

Stonegate Plat Restrictions*

For the benefit of each and every owner of lots herein, jointly and severally, the lots in this allotment, and the ownership thereof, shall be subject to the following conditions, reservations, and restrictions which are hereby made covenants running with the land and shall be binding on each and every owner of lots herein, and the owners heirs, successors, and assigns.

If any owner of any lot(s) herein shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) or entity (ies) owning any other lot(s) herein to prosecute any proceedings at law or in equity against the person (s) or entity (ies) violating or attempting to violate any covenant (s) herein and either to prevent such person (s) or entity (ies) from doing so, or to recover damages for such violations.

1. Each and every lot shall be limited to single-family residence purposes only, and accessory functions (including legal home occupations) customarily incidental thereto.
2. No more than one residence building may be erected upon any lot. No lot as platted may be reduced in area except to be divided and attached under common ownership of adjoining lots. Two or more lots may be combined for use as a building lot for one residence building. Several lots may be combined for use as building sites, provided no more building sites are created and the resulting lot (s) each comply with the minimum area and street frontage requirements of the applicable zoning classification. Any building site consisting of more than one lot as platted hereby shall be considered a lot for the purposes of these restrictions.
3. Substantial duplication of existing or planned exterior characteristics of a residence on another lot shall not be permitted. Each residence shall have a minimum roof pitch of eight vertical feet for each twelve horizontal feet for a two story structure (eight vertical feet for each twelve horizontal feet for a one story structure) and shall have a minimum eight inch roof overhang on the front, sides and rear of the residence. No residence shall be permitted to have exposed concrete blocks and each residence must have either brick or stone (not both) to grade below the siding material on all sides. All utility services to residences or other buildings shall be installed underground.
4. No basement, tent, garbage, trailer, or partially completed structure may at any time be used as a residence, temporarily or otherwise, on any lot. No house trailer, mobile home, camper, camper trailer, commercial truck, boat, boat trailer, or other vehicle designed or used for the same or similar purposes may be permitted or maintained temporarily or otherwise on any lot unless kept or stored in a garage or other accessory building. Each residence shall have at least a two car attached garage, with a concrete paved driveway, constructed contemporaneously with

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the residence; and the garage vehicle door shall not directly face any street frontage of the lot on which it is constructed, except that on a corner lot the garage vehicle door may face the side street frontage if the lot does not reasonably permit a back entry. The allotter may permit a front entry garage if the shape of the lot prevents establishment of a side or rear entry garage as part of a home whose floor area is similar to that of homes on neighboring lots. Such relief, for example, would be appropriate for a cul-de-sac lot with restricted front yard area.

5. No one story residence building may be erected having a floor area less than 2,000 square feet. No two story residence building may be erected having a floor area less than 2,400 square feet. For the purposes of the foregoing, the term "floor area" shall exclude attached garages, verandahs, open porches, breezeways, attics and basements.
6. Not more than one (1) freestanding accessory building may be erected and maintained on a lot for the purpose of housing equipment and/or vehicles. Such building shall conform in appearance to the residence on the lot.
7. No dwellings or garages may be erected and maintained on any other lot nearer to the front or side street lines than the building setback lines shown on this plat, nor nearer than twelve and one half (12-1/2) feet to any side line or fifty (50) feet to any rear line of any building site.
8. No nuisance or advertising signs, billboards, or similar devices shall be permitted, erected or maintained on any lot or part thereof, within this allotment, except those advertising the sale, rental, or leasing of the property on which they are located. All swings, teeter-totters, sliding boards, basketball hoops or courts, tennis or volleyball courts, swimming pools or other recreational or play equipment, courts, or devices shall be maintained, installed, or erected only in the rear yard of a lot but not in the front of any building line. No television satellite dish greater than eighteen (18) inches in diameter shall be permitted on any lot unless otherwise approved by the developer or assigns. Such satellite dish must be behind the residence.
9. No cattle, swine, poultry, or other animals than domestic household pets may be kept or harbored on any lot. Domestic pets (including cats and dogs) shall be limited to those which live within the house and shall be limited in number to not more than four (4) domestic pets at any time.
10. Fences and hedges over three feet in height may not be erected or maintained forward of the building line shown on this plat. Any fences to the rear of such building line shall not exceed the height prescribed by the applicable zoning authority. Notwithstanding the foregoing, no chain link or cyclone fence shall be permitted on any lot.

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11. Easements ten (10) feet in width, the exterior lines of which are coextensive with the front, side and rear lines of each lot (as defined in item 2 hereof) line are hereby reserved along all front, side and rear lot lines for gas lines, for light, power and communication lines and conduits; for sewage and drainage; and for any other utility or public purposes.
12. No refuse piles, trash, junk, weeds, underbrush, abandoned vehicles, or unsightly growths of any nature may be permitted to grow or remain upon any lot, and the allotter shall continue or retain the right , after reasonable notice to any owner permitting weeds, underbrush or other unsightly growths to grow or refuse piles, junk, trash, or abandoned vehicles to remain on his, her, their or its lot to enter upon such lot of such owner (s)and cut and/or remove the same at the expense of such owner (s) and such entry shall not be deemed a trespass. No owner of any lot shall be permitted to throw, cast, pile, dump or otherwise place trash, cut grass, leaves, tree or shrub trimmings, paper, stones, brick or other debris or refuse within the street right-of-way or upon any vacant lot whether adjacent to the lot (s) of such owner or not, nor burn or attempt to burn any such debris or refuse thereon, and the expense of removal of any such debris or refuse, as well as any damage resulting from such burning or attempted burning may be recovered from such owner (s) throwing, casting, piling, dumping or otherwise placing it on such vacant lot by the owner (s) of such vacant lot. No rubbish, trash, garbage, or waste materials shall be kept outside any residence except in sanitary containers which shall be kept (except for periodic trash pick-up days) within enclosed areas or screened from public view.
13. All lawns, trees, shrubs and hedges shall be properly trimmed at all times. Owners are required to maintain their front and side yards free of lawn equipment, lawn tools and toys when such equipment, tools and toys are not in use.
14. These restrictions may be amended or revised by a favorable 80% vote from the owners of the lots shown on this plat on a basis of one vote per lot (as defined in item 2 hereof) provided the developer gives its consent, in writing, until all the lots owned by the allotter are sold.
15. Failure of the allotter 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 the restrictions. However, the failure, refusal, or neglect of the allotter to enforce said restrictions or to prevent violations thereof shall in no event make the allotter liable for such failure, neglect or refusal.

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16. The allotter reserves the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable.
17. The allotter or his duly appointed representative reserves the right to establish grades and slopes on the premises in the allotment 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 lots on either side having due regard for natural contours and drainage of the land. No buildings shall be erected or altered on any lot until the construction plans have been approved by the allotter as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. All chimneys shall be constructed of masonry materials. No metal or wood faced chimneys are permitted.
18. 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.
19. No outdoor laundry clothes lines or outdoor television antennas shall be permitted on any lot.
20. During construction, lot owners must use silt fence, straw bales and any other means necessary to minimize erosion and keep drainage swales and creeks as clean as possible.
21. During construction, lot owners must sweep the portion of the street in front of their lot (s) to keep it clean of all mud or any other debris.
22. No development may take place within any area designated as "open space". All open spaces shall be owned and maintained by the Homeowner's Association.
23. Lot owners and/or builders, contractors, or subcontractors employed by lot owners shall be responsible for damage they cause to culverts, ditches, manholes, underground utilities, paving, curbs, storm sewers, catch basins, and other improvements, and shall promptly repair said damage. They shall not enter upon any other lot without the permission of the owner, and they shall be held responsible for any damage they cause to the trees on neighboring lots. All building materials shall be confined to the building site. Building debris such as tree trimmings, stumps, landscaping or building wastes, shall be cleaned up and removed weekly during building operations. No dirt from excavation shall be removed from the allotment without the permission of the allotter. The allotter may designate locations within the allotment where the dirt may be placed, and at no cost to the allotter. Each lot owner shall be responsible for the

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damage caused by concrete transit trucks which serve his lot and which dump or wash out excess concrete at a location other than the lot being served.

24. As used herein, the term "the allotter" shall include the developer, its successor or assigns, or any other agency to whom its functions, rights and duties here under have been delegated in writing.
25. The open space is for the use and enjoyment of all owners within the allotment.
26. Deed restriction area. The purpose of this restriction is to provide the grantor, its successors and assigns, with a view of the above - described area in a state as close to its natural state as reasonably possible. Under this restriction, the servient tenement may not undertake any of the following activities in area: cutting any live tree, changing any natural water course, changing any drainage-way existing at the time this restriction area was created, erecting any building or structure of any kind, or installing or placing any recreational equipment.
27. Above-ground swimming pools are prohibited except kiddy pools and hot tubs. Kiddy pools are defined as pools 18" deep or less. Hot tubs shall only be placed on a concrete pad/patio attached to the back of the home or built into decks and not just free standing in the yard. The kiddy pools, hot tubs and in-ground pools shall not be located in the front yard, side yards or driveways. All approved pools are subject to the Streetsboro city codes and other applicable laws.
28. No motorized vehicles shall be parked on any lawn area. All vehicles must be operational and have current license plates, unless the vehicle is parked in a garage.
29. All costs and expenses, including reasonable attorney's fees, incurred by the Association or any person to enforce these restrictions or to prevent or remedy a violation of these restrictions shall be paid by the person found to be in violation of these restrictions. The court shall include such costs, expenses and attorney's fees in its order or award against the party found to be in violation of these restrictions. The provision shall not be applicable to the Allotter.
30. Unless sooner transferred by Allotter to the Stonegate Landowner's Association, upon the sale of the last lot within the development by the Allotter the Landowners Association shall automatically succeed to the Allotter's rights with respect to the within Restrictions without the necessity of further instruments or documentation.

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Stonegate Homeowners Association

As lots are transferred from Developer, or entities owned or controlled by the Developer, all lot owners shall become members of the Stonegate Landowners Association INC, a not for profit corporation formed for the purpose of controlling, administering, and maintaining the common areas within the development, as well as enforcing the Restrictions set forth above. Members of the Association are subject to and bound by the Articles of Incorporation of the Association, the Bylaws of the Association, and the Declaration of the Stonegate Landowners Association filed August 10, 1998 in Book 329, pages 0902 through 0916 of the Portage County, Ohio records, each as amended. Among the responsibilities of each lot owner is the responsibility to pay assessments for the operation of the Association, the maintenance of the common areas, and the defense and enforcement of the Articles, Bylaws, and Declaration and the Restrictions set forth above. The amount of the assessments is set by the Board of Trustees of the Association.”

End of Restrictions

*A copy of the Stonegate Plat Restrictions should have been provided each owner when buying their property. This is a retype of the Plat Restrictions to accommodate posting them on-line for resident convenience.

Stonegate was developed in 4 phases with each phase having its own plat restrictions.

Plat restrictions for each phase were signed on:

- Phase I: August 3, 1998 (Amended March 17, 1999 and Feb 11, 2002)
- Phase II: October 21, 2003
- Phase III: August 22, 2005
- Phase IV: December 8, 2005

The Restrictions for Phases II, III, and IV are identical and reflected in the retype above. The Restrictions for “Phase I” have slightly different wording for several paragraphs and paragraphs 20, 21, 22, 25, and 26 were added.

Residents desiring an actual copy of the Phase I restrictions may obtain it from Curt Newill, 330-655-5826.

Actual copies of Phase II, III, and IV Plat Restrictions are also available.