Farms of Montville, Inc an Ohio Corporation, referred to hereinafter as the Developer;

Whereas the Developer is the owner of Autumn Ridge Subdivision recorded in Official Record Book 2002PLO00135 Page \_\_\_\_\_, Medina County Map Records, which contains residential lots described as 1 through 20 and as further attached hereto as Exhibit "A";

Whereas the Developer intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners

Developer now declares that the real property described in Exhibit "A" shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions set forth below expressly and exclusively for the use and benefit of the property and of every person who now or in the future owns any portion or portions of the real property.

- 1) Only single family residential houses may be constructed on the lots in the subdivision, and only one house may be constructed on each lot.
- 2) No lot in the subdivision may be subdivided without the consent of the developer or its assignee.
- 3) All outbuildings, fences or other outside structures must be approved by developer or its assignee.
- 4) Three combinations of minimum square footage requirements apply. The heated above finished grade living area of the dwelling shall be calculated exclusive of open porches, screened or enclosed porches, garages, basements or walk out basement areas

Ranch	1,600 sf
Split	1,800 sf
Cape	1,800 sf
Colonial	2,000 sf

- 5) Each house shall have, at a minimum, a two car attached garage, and at a maximum, a four car attached garage.
- 6) All central heating systems for dwellings and outbuildings shall be fired by natural gas or electric fuel. Bottled gas or propane fuel will not be permitted.
- 7) No plumbing stacks visible from front elevation are permitted.
- 8) The yard area between the rear building line of the house extended (i.e., the side and front yard areas) must be landscaped with grass within twelve months of completed construction except wetland designated areas.
- 9) No outside storage of boats, recreational vehicles or motor homes, is permitted on any lot, including the driveway, for a duration exceeding seven days. No semi cabs or trailers, commercial vehicles of any type, farm vehicles or other large equipment shall be permitted to be parked on any lot, including the driveway, for a duration exceeding two days. Automobiles or trucks may not be parked off the driveway area for a time period exceeding two days
- 10) No mobile homes, trailers, boats or other types of recreational vehicles shall be stored on a lot unless they are housed in a permanent four sided structure
- 11) All utilities shall be installed and maintained underground for all residences and outbuildings.
- 12) No ham, or antennae towers may be placed on any lot in this subdivision. Satellite dishes are permitted as long as the width of the dish does not exceed three feet in diameter
- 13) No temporary residence or trailer of any character, excepting temporary construction trailers permitted by the developer or its assignee, shall be placed on any lot in the subdivision
- 14) No advertising sign or advertising device, other than a sign of standard size for use in advertising the sale or rent of the property shall be placed on any lot in the subdivision All signs shall be removed promptly when the property has been rented or sold.

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15) No oil or gas wells, derricks, tanks, mineral excavations or shafts are permitted on any lot in the subdivision except those existing at the time the subdivision is platted.

16) No lot in the subdivision shall be used for the housing or pasturage of poultry or livestock of any description whatsoever, or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No bee keeping/raising operations will be permitted. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose

17) The responsibility for removal of debris or other blockage from streams, creeks, or other bodies of water in the subdivision and the maintenance of banks of said streams, creeks, or other bodies of water, is the responsibility of each respective lot owner whose lot contains or is bounded by that portion of the stream, creek, or other bodies of water.

18) Plans showing the elevations and location of any house, barn, outbuilding, fence, etc must be approved and initialed by the developer or its assignee prior to obtaining any permits for construction, and prior to any construction starting. The plans shall be submitted in duplicate, one set to be retained by the developer or its assignee if approved. Approval of the above will not be unreasonably withheld. However, disapproval of same by the developer or its assignee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the developer or its assignee, shall be deemed sufficient. Any dispute or question as to what represents a permitted or non-permitted use, shall be settled in favor of the developer or its assignee. It is the desire of the developer to create a neighborhood of harmonious designs

19) Mineral rights do not pass with the title to any lot in the subdivision

20) Any owner of a lot containing a jurisdictional wetland shall abide by the rules and regulations of the Army Corp. of Engineers or any other governing body with authority over wetlands

21) These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded After thirty years these covenants shall be automatically extended for successive periods of ten years unless the then owners of a majority of the lots sign and record an instrument revoking or altering these covenants in whole or in part.

22) Invalidation of any one of these covenants or any portion of one of these covenants by judgment or court order shall in no way affect other provisions, which shall remain in full force and effect.

Executed this ~~24~~ day of October, 2002.

4th

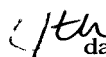
Arrowhead Farms of Montville, Inc

  
by. Lee Skidmore, President

  
by. Jeff Fisk, Treasurer

State of Ohio, County of Medina, ss

Before me, a Notary Public, in and for said County and State, personally appeared the above named Lee Skidmore, President and Jeff Fisk, Treasurer who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed on behalf of the said Corporation.

 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio this day of October, 2002

  
NOTARY PUBLIC

Prepared by  
Lee Skidmore, Esq.



KATHLEEN SZUHLY  
Notary Public, State of Ohio  
My Commission Expires  
Jan. 23, 2004

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## Exhibit "A"

Situated in the Township of Montville, County of Medina and State of Ohio known as being Sublot No. 1 thru Sublot No. 20 in the Autumn Ridge Subdivision of Arrowhead Farms of Montville, Inc., part of Montville Township Lots 20 and 33 as shown in Plat Document 2002PL000135 of Medina County Records.

- Sublot 1 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-001
- Sublot 2 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-002
- Sublot 3 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-003
- Sublot 4 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-004
- Sublot 5 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-005
- Sublot 6 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-006
- Sublot 7 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-007
- Sublot 8 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-008
- Sublot 9 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-009
- Sublot 10 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-010
- Sublot 11 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-011
- Sublot 12 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-012
- Sublot 13 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-013
- Sublot 14 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-014
- Sublot 15 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-015
- Sublot 16 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-016
- Sublot 17 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-017
- Sublot 18 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-018
- Sublot 19 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-019
- Sublot 20 Autumn Ridge Subdivision, Montville Township, Ohio - PP# 030-11C-13-020

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