

RESERVATIONS AND RESTRICTIVE COVENANTS  
FORREST LAKE ESTATES SUBDIVISION

Donavon Forrest, hereinafter referred to as the Subdivider.

TO THE PUBLIC:

Declaration of Restrictions of Forrest Lake Estates Subdivision, a subdivision in Jefferson Township, Madison County, Ohio.

The Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in the Forrest Lake Estates Subdivision, or claiming under them until September 1, 2000, at which time, said restrictions and covenants are automatically extended for successive ten (10) year periods, unless by a majority of the property owners in this plat, these restrictions and covenants are amended or terminated.

These restrictions and covenants shall be enforceable by injunction and otherwise by the Architectural Control Committee, its successors or assigns, presently composed of Donavon Forrest. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Exterior construction of house must be completed within one (1) year of start.

1. Invalidation of any one of these restrictions and covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect. No restrictions shall be waived due to failure to enforce them regardless of how many violations occur.

2. All lots within the subdivision shall be known and described as residential lots.

3. No lots shall hereinafter be subdivided into parcels for additional residential purposes.

4. All lots in said subdivision shall be kept free and clear from unsightly or obnoxious weeds, junk, scrap, paper, or debris of any kind. The Architectural Control Committee reserves the right to clear the lot of such weeds or debris at the lot owners expense.

5. No dwelling shall be located closer than thirty (30) feet to any side lot line, forty (40) feet to any rear lot line and said structure shall not be located nearer the front lot line than the indicated setback lines shown on the record plan. The above covenant does not include steps, eaves or open porches.

6. No trailer, tent, basement, shack, garage, barn or other outbuilding erected shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

7. No fences shall be constructed in the front of any dwelling except ornamental fences or shrubbery.

8. 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 animals, livestock or poultry of any kind be raised, bred or kept on any tract, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood. Excessively barking or ferocious dogs and loud, motorized vehicles are considered a nuisance.

10. 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 improvements made on any easement, by the property owner, are at the risk of the property owner.

11. a) The measurement of the ground floor area of any dwelling house built on any lot shall not include porch, garage and other rooms built under the same roof or under roofs attached to the main house, and measurements shall be to the outside face of the exterior walls. The measurement of the second floor area shall not include storage or unfinished rooms.

b) Any one story or one and one-half story dwellings built on any lot shall have a ground floor area of not less than 1600 square feet.

c) Any two story dwelling built on any lot shall have a ground floor area of not less than 1300 square feet, and second floor area of not less than 600 square feet or a total living area of not less than 2200 square feet. The second floor shall contain not less than 300 square feet of ceiling area which is 7'6" or more above the second floor level.

d) Each dwelling shall have a two (2) car garage either attached or unattached.

12. No trucks, commercial vehicles, farm equipment, boats, trailers, campers, automobiles, or mobile homes may be parked or stored on the premises for more than 30 days, unless in a garage or other outbuilding.

13. No portion of any property may be used as a garbage or refuse disposal area. Garbage and refuse shall not be kept except in sanitary animal proof containers.

14. All storage tanks and satellite dish television receivers must be hidden from public view. Only one standard television antenna may be in public view.

15. All utilities must be underground. Ten foot utility easements must be granted where installed and will be kept within other easements wherever possible as shown on the plat.

16. Driveways shall be a minimum width of ten (10) feet of six (6) inch thick stabilized stone or gravel placed no closer than three (3) feet at any point from the side line of the lot. The grantees shall install an approved driveway inlet to the existing underdrain located in the road ditch. Said inlet shall be located on upper side of each driveway.

17. The dwelling thereon shall be completely finished within one (1) year from the date of the beginning of construction, and the exterior of the building shall be either of wood, stone, stucco, or brick or permanent material approved by the Architectural Control Committee.

18. No outbuilding, barn, or utility shed shall be built or maintained unless it is a minimum of two hundred fifty (250) square feet and of a style, structural quality and outward appearance of dwelling.

19. Areas on which a "Scenic Rivers Easements" has been established are subject to the following restrictions:

1. That the easement property herein described shall be kept in the natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, and that no man-caused disturbance shall be permitted, unless otherwise expressly provided hereunder.

2. There shall be on or in the easement property no fillings, excavating, storing of water, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature.

3. There shall be no spraying with herbicides or pesticides.

4. No utilities, nor any interests in the easement property shall be granted unless otherwise expressly provided hereunder. It is the intent of this provision to grant to the State of Ohio, Department of Natural Resources, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right and easement on the real property to maintain, and repair existing telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, its successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

5. That no trees, ground cover, or other vegetation shall be removed or disturbed.

6. The lands shall at all times be kept free of garbage, trash, machinery, and no other unsightly material shall be allowed to accumulate or be stored thereon.

7. Every other activity or construction which might endanger the natural or scenic state of the easement property is forbidden.

8. The Ohio Department of Natural Resources reserves the right to periodically inspect said property for violations of the easement property and upon thirty (30) days advance notice, to remove or eliminate at the expense of the landowner any violation of the easement. The Director of the Department of Natural Resources or his authorized representative may enter upon said lands for the purpose of inspection.

9. The Ohio Department of Natural Resources reserves the right to post or clearly mark the boundaries of said easement in compliance with Ohio Department of Natural Resources policy.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantor reserves for himself, his heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this grant.

2. The Grantor reserves the right to maintain the stream bank within the prescribed methods approved by the Ohio Department of Natural Resources, Division of Natural Areas and Preserves, Scenic Rivers Program.

It is mutually agreed and understood that the easement property conveyed by the Grantor to the State, under the terms of this Agreement, shall not at any time be alienated or conveyed by the State to any person, firm, corporation or other entity whatsoever, or to an other state agency or political subdivision of the State. If any such non-expected transfer, conveyance, alienation or disposition is desired or found necessary, the State shall reconvey the real estate transferred hereunder to the land owner.

The easement described above is based upon the goals of the State Scenic Rivers Program.

# FORREST LAKE ESTATES

## JEFFERSON TOWNSHIP MADISON COUNTY, OHIO

### V.M.S. 1410

### SHEET 1 of 2

**ENGINEER:**  
**Page Engineering, Inc.**  
**Post Office Box 394**  
**112 East Fifth Street**  
**Marysville, Ohio 43040**  
**Phone: 513/644-1272**

**OWNER and DEVELOPER:**  
**Donavon D. Forrest**  
**7 East First Street**  
**London, Ohio 43140**  
**Phone: 614/879-8642**

**Drainage Statement, Easements and Assessments**

Easements shown on this plat are for the construction, operation, maintenance, repair replacement or removal of water, storm sewers, surface drainage, electric, gas telephone or other utility lines or services, and for removal of any and all trees or other obstructions for the use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. Easements are reserved where indicated as such on plat for public utilities below the ground.

Further, said lots and owners thereof are subject to assessments for the maintenance of surface and subsurface drainage systems as approved by the Madison County Commissioners (in accordance with the Ohio Revised Code Chapters 6131 and 6137) as recorded in Commissioners Journal \_\_\_\_\_, page \_\_\_\_\_.

Owners of lots shall share the costs for maintenance of the roadside ditches, sub-surface tiles, surface waterways, and culverts crossing under roadways.

Owners of lots where subsurface tile, and waterways are along the lot lines shall share their proportional costs in portion to the total length of the tile.

Within the easements, and natural swales, no structure, planting, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the watercourse.

Construction plans for improvement are on file in the Madison County Engineer's Office. Further, the Madison County Engineer shall be requested by the lot owners to inspect, approve or disapprove all construction within easements, street right-of-way and natural waterways.



**MISCELLANEOUS NOTES:**

Monuments shown as circles on the plat are 3/4" x 30" galvanized iron pipe with yellow survey caps stamped S-6034/S-5456, (set O, found ●).

Subdivision bearing S 02° 30' 00" W assumed from adjacent surveys.

**Building Setback Lines:**

- Front: 50' from right-of-way
- Side: 30' from property line (each side)
- Rear: 40' from property line

No construction may begin or buildings started without the individual lot owner obtaining zoning, water well system, sewage system and driveway permits. Zoning permits are obtained from the Madison County Zoning Inspector. Water and sewage system permits are obtained from the Madison County Board of Health. Driveway permits are obtained from the Madison County Engineer.

Monuments shown thus "O" will be set at all lot corners and all points of curvature and tangency along the street right-of-way line on or before October 1, 1991, and so certified to the Madison County Engineer.

**Deed Reference**

Situated in V.M.S. 1410, Township of Jefferson, Madison County Ohio, containing 99.546 acres and being part of the tract as conveyed to Forrest Trucking Co. and described in deed book 274, page 289, in the Recorder's records of Madison County, Ohio.

**Dedication**

I, the undersigned, being the owner of the land herein platted, do hereby voluntarily consent to the execution of the said plat and to dedicate streets and public grounds as shown hereon to the public use forever.

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

*Donavon D. Forrest*  
Witness

*Donavon D. Forrest*  
Forrest Trucking Company  
Donavon D. Forrest, Owner

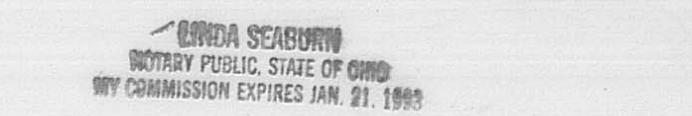
**Certificate of Notary Public**

State of Ohio, Madison County, S.S.

Be it remembered that on this 17 day of September, 1990, before me the undersigned a Notary Public in and for said County and State, personally came Donavon D. Forrest, Owner, Forrest Trucking Company, acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

*John Sealman*  
Notary Public in and for Madison County, Ohio



BOARD OF COUNTY COMMISSIONERS: We the Board of County Commissioners of Madison County, Ohio do hereby approve this plat on this 17 day of SEPT, 1990.

Commissioners: *Steve P. Yoder*  
*Harbert E. Marable*  
*Robert Edwards*

MADISON COUNTY BOARD OF HEALTH: I hereby approve this plat on this 19th day of Sept., 1990.

*Tom Alexander*  
Madison County Board of Health

COUNTY AUDITOR: Transferred on this 17 day of September, 1990.

Deputy  
*Raymond M. Weimer*  
County Auditor

No. 903152  
County Recorder *Marquet A. Rife*

Received on this 17 day of Sept., 1990 at 2:32 P.M.  
Recorded on this 17 day of Sept., 1990 at 2:32 P.M. SLIDE 609  
Recorded in plat book No. \_\_\_\_\_, page \_\_\_\_\_, Fee 39.10 " 610

**Certificate of Surveyor**

I hereby certify that this map is a true and complete survey made under my supervision, Benjamin H. Cartwright, on 3-14-1989 and that all monuments are set as shown.

*Benjamin H. Cartwright* 3-26-1990  
Benjamin H. Cartwright 5456

MADISON COUNTY REGIONAL PLANNING COMMISSION: This plat was approved by the Madison County Regional Planning Commission on this 10th day of APRIL, 1990.

*Michael H. Smith*  
Chairman

MADISON COUNTY ZONING COMMISSION: We, the Madison County Zoning Commission, do hereby approve and accept this plat on this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

*Judy D. Hastings*  
Zoning Inspector

COUNTY ENGINEER: I hereby approve this plat and the construction drawings on this 17 day of SEPT, 1990.

*W. B. Ball*  
Madison County Engineer

SCALE 1"=100'	<b>FINAL PLAT</b>	
DRAWN		
REVISED	<b>FORREST LAKE ESTATES</b>	
	<b>Page Engineering, Inc.</b>	
	112 East Fifth Street • Marysville, Ohio 43040	
	513-644-1272	
APPROVED	DATE	NUMBER
		89-74