

RESTRICTIONS AND COVENANTS

1. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods, unless by a majority of the property owners in this plat, these covenants and restrictions are amended or terminated.
2. These covenants and restrictions shall be enforceable by injunction and otherwise by the grantor, its successors, or assigns.
3. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All lots in the within subdivision shall be known and described as residential lots.
5. No lot shall hereafter be subdivided into parcels for additional residential purposes .
6. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
7. No dwelling shall be located closer than eight (8) feet to any side lot line, nor shall the sum of the side yard spaces be less than twenty (20) feet, and said structure shall not be located nearer the front lot line than the indicated set-back lines shown on the record plan. The above covenant does not include steps, eaves or open porches.
8. No trailer, tent, basement, shack, garage, barn or other outbuildings erected in this plat shall at any time be used as a residence, temporarily or permanently nor shall any residence of a temporary nature be permitted.
9. No fence or hedge shall be permitted nearer the front lot line than the indicated set-back line.
10. No sign or billboard except professional or for sale signs shall be erected on any residential lot in this plat, and no barn, stable or other outbuilding for housing domestic animals or poultry shall be erected on the premises nor shall any domestic animals or poultry except household pets, be permitted.
11. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstructions to the natural flow of surface water, and any improvements made on any easement by the property owner are at the risk of the property owner.

13. The area designated as "Green Area" in the Forest Ridge plats is intended for use by the home owners in the within plat together with the homeowners in the various Forest Ridge plats as open areas for recreation and other related activities. Said open areas are not dedicated hereby for use by the general public but are reserved for the common use and enjoyment of the above designated homeowners in the manner set forth in the Declaration of American Modulars Corp. recorded in Misc. Book 4, Page 582 of the Deed Records of Montgomery County, Ohio, which Declaration is incorporated and made a part of this plat.

Easements shown on the plat are for the construction, operation, repair, maintenance, replacement or removal of water, gas, electric, telephone, sewer or other utility lines or services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities, and for providing ingress and egress to the property for said purpose and are to be maintained as such forever.

Forest Ridge Two, Section Two
Plat Book 74, Page 79