

Plat Restrictions for Forestridge Phase I, II, & III

21 February 2015

Plat Restrictions as found in Plat Restrictions for Forestridge Phase I, dated October 20, 1992 and recorded in Plat Cabinet H, Slide Number 854; Plat Restrictions as found in Plat Restrictions for Forestridge Phase II, dated July 13, 1994, and recorded in Plat Cabinet K, Slide Number 279; Plat Restrictions as found in Plat Restrictions for Forestridge Phase III, dated July 13, 1994, and recorded in Plat Cabinet K, Slide Number 283 (hereinafter referred to as "Plat Phases I, II, and III"), Plat Phases I, II and III were amended on February 21, 2015 upon receiving approval of an eighty percent (80%) vote of the eligible Owners of the Lots shown on the Plat as follows.

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 owner's 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 so doing, or to recover damages for such violations.

1. Each and every lot shall be limited to single-family residence purposes only, and accessory function (including legal home occupations) customary 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 than the number of lots used and all building sites comply with the minimum area and street frontage requirements of 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, 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 brick to grade below the siding material on all four sides. All utility services to residences or other buildings shall be installed underground.

4. No basement, tent, garage, 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 or asphalt paved driveway, constructed contemporaneously with 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. 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 cul-de-sac lot with restricted front yard area.
5. No one story residence building may be erected having a floor area less than 2,600 square feet. No two story residence building may be erected having a floor area less than 3,000 square feet. For the purposes of the foregoing, the term "floor area" shall exclude attached garages, verandas, open porches, breezeways, attics, and basements.
6. Not more than one (1) free-standing 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 buildings, garages, or other accessory buildings may be erected and maintained on any lot nearer to the front or side street lines than the building set back lines shown on this plat, nor nearer than twenty-five feet (25') to any side line or sixty feet (60') 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 devises shall be maintained, installed or erected only in the rear yard of a lot but not in front of any building line. No

television satellite dish shall be permitted on any lot unless approved by the developer or assigns.

9. No cattle, swine, poultry or other animals other than domestic household pets may be kept or harbored on any lot. Domestic pets shall be limited to those which live within the house and shall be limited in number to two (2) cats and/or two (2) dogs at any time.
10. Fence and hedges over two and one-half feet in height may not be erected or maintained forward of the building line shown on this plat. Any fences or hedges 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.
11. Easements ten (10) feet in width, the exterior lines of which are coextensive with the front, side and rear lines of each lot 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 to 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 of 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 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. All lawns, trees, shrubs and hedges shall be properly trimmed at all times.
13. These restrictions may be amended or revised by a favorable 66 2/3 vote from the owners of lots shown on this plat on a basis of one vote per platted lot.

14. 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 these 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.
15. 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.
16. The Allotter 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 building 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 chimneys are permitted.
17. 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.
18. 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 his option the dirt shall be delivered to these locations at no cost to the Allotter. Each lot owner shall be responsible for the 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.

19. 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 hereunder have been delegated in writing.

These Plat Restrictions shall be considered to be part of the recorded plat for Forestridge Phase I, II, & III.

Homeowner's Association

- A. All lot owners shall become a member of The Forestridge Homeowners Association, Inc., which has been created subsequent to the transfer of the first lots. Each lot owner required to become a member of the association pursuant to the terms hereof, shall participate fully in and become subject to all of the provisions of the Plat Restrictions Phases I, II, and III, the By-Laws, the Rules, the Regulations, the assessments and contractual obligations of such association which may be enacted at any time hereafter.
- B. Each lot owner who becomes a member of The Forestridge Homeowners Association, Inc. shall pay to said association a yearly maintenance assessment as determined by the board pursuant to the provisions of the By-Laws. Said assessment shall be used to include but not be limited to the maintenance of the common areas within the development. Said areas shall include but not be limited to the following: (1) maintenance, landscaping, lawn care, weed control, etc. of the entrance area and the cul-de-sac islands; (2) maintenance and general repair of the entrance walls, allotment identification signs, and lighting of the identification signs; and (3) implementation of the authority and provisions of the By-Laws.
- C. The homeowners' association shall have the rights, powers, duties, and obligations as set forth in the plat restrictions, the Articles of Incorporation of the association, in the By-Laws of the association, and any amendments and supplements to any and all of the foregoing.

Any conflict between the above provision and any other provisions of the By-Laws, the Rules, the Regulations or the Articles of Incorporation shall be interpreted in favor of the above amended Plat. Upon the recording of this amended Plat, only Owners of record at the time of such filing shall have standing to contest the validity of the amended Plat, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a Court of Common Pleas within one (1) year of the recording of this amended Plat.