



EXHIBIT "A"FOUNDERS RIDGE RESTRICTIONS  
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In order to establish a general plan for the use, occupancy and enjoyment of the subdivision known as Founders Ridge Section Two, all lots shall be subject to the following restrictions which shall run with the land and inure to the benefit of all lot owners.

## ARTICLE I PROTECTIVE COVENANTS AND RESTRICTIONS

### Section 1. Land Use:

The property shall be used solely for single family residential purposes. No portion of the property shall be used for the purpose of any business, trade or profession except that an office may be maintained in the home by a homeowner so long as: business visitors shall not exceed ten (10) per seven (7) day period; commercial vehicles of any kind shall not be parked outside the garage; and no evidence of the business shall be visible from the outside of the home. Improvements constructed on the property shall be limited to single family residences and such other improvements as are appropriately appurtenant thereto. "Family" as used in this instrument shall mean one (1) or two (2) unrelated persons or two (2) or more persons related by blood, marriage or adoption residing on the premises as a single housekeeping unit and including domestic servants, if any, as distinguished from a group occupying a boarding house, lodging, motel, fraternity or sorority house. It is intended to exclude all non-residential uses and exclude any group home, multi-family apartment, double, duplex, twin single, two-family, boarding house, commune, half-way house, or other non-single family use.

### Section 2. Temporary Structures/Out Buildings Prohibited:

No structure of a temporary character, or trailer, basement, tent, shack, garage, barn, shed, shop or other out-building shall be used on any portion of the property for more than forty-eight (48) hours; however, this shall not prohibit the use of any temporary structures in connection with the construction of any subdivision improvements or the construction of a dwelling.

### Section 3. Signs:

A. Display Signs and Outdoor Advertising - Generally. No sign of any kind shall be displayed on any portion of the property except for a single sign not exceeding one-half (1/2) square foot of display surface, on a residence, stating the name and/or address, or other identification of the occupant, provided however that one additional, non-illuminated sign not exceeding the size limitations set forth above may be placed on the building residence stating the occupation or profession of the occupant.

B. Real Estate Signs. A single sign offering real estate for sale or rent may be erected and displayed upon any lot provided that such sign shall not: exceed five (5) square feet of display surface nor exceed three (3) feet in height; be located closer to the curb than ten (10) feet; be illuminated; nor remain more than ten (10) days after sale or rental. One sign indicating that the building is open for inspection may be displayed only on the lot being sold, and only when the agent or owner is present, and only during the time the building is available for inspection.

C. Builders and Architect's Signs. Signs announcing the names of builders and architects participating in the construction of a building on the property shall be permitted during the actual construction provided that only two signs per lot are used which do not exceed five (5) square feet per side in display area nor are higher than three (3) feet and provided further that they shall not be placed on the lot any closer to the street than ten (10) feet from the curb.

D. Temporary Signs. All other signs shall conform to the City of Gahanna regulations concerning temporary signs.

Section 4. Nuisances:

No activity noxious or offensive which constitute a civil nuisance shall be carried on. No power mowers, power snow removal equipment or any other tools or equipment making undue noise shall be used before 8:00 A.M., or after 10:00 P.M., on any day of the week.

Section 5. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Animals shall not be permitted to run loose outside of the lot owner's property. Not more than two (2) mature members of a given animal genus may be maintained on the property. Any animal older than ninety (90) days shall be considered as mature.

Section 6. Garbage and Rubbish Disposal:

No portion of the property shall be used or maintained as a dumping ground for rubbish or other similar material, and all materials from construction shall be picked up weekly. All garbage and other similar materials shall be kept in sanitary containers.

**Section 7. Antennas:**

No radio, television, or other antenna shall be attached or affixed in any way to the exterior of any house or garage, any part of any fence, pole or structure, or any tree, bush, or other plant or structure. Satellite dish receptors may not exceed two and one half (2-1/2) feet in diameter and can be placed only in back yards and must be shielded from public view and the view of adjacent lots.

**Section 8. Clothes Lines and Hanging Devices:**

Articles such as clothes, diapers, towels, bedding, rugs, draperies, or similar items shall not regularly be hung out in exposed view on any portion of the property unless screened from the view of adjoining owners and the street; nor, unless otherwise similarly screened, shall there be regularly maintained any exterior clothes line or other hanging device.

**Section 9. Fuel Tanks:**

Fuel tanks or other similar storage receptacles may be installed only within the main dwelling structure or buried underground and shall not be exposed to view.

**Section 10. Other Vehicles:**

Snowmobiles and other off-the-road vehicles shall not be used, ridden or driven across or within the properties.

**Section 11. Outdoor Fires:**

No outdoor fires shall be built within or upon the properties, except in outdoor grills.

**Section 12. Building Plans:**

- A. No building shall be erected and construction may not commence unless the plans shall have the written approval of Ridenour Road Development Company or its designee.
- B. Ridenour Road Development Company or its designee shall have the right to approve or disapprove the plans and to designate permissible facing materials for all exteriors of structures and will consider durability, form, color, and compatibility with the structure, terrain and neighborhood in determining the acceptability of said materials.

C. Each property owner shall submit a basic site landscape plan for approval by Ridenour Road Development Company or its designee, which plan shall be carefully considered, taking into account the projected plans of the owner and adjoining properties and project design objectives, and such plan shall designate the minimum landscaping to be completed thereon within the ensuing six (6) months after completion of the house.

Section 13. Structure Requirements:

**A. Square Footage Requirement.**

i) For Lots One (1) through Eleven (11), Eighteen (18), Nineteen (19), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-nine (29), Thirty (30) and Thirty-one (31), the minimum enclosed livable floor area of the residence, exclusive of basement, garages, open or screened in porches, and attics, shall be not less than two thousand three hundred (2,300) square feet for a one story plan; two thousand five hundred (2,500) square feet for a one and a half story plan; and two thousand seven hundred (2,700) square feet for a two story plan.

ii) For Lots Twelve (12) through Seventeen (17), Twenty (20), Twenty-eight (28) and Thirty-two (32) through Thirty-eight (38), the minimum enclosed living area as defined above shall be Two Thousand Three Hundred square feet for a one story or a one and one-half story plan and twenty-five hundred square feet (2500) for a two story plan.

iii) For Lots Thirty-nine (39) through Fifty-seven (57) the minimum enclosed living area as defined above shall be one thousand eight hundred (1,800) square feet regardless of the number of stories.

**B. Garage .**

A two car garage as approved, must be integrated with or attached to all residences.

C. The exterior construction of all buildings in accordance with the plans shall be completed not later than ten (10) months after excavation has begun. Landscaping shall be completed within six (6) months after completion of the building.

**D. Fences.**

1. Property line fences and chain link fences are prohibited.
2. Ridenour Road Development Company or its designee must approve in writing the design and location of all fences. The design shall be neat and ornamental and shall not exceed fifty (50) inches in height, and the location shall not be nearer to the street than the rear of the residence constructed upon the lot unless necessary to preserve the architectural integrity of the building design. If it deems the fencing inappropriate, Ridenour Road Development Co. may reject approval of any fencing on any lot.

**E. Driveways.**

Driveway location must be approved by Ridenour Road Development Company or its designee prior to cutting of any trees upon the lot and each driveway shall be constructed and completed with the residence and shall be of attractive permanent materials as approved by Ridenour Road Development Company or its designee.

**F. Excavation.**

1. Excavation on any site shall be backfilled as soon as possible consistent with good construction practice and the disturbed area shall be graded. Immediately upon grading, steps shall be taken to effectively minimize erosion, either through sodding, seeding, strawing, placement of straw bales or other approved method. Erosion and its effects are the responsibility of the Owner and Builder, not Ridenour Road Development Company. Excess excavated soil shall not be placed upon the lot, but must be hauled off site, as determined by Ridenour Road Development Company.

2. Ridenour Road Development Company or its designee may establish grades, slopes and swales on the lots and fix the elevation at which any dwelling shall be erected or placed, so that the same may conform to a general plan which shall conform to local building code requirements.

**Section 14. Builder Approval:**

In order to protect the financial and aesthetic qualities of the subdivision, Ridenour Road Development Company reserves the right to approve all builders which approval shall be made no later than approval of building plans.

**Section 15. Lot Maintenance:**

A. No portion of the lots shall be used for any purpose other than that of a lawn, decorative grasses, natural wooded or landscaped area. Such use shall include walks, drives, the

planting of trees or shrubbery, the growing of flowers or ornamental plants. Children's outdoor toys such as swing sets and the like, may be constructed so long as such toys are painted or stained dark brown, dark green or gray and are screened from adjoining property.

B. It shall be the duty of the property owner to keep each lot including lawns, shrubbery, trees and easement areas in a neat and well-maintained condition, subject to the preservation zone requirements.

C. All lawn portions of vacant lots will be mowed at least once per month from April through October, unless grass is less than six (6) inches in height.

D. No modification of the natural characteristics of the herein described properties shall be made without express written approval of Ridenour Road Development Company or its designee, including the following modifications which are set forth here by way of illustration and not by limitation: resculpting or modifying the terrain; cutting shrubs or evergreens; cutting any tree measuring three (3) inches in diameter or larger measuring at a point two (2) feet above ground level; cutting clumps of trees which enhance the wooded character of the community.

#### Section 16. Parking:

Overnight parking on the paved portion of the street is prohibited and parking on the grass shoulder is prohibited at all times. Recreational vehicles or boats cannot be parked anywhere in the subdivision, except in garages, for a period in excess of forty-eight (48) hours in any seven (7) day period.

#### Section 17. Utilities:

Ridenour Road Development Company or its designee reserves the right to grant easements for the construction and operation of electric light, telephone lines, gas piping, storm water sewers, sanitary sewers, and water lines in and upon the property within the platted utility easement areas until such services are granted to all properties in Founders Ridge Subdivision. Ridenour Road Development Company reserves the right to vacate, in whole or in part, any platted utility easement to the extent that the easement has not been utilized by a specific utility and that the lot is otherwise served by public utilities.



**Section 18. Lot Splits/Combinations:**

- A. Lot splitting is prohibited, except by Ridenour Road Development Company to subtract from one lot to add to an adjacent lot if it deems appropriate to accommodate proper design, relative home sizes, or saving of trees.
- B. Combinations. Ridenour Road Development Company reserves the right to combine all or parts of Lots Four (4), Five (5), Six (6), Twenty-three (23) and Twenty-four (24) in any fashion without the consent of any other lot owner or The Association provided no more than five (5) building sites are created. Included in the rights so reserved are the rights to vacate easement areas and building set back lines, and to change any property line to any lot or adjoining lot provided consent of the adjoining property owner is obtained where a property line of an adjoining property owner is affected.

**Section 19. Vehicular Access to the Subdivision:** There shall be four types of vehicular access throughout the subdivision which shall be constructed and maintained as follows:

- A. **Dedicated Streets.** Founders Ridge Drive and Lily Pond Court shall be constructed by the developer and dedicated to public use and shall be maintained by the City of Gahanna upon acceptance of the subdivision by the City of Gahanna.
- B. **Reserve A also identified on the Plat as Morgan Lane.** A private road shall be constructed by the developer and maintained by the Founders Ridge Section II Homeowners Association (hereinafter Association). Upon acceptance of this subdivision by the City of Gahanna, developer shall deed this Reserve to the Association which shall thereafter be responsible for its maintenance. Both the East and West entrance to this road shall include self-closing gates accessible to every lot owner in the subdivision. The cost of maintenance of the road and the gates shall be apportioned equally among every lot in the subdivision. The Association shall regulate use of the gates and the distribution of mechanical devices to operate the gates. As long as this area remains a private road, these gates must be maintained by the Association and replaced as needed. If the Reserve is not maintained according to specifications of the City of Gahanna for residential streets, then the City may declare this Reserve to be a public street and the Association shall deed the Reserve to the City without compensation for condemnation to the Association or any lot owner and without notice to the Association or lot owner which is hereby waived.
- C. **Shared Driveways.** Shared driveways shall be constructed by the Ridenour Road Development Company within the Common to provide access to and from Founders Ridge Drive for Lots 39 through 50 inclusive and Lots 51 through 57 inclusive and to any gates thereto, and to provide access from Lots 9, 10 and 11 to Lily Pond Court and to any gate thereof. Only those lots

ing on these shared driveways shall have access thereto. Upon acceptance of the subdivision by the City of Gahanna, Ridenour Road Development Company shall transfer title to these shared driveways to the Association which shall thereafter be responsible for maintenance. The cost of maintenance shall be apportioned equally among every lot in the subdivision.

**D. Driveway Easement.** Access from Lots 4, 5, 6, 23 and 24 to Reserve A, also identified as Morgan Lane, shall be by an easement as set forth on the plat which shall be constructed by Ridenour Road Development Company. Ridenour Road Development Company reserves the right to amend this section of the restrictions at any time without the consent or approval of any other lot owner or the Association. By way of illustration and not limitation, Ridenour Road Development Company may vacate the easement or modify access thereto or declare that the maintenance of the driveway upon the easement shall be apportioned among every lot in the same fashion as is maintenance of the Shared Driveway and Reserve A, also known as Morgan Lane, as described above.

**Section 20. Easements and Building Setback Lines:**

**A. Easements.** Easements for utility installation, public and private, and maintenance thereof, as well as drainage shall be located on each lot as shown on the recorded plat of subdivision. There shall be a five (5) foot wide easement along all side and rear lot lines unless a larger size is designated upon the plat. All easement areas shall be kept free of debris, buildings or unnatural obstructions which may impair or impede use of the easement area or its function. Maintenance of the easement areas shall be the responsibility of each lot owner. Individual lots shall also be encumbered by recorded easements for public utilities as located upon the plat.

**B. Building Setback Lines.**

1. Front building setback lines shall be as shown on the plat.

2. Side and rear setback lines shall be as shown on the plat.

i. Lots 1 through 38 inclusive shall be a minimum of ten (10) feet unless a greater distance is shown on the plat.

ii. Lots 39 through 57 inclusive shall be a minimum of ten (10) feet unless a greater distance is shown on the plat or Ridenour Road Development Company grants a reduction, provided however that the distance between all buildings conform to the zoning code.

Section 21. Preservation Zones: Preservation Zones, as indicated upon the recorded plat and stated on page 3 of the plat, shall be maintained in accordance with Section 1167.21 of the Codified Ordinances of the City of Gahanna as same may be amended or renumbered by the City of Gahanna from time to time.

Section 22. Common: Those areas identified on the plat as Common and any improvements thereon shall upon acceptance of the subdivision improvements by the City of Gahanna, be transferred to the Founders Ridge Phase 2 Home Owners Association (hereinafter Association) which shall be responsible for its maintenance. No structures shall be erected in that part of the Common designated as a restricted building zone on the recorded plat.

## ARTICLE II HOME OWNERS ASSC

### Section 1. Membership and

#### A. Creation.

Upon acceptance of the subdivision improvements by the City of Gahanna, Kidenour Road Development Company shall form Founders Ridge Section 2 Home Owners Association (hereinafter Association) an Ohio corporation not for profit.

#### B. Membership.

i. Every lot owner shall be a member of the Association.

ii. Any adjoining land owners identified in this paragraph may, at their election, subject their property to the assessment provisions of these restrictions and join the Home Owners Association as voting members thereof. Such additional land and its owners shall be responsible for any assessments which may be levied against such property in accordance with the assessment provisions of these restrictions. The owners of these adjoining lands shall be entitled to use the Common and the vehicular access described herein but the additional land will not be subject to any other provision of these restrictions. Owners of any of the following described property may join the Association: Lots 26, 27 and 28 of Pinnacle Woods Subdivision as recorded in Plat Book 74, page 66; a 1.3042 acre tract described in Official Record Volume 16709, page G-09 owned as of the date of these restrictions by Gary and Morna Smith; a 0.6847 acre tract described in Official Record Volume 3267, Page G-15 owned at the time of these restrictions by Molly Anderson; and Lots 1 through 8, inclusive, of Founder's Ridge, Section 1, as recorded in Plat Book 72, Page 82.

### C. Meetings and Voting.

The Association shall meet once a year to elect Trustees and at such other times as designated by the Association in accordance with its bylaws. Every lot shall be entitled to one vote in the affairs of the Association. Persons having the power to convey fee simple in a given lot shall constitute a unit having one vote. The vote of any lot may not be split.

### Section 2. Responsibilities:

The Association shall be responsible for maintenance of shared driveways, the private road and Reserve A, gates, ponds, entry features, the areas designed as the common on the plat, and lot maintenance which individual lot owners have failed to undertake. The Association is also responsible for payment of real estate taxes on any property transferred to the Association. The manner of maintaining these areas shall be decided by the Association.

### Section 3. Assessments and Liens:

#### A. Annual Assessment.

In order to carry out the purposes described herein, each lot is assessed with an annual fee in the amount of One Hundred Dollars (\$100.00) payable on February 1st of each year. This amount may be modified by Ridenour Road Development Company or, after its formation, by the Association, upon notice to lot owners in accordance with the bylaws of the Association. No increase in the annual fee may be imposed before January 1, 1997 without the written consent of Ridenour Road Development Company.

#### B. Special Assessments.

The Association shall be empowered to levy and collect special assessments for the construction of any new improvements and such purposes as the Association may determine in accordance with its bylaws. No special assessment may be imposed before January 1, 1997 without the written consent of Ridenour Road Development Company.

#### C. Lien for Unpaid Assessments.

In the event annual assessments or special assessments are not paid when due and remain in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at a rate up to the highest rate of interest then permitted by law and may cause a Notice of Lien to be filed

with the Franklin County Recorder's Office describing the lot or lots to which the lien applies, the name of the owners who owned the lot at the time the assessment was imposed, the assessment amount and interest. The Notice of Lien shall be executed by the Secretary and one other officer of the corporation and shall be released in like manner.

**D. Assessment Obligation.**

Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment was due.

**E. Certificate of Payment.**

Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified lot as of the date of such certificate, or, if all assessments and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and bona fide purchaser of, or lender on, the Lot in question.

**F. Lien of First Mortgage Superior.**

Notwithstanding the foregoing, the lien of the assessments provided for herein and the annual assessment hereinbefore provided, is subordinate to the lien of any duly executed first mortgage encumbering title to the Lot upon which the assessment attaches. Any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot. The title of the party described in the preceding sentence shall be subject to any annual assessment thereafter coming due and any installment of a special assessment coming due after title is acquired.

**ARTICLE III GENERAL PROVISIONS****Section 1. Violation of Covenants:**

Any person or persons owning any real property situated in Founders Ridge Section 2, or the Association, or Ridenour Road Development Company or its designee may prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein. Failure by any party to enforce any covenant, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation. Ridenour Road Development Company or its designee is not obligated to enforce these restrictions. Violation of any of the restrictions shall give Ridenour Road Development Company or its designee, the right but not the obligation, to enter onto property upon which such violation exists and to abate summarily, at the expense of its owner, any thing or condition that may exist there in violation of these restrictions, and Ridenour Road Development Company or its designee shall not thereby be deemed guilty of trespass for such entry and abatement.

**Section 2. Term of Covenants and Restrictions:**

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and shall run with the land and bind all lot owners, their successors, and their heirs, executors, administrators and assigns for forty (40) years and shall be automatically extended for successive periods of ten (10) years unless amended.

**Section 3. Amendments:**

A. Until thirty (30) lots are transferred to parties other than Ridenour Road Development Company, these restrictions may be amended only by the affirmative vote cast by three-fourths (3/4) of the lots represented at a meeting called for the purpose of amending the restrictions and only with the consent of Ridenour Road Development Company.

B. After thirty (30) of the lots are transferred to parties other than Ridenour Road Development Company, these restrictions may be amended by the affirmative vote of three-fourths (3/4) of the lots represented at a meeting called for the purpose of amendment of the restrictions.

C. Any amendment of these restrictions relative to the removal of the gates at the east and west end of Reserve A also identified on the plat as Morgan Lane be approved by the affirmative vote of nine-tenths (9/10th) of the lots represented at a meeting called for the purpose of amendment to the restrictions.

**Section 4. Designee Defined:**

A. The word "designee" as used in the foregoing restrictions shall mean any person, committee, firm or corporation expressly designated by Ridenour Road Development Company, to act for it.

B. Ridenour Road Development Company shall, upon transfer of the last lot from its ownership, appoint the Association as its designee under these restrictions for the purpose of approving all items previously reserved to Ridenour Road Development Company or its designee including but not limited to: Fence approval (Article I, Section 13 D(2)); Lot Maintenance (Article I, Section 15 A, B, C and D); Utility easements (Article I, Section 17). Provided, however, that the following shall terminate: Approval of building plans (Article I, Section 12 A, B and C); Driveway approval (Article I, Section 13 E); Elevation approval (Article I, Section 13 F 2); Builder approval (Article I, Section 14); Setback Line modification (Article I, Section 20 B); Nuisance Abatement (Article III, Section 1)

**Section 5. Paragraph Heading:**

The paragraph headings are intended for convenience only and are not intended to be a part of these restrictions or in any way to define, limit, describe the scope or intent of the particular section to which they refer.

**Section 6. Effect of Invalidation:**

If any provision of these restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**Section 7. Approvals:**

Any approvals required under these restrictions shall be deemed granted if not disapproved within thirty (30) days after submission of a written request for approval to Ridenour Road Development Company or its designee.

End.

11/02/93