

BUILDING AND DEVELOPMENT RESTRICTIONS FOR THE RESERVE AT
WALDEN POND

Except for Block “H” or as otherwise specified herein, each and every subplot in the Reserve at Walden Pond subdivision located in the Township of Hinckley, and the County of Medina, shall be conveyed subject to the following restrictive covenants:

1. RESIDENTIAL USE: Only one residential building shall be erected per lot. The dwelling shall be restricted to the use of a single family, their household servants and guests. No lot shall be further subdivided without the written agreement of the owner of the subdivision.
2. NO TRADE, BUSINESS, PROFESSION, ETC.: No trade, business, profession or other type of commercial activity that is evident to the neighboring sublots or the general public shall be permitted except for the developer conducting such activities as are necessary for the completion of the development or contractors in the building and subsequent repair or maintenance of any dwelling or improvement.
3. NO ANIMALS: No animals with the exception of domestic dogs, cats and other household pets, shall be permitted on the land of this subdivision. No such domestic pet shall be permitted to run at large. No animal of any kind shall be kept, harbored, used or bred on any subplot for commercial purposes or in connection with any business, trade or profession.
4. LAWN AND LANDSCAPING: Said landscaping shall be completed in a reasonable time after occupancy, not to exceed nine months. No fences, walls, entranceways or structures of any kind shall be built within the road right-of-way or without the required prior approval of the Architectural Review Committee (“ARC”). Each owner shall install a mailbox in accordance with the design provided by the ARC of the subdivision. No portion of any subplot between the street and the dwelling setback line shall be developed and maintained in any manner other than as a lawn or kept in its natural state; nothing herein contained, however, shall be construed as preventing the use of this area for walks, driveways, the planting of trees and shrubbery, the growing of flowers or ornamental plants for the purposes of beautifying said premises, but no vegetable or food crops shall be grown upon such portion of the subplot. No recreational facilities shall be erected in front of the building on any sublots, e.g.. basketball hoops, playground equipment, etc.
5. BUILDINGS: In order to insure that the homes in this subdivision will preserve a uniformly high standard of construction; no building or other structure shall be erected, placed or remain on any building lot in this subdivision until a set of plans of the working drawings and specifications, including a plot plan showing

the location of the buildings, structures, walls, fences, driveways, poles, property lines and setbacks, is submitted to and approved by the ARC. Refusal of approval of the plans, specifications and location may be based on any grounds, including a purely aesthetic grounds which in the sole and uncontrolled discretion of the owner of the subdivision or the ARC shall be deemed sufficient.

From the time of purchase, all lot owners must obtain a building permit for a dwelling, within twenty four (24) months of the closing date for the subplot, with construction being completed within 12 months of commencement. Building permits cannot be granted without the owner of the subdivision or the ARC's written approval.

6. **THE RESIDENCE:** Except for Lot number 1, all dwellings must adhere to the following specifications:
 - a. All buildings shall have all exposed exterior walls below the first floor elevation covered with brick or stone.
 - b. Garages shall be affixed to their respective dwelling, with space for parking of not less than two (2) cars, with the doors opening to the of the dwelling. An additional one car garage, with the door facing the street may be built, provided that it is affixed to the dwelling and location no closer to the road than the farthest point that the side loaded attached garage is from the street.
 - c. All dwellings must have a basement, with overhead clearance of at least 7 feet.
 - d. The minimum allowable pitch of any main roof line shall be 7/12.
 - e. The exterior of the front elevation of the dwelling shall be at the minimum 75% natural brick, stone, cultured stone, cement board, wood or vinyl, shake or any other material approved in advance by the owner of the subdivision or the ARC.
 - f. All mailboxes in this subdivision shall be of the same color and design with the address numbers affixed and visible. The owner of this subdivision or its agent will approve such mailbox design.
 - g. Electric lamp posts of uniform design and location is required near the entrance of each driveway.
 - h. Minimum square feet for all dwellings (not including basement, porches, patios or garage), shall be 2800 sq. ft. for a dwelling with two full floors of living space, 2600 sq. ft. for a one and a half story dwelling, and 2400 sq. ft. for a single story dwelling.
 - i. Minimum setback for all dwellings shall be: Front – 50 feet from the road right-of-way; Side – 30 feet from a dwelling on an adjoining subplot, not closer than 10 feet to the sideline of an adjoining subplot. Unless both adjoining sublots have been built upon, the total minimum side yards for a subplot shall be 30 feet.
 - j. No above ground swimming pools shall be permitted.

7. OTHER BUILDINGS: Other accessory buildings, storage sheds or play houses that are erected or placed on the subplot, must conform to a design provided by the owner of the subdivision or the ARC.
8. MAINTENANCE: Each owner shall keep his subplot and any buildings, grass or landscaping thereon in good condition and repair, sightly and pleasing so as to maintain the value of the sublots.
9. VEHICLES AND EQUIPMENT MUST BE ENCLOSED: No vehicles or equipment, including but not limited to cars, trucks, boats, motor homes, farm implements or recreational vehicles shall be stored on the property for a period of over seven days, unless they are housed inside a permanent structure.
10. TRASH AND CONTAINERS: All trash or rubbish must be stored in containers manufactured for such purpose. Said trash or rubbish containers shall not be stored in front of the building line or exposed to the street, except after 7:00 P.M. of the day preceding the regularly scheduled trash collection.
11. UTILITIES: All utilities to dwelling or other structures will be run underground.
12. SATELLITE DISH: No satellite dish over 24 inches in diameter, shall be permitted on any lot herein.
13. DRIVEWAYS: All driveways shall be paved with concrete or brick, within 12 months of the owner taking possession of the dwelling.
14. WAIVER OF RESTRICTIONS: The failure of the owner to enforce any building restrictions, covenants, or conditions, shall in no way be deemed a waiver of the right to enforce these rules thereafter.
15. REMEDIES FOR VIOLATIONS: Violation or breach of any condition, restriction, or covenant herein contained by any person or entity, claiming under the owner, or by virtue of any judicial proceeding shall give the owner of any individual subplot, through the Owner's Association, or owner of said subdivision, in addition to all other remedies, the right to proceed at law or in restrictions or covenants, and to prevent the violation or breach of any of them. In addition to the foregoing, the owner or individual subplot owner through the Owner's Association, shall have the right, whenever there shall have been built on any subplot any structure or condition which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the violator owner. Any such entry and abatement or removal shall not be deemed a trespass. No delay or omission on the part of the owner of the subdivision or the owners of the other lots in exercising any rights, power or remedy herein provided in the event of such breach of these Restrictions shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be

brought or maintained by anyone whatsoever against the subdivision owner for or on account of its failure to bring any action for any breach of these Restrictions or for imposing restrictions which may be unenforceable.

16. INVALIDITY CLAUSE: Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.
17. BUILDING CONTRACTORS: The owner of this subdivision reserves the right to approve those building contractors who will be allowed to construct homes in this subdivision.
18. MODIFICATION: The owner reserves the right to make minor variances to specifications found herein if, in its opinion, the intent of that particular section is maintained. After seven (7) years from the recording of this document, these restrictions can be modified by a two-thirds (2/3) majority of lot owners in the subdivision.
19. CONFLICT OF RESTRICTIONS: In the event that these restrictions conflict with the specifications set by the Township of Hinckley, the more stringent specification will prevail.
20. HOMEOWNERS ASSOCIATION: A Walden of Hinckley Owners Association will be formed and every owner of a subplot shall be a member of the Association. Membership shall be appurtenant, and may not be separated from ownership of any lot. The transfer of a lot shall automatically transfer membership to the transferee. Members shall have all rights, and obligations as are set forth in these restrictions and the Articles and Bylaws adopted by the Association.
21. DRAINAGE SYSTEM: No owner of a subplot shall cause or permit the blockage of any natural drainage courses or swales or change the grade of any subplot or any part thereof.
22. GOVERNMENTAL REGULATION: All lot owners and builders must abide by all governmental agency regulations, including, but not limited to, providing the Ohio EPA with a Notice of Intent (NOI) prior to the construction, and securing an individual Storm Water Permit for their respective subplot.