

Planning Commission
CITY HALL COUNCIL CHAMBERS
AGENDA OF DECEMBER 9, 2025
7:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Regular meeting minutes of November 12, 2025

CORRESPONDENCE

Administrative Approvals

1. PPZ2024-0390 Wild Bill's Tobacco of North Ridgeville, LLC, 32327 Cook Rd, Unit 2
Approval of a Certificate of Zoning Compliance for a tobacco retailer.
2. PPZ2025-0393 Random Apocalypse Comics & Collectibles, 32660 Center Ridge Rd
Approval of a Certificate of Zoning Compliance for retail, collectibles.

OLD BUSINESS

NEW BUSINESS

1. PPZ2025-0392 Ridgefield Subdivision, PPN: 07-00-001-000-473
Applicant: Keith Filipkowski/Pulte Homes of Ohio Corp., 387 Medina Rd, Suite 1700, Medina, OH 44256. Owner: Bob Schmitt Homes, Inc., 9095 Gatestone Rd, North Ridgeville, OH 44039. Proposal consists of an amendment to the preliminary plan.
2. O 2025-154 An Ordinance Suspending By-Right Cluster Subdivisions in the R-1 Residence District and Amending Chapters 1250, 1280 and 1282 of the North Ridgeville Zoning Code.
(Introduced by Mayor Corcoran; First reading on 11-17-2025)
3. O 2025-157 An Ordinance Amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.
(Introduced by Mayor Corcoran; First reading on 11-17-2025)

4. O 2025-159 An Ordinance Vacating a Portion of Aspen Street.
(Introduced by Mayor Corcoran; First reading on 11-17-2025)

ADJOURNMENT

**NORTH RIDGEVILLE PLANNING COMMISSION
MINUTES OF REGULAR MEETING
WEDNESDAY, NOVEMBER 12, 2025**

CALL TO ORDER

Vice-Chairman Schumann called the Planning Commission meeting to order with the Pledge of Allegiance at 7:00 PM.

ROLL CALL

Present were members Frank Toth, Steve Ali, Council Liaison Bruce Abens, Vice-Chairman Paul Schumann and Chairman James Smolik.

Also present were Assistant Law Director Toni Morgan, Planning & Development Director Kimberly Lieber and Deputy Clerk of Council Tina Wieber.

MINUTES

Chairman Smolik stated that the Commission had received the regular meeting minutes of October 14, 2025 and asked if there were any corrections. Hearing none, the minutes were approved as submitted.

CORRESPONDENCE

Administrative Approvals

1. PPZ2025-0387 The UPS Store, 34297 Center Ridge Rd
Approval of a Certificate of Zoning Compliance for postal, packing and shipping services.

Chairman Schumann asked Director Lieber to discuss the administrative approvals.

Director Lieber stated that she had just one administrative approval for a new business, The UPS Store, since the last meeting.

OLD BUSINESS

- O 2025-110 **An Ordinance amending Sections 1266.02, 1268.02, 1270.02, and ~~1272.04~~ of the North Ridgeville Zoning Code to update use regulations for automobile service station and gasoline station, as amended.**
(Introduced by Councilman Abens; First Reading on 07-21-2025; Council referred to Planning Commission and Building and Lands on 07-21-2025; to Building and Lands on 08-18-2025; to Planning Commission on 09-09-25; Council approved PC extension on 09/15/2025; to Planning Commission on 10-14-2025)

Ordinance was read.

Chairman Smolik asked Director Lieber if she wanted to discuss the legislation.

Director Lieber stated that at the last Planning Commission meeting, there was discussion by the members in regard to some of the concerns that had been expressed by staff that the one-mile radius of gas stations could function as prohibition against any new gas station in the city. She explained that when we they left that meeting there was the idea of pursuing more of a half mile radius for certain districts and possibly taking the B-4 district out since it was really a district that was focused on serving the motoring public, so imposing a radius would be really not in line with the intent of that district. She stated to then also to clarify what was an accessory to versus a main use gas station and that one of the clarifications she also wanted to make was not just if a gas station was existing at the time the ordinance went into effect and became nonconforming, could it be reconstructed, just because they had seen that happen in the region as some brands update their buildings and their properties. She discussed that the version before them was what she drafted based upon what she thought she heard the Commission say. She was aware that there might not be unanimous agreement, so there was still room for discussion and debate, but it added in the B-2, which was proposed at the last meeting but she refined the language around the separation and how the separation did not apply where the automobile service station was an accessory use and then gave three different standards of what would constitute accessory use. She explained that the changes in the B-3 District again would be to change the one mile spacing to the half mile and then also to add those clarifying those accessory use definitions and she struck out the B-4 from the ordinance and then maintained the strikeout of B-5 which was included in the original version and then added a Section 4 at the end that just says that legally established active non-conforming gas stations may be reconstructed on the same lot following demolition, just to clarify that if there should be a remodel, that gets so far as removing the building and rebuilding the building. She mentioned that there was still much room for the Planning Commission to debate and discuss, but those were the changes that were made based on the 1/2 mile spacing. She added that there were certainly more sites in the city that could be constructed than there was under the one-mile, which was all but almost entirely prohibitive, except for one or two locations.

Assistant Law Director Morgan stated that the changes that she heard go toward addressing some of the concerns she had but at this point she would say as far as the Commission went, if they were satisfied that those changes left enough room for the building of gas stations, new gas stations with the half mile radius, then that would address that concern. She mentioned that the other concern was, is there a reasonable distinction between what was an accessory use and the more free-standing ones and just treating those differently made sense in that case then addresses one of the concerns she had as well. She stated that as they went forward, she would ask them to consider whether those were sufficiently addressed by the changes that they were seeing.

Chairman Smolik asked if there any members of the audience that wanted to comment on the issue brought before the Commission.

Council Liaison Abens stated that the reason he introduced the legislation was due to traveling along Center Ridge and all the gas stations that they had there and trying to prevent that situation from occurring on some of the other throughways. He explained that some of the changes that had been made were changes that made it more palatable and didn't affect the values of any other properties. His main concern was down the road, and Lorain Road was wide open for numerous gas stations if they didn't put some type of restrictions on it and the one thing he had noticed was that they didn't need that many more gas stations right now. He commented that yes, on the western end of North Ridgeville, they probably could use a couple of gas stations, but again, with the regulations as written there, they could still get that particular area serviced. He mentioned that what came to mind was at the corner of Lorain and 83, in the corner of Sugar Ridge and 83, all those could still within the stay outside that half mile

radius and they could put in gas stations at that point as well. He indicated that he had heard rumors about a gas station at Chestnut and the 83 extension, that somebody was interested in putting a gas station there and the one piece of land there, he thought it was B-3, it was it was changed years ago for a hospital clinic that never got built, they could possibly use a gas station there and it would still allow gas stations in areas of need. He said that it would still limit gas stations where they just weren't needed anymore and that also with the provision that if they wanted to put it within that half mile, it would need to be more or less an accessory rather than the main business. That encouraged some of the larger lots that were still available, and it encouraged a more substantial development rather than just a gas station.

Chairman Smolik stated that sitting on Planning Commission, the choices they made now really don't impact the city until many years later, like maybe 20-30 years. He said that he thought it was important that they started thinking about some of those issues that could impact the city down the road, and he thought this was one of them because things were changing. He stated that they were moving away from the single gas station per se to those large development types, where they had a big box store and then some pumps or something to that similar effect. He commented that he thought that was probably the way it was transitioning. He stated that he thought changing the mile to half mile did still allow some parcels still to develop the standalone gas station. He added that he thought it was a good collaboration of all the comments put together, and he liked what he saw.

Member Toth stated that he had a question for the administration. He said that he wanted to speak specifically about Snappy Gas located at the corner of Chestnut and Route 83, and that it was essentially the only gas station serving that quadrant of North Ridgeville. He stated that it was an independent station and was curious if that owner/operator decided to close that gas station, would one have to wait one year in order to build another gas station somewhere within that half mile. He asked if they would have wait until that a lot became non-conforming before they could proceed with the construction of another station.

Director Liber commented that that was a good question. She remarked, so if the gas station were to go out of business, the facility itself remained, so it was not demolished and it was still there, but it was closed.

Member Toth stated, say they just shut off their gas distribution, they just operate as a convenience store.

Director Lieber commented that then in the time being before that gas station lost its ability to reopen another gas station were located in 1/2 mile from them.

Member Toth stated that that was correct.

Assistant Law Director Morgan stated that there used to be language about "not used for its purpose" and asked if that had been taken out or changed in any way in "non-conforming uses". Not just that it's physically removed, but it's simply not used for the use that it was originally built for. She stated that she didn't remember the time frame, but she would have to go look it up, but it would become non-conforming if it was not used.

Member Toth stated within a year.

Director Lieber stated that prior to the update, it was a two-year period of time before something became nonconforming, which seemed excessively long, so it was changed to one year. She stated that she couldn't answer his question without further research, but that it was a good question.

Law Director Morgan asked if he was talking about if the same thing wanted to go in there.

Member Toth responded "or within that half-mile radius that that particular legislation would prohibit, would they maintain basically a placeholder spot".

Director Lieber remarked like across the street or on the opposite corner, that was zoned B-3, could a gas station open there, snap these saying they're vacant but not demolished and then six months later new operator comes in and wants to reopen.

Member Toth stated that that was correct.

Council Liaison Abens stated that it would depend on how they closed, if they closed business period because he believed EPA regulations would start taking over, meaning they would have to pull their tanks and that would be within a couple of months of closing. He discussed that if it was a matter of closing and another owner taking over, that would be a different story. He said that if they closed and went bankrupt, and left, they would have to pull their tanks and he didn't think the year was effective at that point, they just had to pull their tanks.

Director Lieber stated that she would think the loss of their tanks would render it not able to be reopened.

Council Liaison Abens stated that that was correct. He mentioned that he believed that when new ownership took over, the EPA again would step in and ask, how old are those tanks in the ground, the new owner may be required to put in new tanks as well.

Assistant Law Director Morgan stated that that might be required, but they knew how fast BUSTER moved.

Council Liaison Abens stated that he understood but he was just saying that based upon that, the year may not apply. He added that if they closed for business purposes or bankruptcy, they would be longer in compliance because they would now get an order pulling tanks.

Member Ali stated that with his Sunoco, BUSTER gave them two years, but that was going back 10 years. He stated that if he had to shoot from the hip stated that it was probably about a year for the Ohio EPA BUSTER.

Council Liaison Abens commented that they give them two years, but they give them the orders to pull those tanks though.

Member Ali stated that he thought it was about a year before they gave the orders.

Director Lieber stated that one nuance was that the Snappy gas example, she didn't know if it was

currently within 1/2 mile of another gas station, but if it were too close, it was not in and of itself non-conforming, yet it could be opened as a gas station again because again it was zoned B-3 and it would not be within 1/2 mile. It would be if another gas station were to come in, that would be the issue as to whether it could reopen. She stated that it was not really a non-conforming issue because that could happen somewhere on Center Ridge where a gas station closed and was non-conforming and then that year mattered more. She stated that if the site was not within a 1/2 mile, there's no nonconformity happening.

Council Liaison Abens discussed that if Snappy decided to close for whatever reason, the ordinance would make the property more valuable to that person who wanted to put a gas station in that area, because now he'll consider taking over that site rather than trying to fight our regulations.

Member Ali stated that once they pulled those tanks the property it looked bad, like a war zone.

Vice-Chairman Schumann asked Member Toth if there was a desire to keep the gas station at that location, if that was what he was saying for a lot of reasons

Member Toth remarked or anywhere in that area to service that side of North Ridgeville because they had nothing there.

Vice-Chairman Schumann asked if he meant that particular site.

Member Toth stated that he was more concerned about them closing and being a placeholder for one year. He discussed that they didn't even need to close, they could just quit selling gas, and you couldn't put another station within a half of a mile.

Member Ali stated that from personal experience, once those tanks were removed that property was like a nuclear landfill. You might as well sell the land full of tires because nobody will want that property.

Council Liaison Abens stated that that was one of the reasons for the legislation because they had a number of gas stations along Center Ridge or areas that were gas stations. He stated that he could point to the corner and that was one of the reasons why you would want to limit gas stations, because if a gas station went in there, it would be a gas station site for probably the next 50 to 100 years and that's why we want to try and limit gas station development. He mentioned that he was sorry that he couldn't find it but he did have it, he had a picture of the corner over on 83 and Center Ridge from 1947 that showed a Gulf Gas Station and a parade going by it and guess what, they still can't build over there because of that Gulf Gas Station. He mentioned that now they did have a grant to clean and reclaim, but that was the second one and he had heard all kinds of stories about the owner of that station. He stated that the point was that they needed to limit gas stations and that he was looking 50 years down the road and he would sure like the city to have more than just gas stations or abandoned sites because, "it used to be a gas station" or "we can't do anything with it". He stated that he grew up in Parma and they had a gas station on just about every corner, and those corners are dead sites.

Vice-Chairman Schumann stated that one of the biggest issues that he had with the legislation originally a month ago was what Mr. Toth brought up about the west side of town being so underserved and he thought there was a lot of room for a gas stations and a lot of other stuff on the west End of town. He discussed that he thought the half of a mile was a lot more appropriate and he was a lot more

comfortable with it. He commented that he wasn't really sure about Member Toth's issue, but he was comfortable with the legislation now.

Chairman Smolik asked if there were any other questions or concerns.

None were given.

Moved by Abens and seconded by Ali to approve the legislation.

A roll call vote was taken and the motion carried.

Yes – 4 No – 1 (Toth)

O 2025-145 An Ordinance providing for the renaming of Thibo Trail to Orchard Park Drive.
(Introduced by Mayor Corcoran; First Reading on 11-03-2025)

Ordinance was read.

Chairman Smolik asked Director Lieber if she wanted to discuss the legislation.

Director Lieber explained that the legislation was initiated as a petition by the developer and that the applicant had requested the name change of Thibo Trail. She discussed that they indicated due to frequent misspellings or mispronunciations Thibo Trail, the applicant had considered Ridgewood Way as an alternate name, but Planning Commission noted that there could be some potential confusion as there is an existing mobile home community off of Center Ridge Road. She stated that she knew that they had an Orchard Lane and an Orchard Grove Court already, but Orchard Park Drive seemed sufficiently distinct to avoid that confusion. She said that there had also been raised the issue of just the entrance being a driveway and also a private street and where the street name should start, so she thought critically Planning Commission should confirm through this process where the street name Orchard Park Drive would begin as it did not begin right at that intersection at 83. Those homes existing on the entrance drive are Avon Belden addresses and it would be confusing to have a street name sign right at that. For that driveway intersects with Avon Belden when it comes to deliveries or other kinds of response. So having a development sign there that would identify the development she thought was appropriate, but having the street name sign would not be appropriate until the point the street started, which would be at the bend once it entered into the site and then traveled past those existing single family homes and then into the development, so I she suggested that this process, they defined where that street name should start and then also make sure it was distinct from those existing homes that were on Avon Belden.

Assistant Director Morgan stated that it just occurred to her and wasn't an issue that she had looked at previously, but she thought they were encouraged to have a street have one name the whole length of it. She mentioned that the procedure for name changing either for a street or an alley and looking at our definitions and it didn't doesn't fit the definition for an alley that we have because an alley is something to provide access to the rear or the side of lots and not intended for the purpose of through vehicular traffic, so it's not an alley. She stated that if they wanted to approve a name change, then they would have to call it a street, and it seemed unusual to her to have a street name change halfway through or where exactly it would change. She asked if it would be Thibo Trail for how far in.

Director Lieber stated that it would not be Thibo Trail at all. She discussed that there were subdivisions throughout North Ridgeville where the name changes on the bend.

Assistant Law Director Morgan stated they have had an ordinance that says it shouldn't, but she was correct. She stated that she thought they were going to name it the same all the way through, but it's something to consider whether the Commission thought it was an appropriate thing to do and they had to be satisfied that it is indeed a street.

Chairman Smolik asked if there was anyone in the audience that wished to comment or had questions in regard to the application.

Holly Swenk, 36259 Center Ridge, North Ridgeville, OH 44039

Ms. Swenk stated that the issue she had was with the people who own the homes that were currently on 83 and stated that they would have to change their trusts and their mortgages. She stated that the USPS would have to be all changed and asked who would pay for that change if they were to rename it starting at 83. She stated that she did not want them to have to go through that hassle as homeowners.

Chairman Smolik asked if there were any other questions or comments from the audience.

Mallory Mazurek, SLK Capitol Holdings LLC, 27106 E Oviatt Rd, #40411, Bay Village, OH 44140

Ms. Mazurek Stated that she was representing the landowner and developer at Richfield Farms and confirming what Director Lieber stated, the existing homes would maintain their address as Avon Belden as the current plan showed and shown on the street sign starting at the bend and that currently would be Thibo Trail but they would like it to change to Orchard Park Drive.

Chairman Smolik stated that it was his understanding that none of the addresses on Avon Belden wanted to change their address, they wanted to keep it the same. He asked what emergency services comments were on it and asked what they would like to see for mutual aid because mutual aid was a big thing for someone from another city coming in.

Director Lieber stated that their comment to the city engineer was that they use their GPS system and they punch in an address and then they go, so as long as they're not looking at street signs to navigate their way to an emergency, so as long as the houses are and the units are properly addressed, they will find their way there.

Vice-Chairman Schumann commented that it was a private street, so essentially, it's a big driveway, right.

Director Lieber stated that it wasn't a private driveway, it was a private street.

Vice-Chairman Schumann stated that he didn't know why they would have a have a problem with changing the name and leaving those addresses on 83, he remarked that he didn't see an issue.

Chairman Smolik stated that he was a little confused. He said that if the street name was changed, we'll

call it the north-south leg, the United States Postal Service wants them to change their address then and asked if that was what he was hearing.

Director Lieber stated that she did not believe that the post office wanted them to change their addresses, and she didn't know what happened with Lorain County, but the post office accepts addresses from the Building Official. Lorain County has been showing that stretch in front of the Avon Belden houses as Thibo Trail, but the city is unsure as to how they got that information because it was not provided as part of the recorded plat because it didn't have street names on it at the time. So that's a bit of a mystery that will have to be corrected with Lorain County, but the post office has not changed though. She explained that if you clicked on those individual homes, the address, the street name has not changed, and they were still listed as Avon Belden. She commented that they just wanted to ensure that our records, the mapping, the post office, everything is saying the same thing, that those continue to be Avon Belden addresses and that the bend is where the new street begins and from that point forward all the addresses would be the Orchard addresses.

Chairman Smolik stated that the consensus seemed to be that no one really has an issue with the name change, it was more or less the limits. He mentioned that it sounded like the administration preferred where it went from north to south to bends to east to west, that was where they think the name change should occur and then the rest would be just an unnamed private road. He asked if that was the way they looked at it.

Director Lieber stated that that was correct.

Chairman Smolik commented that emergency services would have an address still as Avon Belden for wayfinding they would still be able to find that. He asked if those people had any issues getting any mail and remarked that they had always been that way since the overpass went in, so nothing had really changed. He asked if there were any other further questions or comments.

Member Ali stated that he agreed with Paul and where it stopped and with what Holly said regarding fees and the process.

Moved by Smolik and seconded by Ali to approve the legislation for the renaming of Thibo Trail to Orchard Park Drive with the limits starting where that private drive starts to go east to west and for the people on that private street north to south will have no name change and will still have an Avon Belden address.

A roll call vote was taken and the motion carried.

Yes – 5 No – 0

NEW BUSINESS

ADJOURNMENT

Vice-Chairman Schumann adjourned the meeting at 7:35 PM.

James Smolik
Chairman

Tina Wieber
Deputy Clerk of Council

Tuesday, December 9, 2025
Date Approved

DRAFT

Planning Commission Application



SUBMITTAL INSTRUCTIONS AND PROCEDURES

Plan reviews will be carried out according to the processes described in the City's Zoning Code.

- **Pre-Application.** Prior to making application, applicants are recommended to contact the city to discuss their development project. City staff will outline the review process and provide a checklist of required submittals.
- **Application Submittal.** Following the pre-application meeting, the applicant shall submit this completed application, fee and ten (10) sets of all required exhibits. All submissions shall be made in hard copy to the Building Division. Plans shall be collated, folded and easily legible.
- **Staff Review.** The applicant shall attend a staff review meeting and may be required to submit additional information and/or revised plans based on staff input.
- **Variations.** Where zoning variations are sought by the applicant, review by the Board of Zoning and Building Appeals will be necessary prior to consideration by the Planning Commission, requiring a separate application.
- **Decision or Referral.** Following staff review, complete submittals for Administrative Review projects may be considered for approval. For Council Review projects, complete submittals shall be referred to the next available Planning Commission meeting, which are held the second Tuesday of each month.

PROJECT INFORMATION

Ridgefield Subdivision 07-00-001-000-473
 Location address Parcel number(s)

Project type: Commercial/Industrial/Multi-Fam Prelim Major Subdivision Final Major Subdivision Lot Split
 Project elements: New Construction Building Addition/Alteration Site Improvements Plat

Development of Phase 19 & 20
 Project description

APPLICANT/AGENT INFORMATION

Keith Filipkowski/Pulte Homes of Ohio, Corp.
 Name/Company

387 Medina Road, Suite 1700, Medina, OH 44256
 Applicant address

[Redacted] [Redacted]
 Applicant phone Applicant email


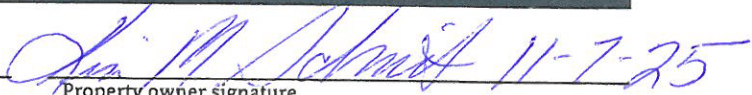
PROPERTY OWNER INFORMATION

Bob Schmitt Homes, Inc.
 Name/Company

9095 Gatestone Road, North Ridgeville, OH 44039
 Property owner address

N/A N/A
 Property owner phone Property owner email

AUTHORIZATION AND ACKNOWLEDGEMENT

  11-7-25
 Applicant signature Property owner signature

I hereby authorize the City of North Ridgeville, including Planning Commission members, to view the premises and consent to their entry onto the property for the purpose of observing site conditions related to review of my application.

OFFICE	PPZ No.	Planning Fee Paid	ACTION	
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PROJECT INFORMATION

Ridgefield Subdivision	
Proposed project	
Preliminary Phases 19 & 20	07-00-001-000-473
Location	Parcel number
December 9, 2025	November 26, 2025
Meeting date	Comments due

RECOMMENDATIONS

Type comments here. Attach additional sheets as necessary.

Preliminary Plan Review

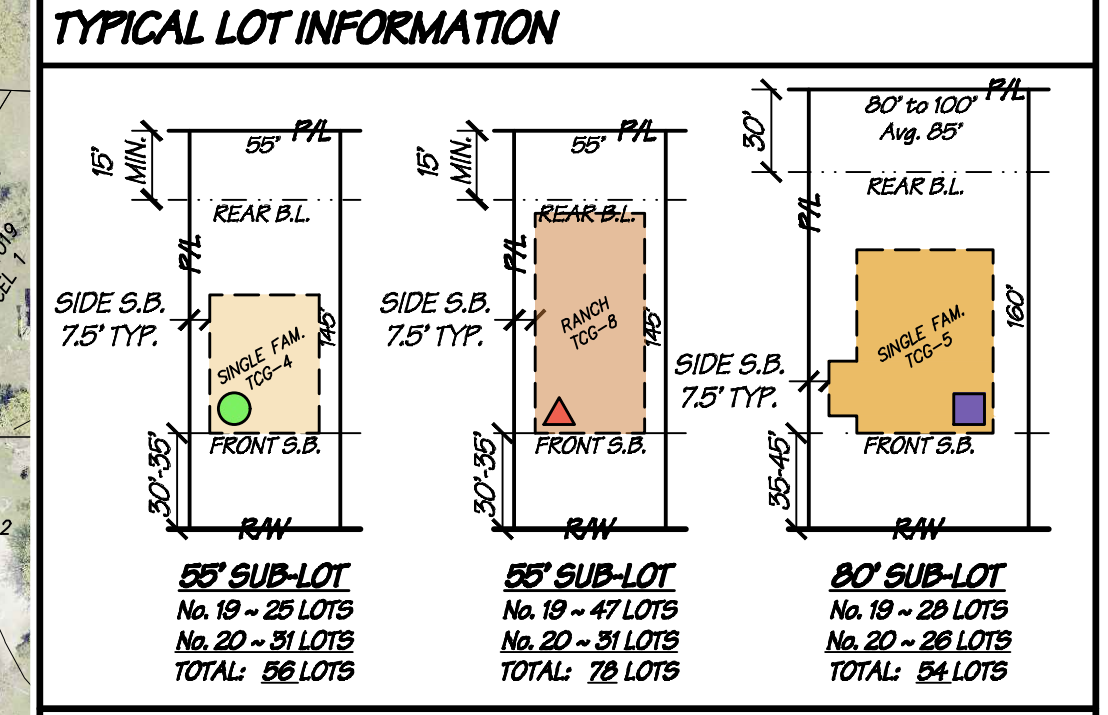
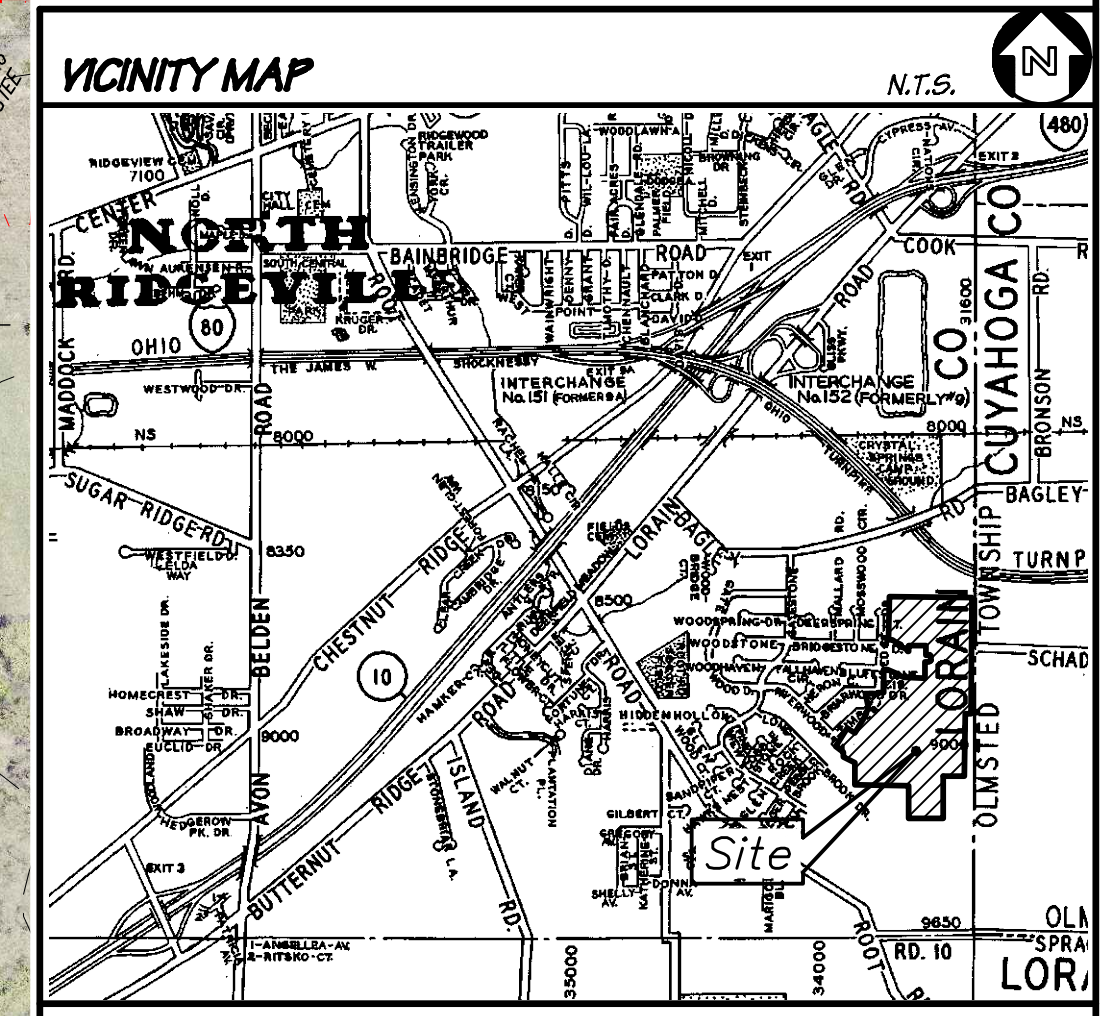
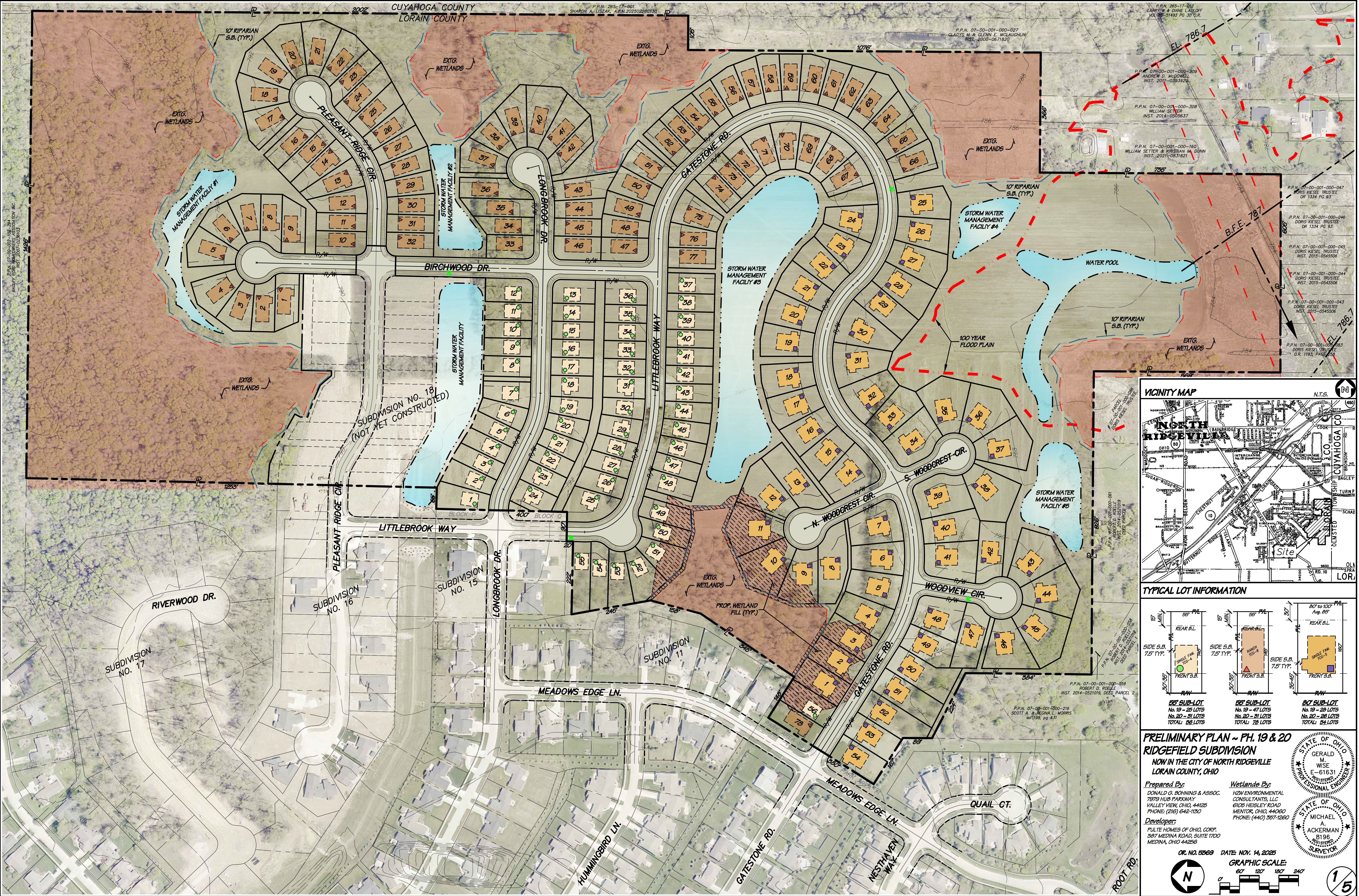
- 1282.11 (b)(2) In the Model Home Park area S/L 56 Cluster Dwelling shall be 35 feet from S/L 1 side property line.
- 1282.11 (c)(2) Single Family corner lots shall have 95 feet of width.
- All sublots need to be numbered consecutively all the way to S/L 980.

SUBMITTED BY

Guy M. Fursdon
 Administrative officer signature

Chief Building Official
 Title

Planning Commission Bylaws Article V Section 2 – Administrative Review. All applications including those plans and maps submitted to the Commission shall be referred to Administrative Officers. Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Secretary not later than ten (10) calendar days after receipt. Administrative Officers who have not acted within the allotted time shall be deemed to have concurred with plans as submitted.



PRELIMINARY PLAN ~ PH. 19 & 20
RIDGEFIELD SUBDIVISION
 NOW IN THE CITY OF NORTH RIDGEVILLE
 LORAIN COUNTY, OHIO

Prepared By:
 DONALD G. BOHNING & ASSOC.
 7879 HUB PARKWAY
 VALLEY VIEW, OHIO, 44125
 PHONE: (216) 642-1130

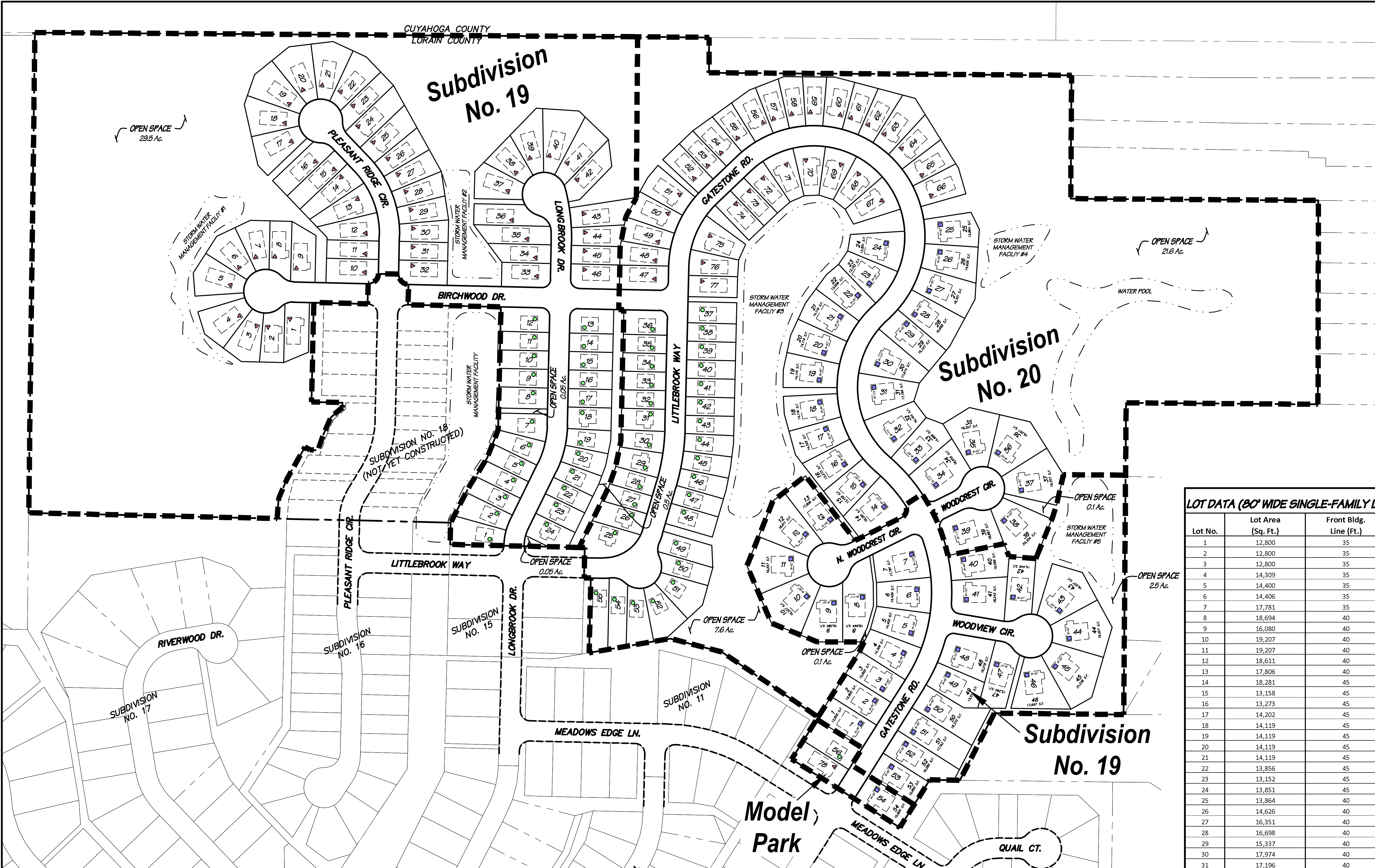
Wetlands By:
 H2V ENVIRONMENTAL
 CONSULTANTS, LLC
 6105 HEISLEY ROAD
 MENTOR, OHIO, 44060
 PHONE: (440) 397-1260

Developer:
 FULTE HOMES OF OHIO, CORP.
 397 MEDINA ROAD, SUITE 1700
 MEDINA, OHIO 44256

OR. NO. 53669 DATE: NOV. 14, 2025
 GRAPHIC SCALE: 1" = 60'

Professional Engineer:
 GERALD W. WISE
 E-61631
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF OHIO

Professional Surveyor:
 MICHAEL A. ACKERMAN
 8196
 REGISTERED SURVEYOR
 STATE OF OHIO



LOT DATA (80' WIDE SINGLE-FAMILY LOTS ~ TCG5)

Lot No.	Lot Area (Sq. Ft.)	Front Bldg. Line (Ft.)	Lot Width at Bldg. Line (Ft.)
1	12,800	35	80
2	12,800	35	80
3	12,800	35	80
4	14,209	35	98
5	14,400	35	99
6	14,406	35	99
7	17,781	35	129
8	18,694	40	117
9	16,080	40	82
10	19,207	40	82
11	19,207	40	82
12	18,611	40	82
13	17,806	40	98
14	18,281	45	125
15	13,158	45	80
16	13,273	45	80
17	14,202	45	80
18	14,119	45	80
19	14,119	45	80
20	14,119	45	80
21	14,119	45	80
22	13,856	45	80
23	13,152	45	96
24	13,851	45	102
25	13,864	40	80
26	14,626	40	80
27	16,351	40	80
28	16,698	40	80
29	15,337	40	80
30	17,974	40	124
31	17,196	40	124
32	16,165	40	119
33	14,899	40	80
34	18,655	40	113
35	19,207	40	82
36	19,207	40	82
37	19,207	40	82
38	20,304	40	82
39	18,887	35	113
40	15,099	35	80
41	18,242	35	103
42	14,448	40	87
43	19,207	40	82
44	19,207	40	82
45	21,036	40	82
46	17,697	40	82
47	15,290	40	87
48	16,278	35	103
49	13,514	35	80
50	18,370	35	80
51	17,193	35	80
52	16,080	35	80
53	12,800	35	80
54	12,800	35	80

ZONING INFO: CHAPTER 1282 SINGLE-FAMILY DETACHED CLUSTER

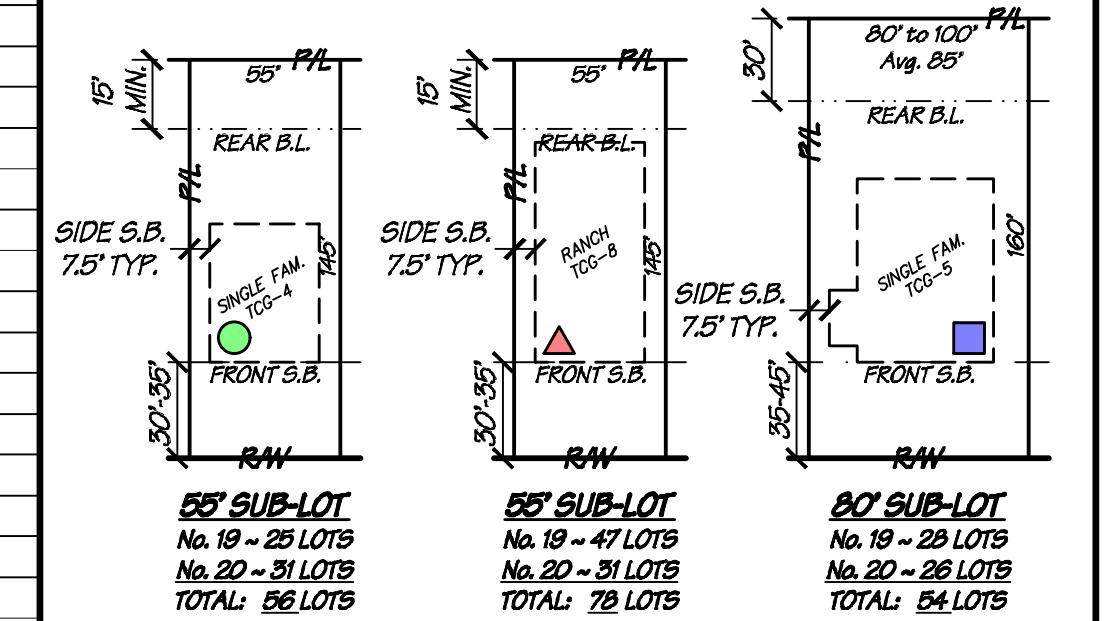
ITEM	CODE	CODE	PROP.
AREA	Min. 25 Ac.	-	523.5 Ac.
DENSITY	Max. 2.3 Un./Ac.	523.5 Ac. x 2.3 = 1,204 Units	980 1,87 Un./Ac.
OPEN SPACE CLUSTER LOTS	20% Min.	523.5 Ac. x 0.20 = 104.7 Ac.	158.7 Ac.
DET. SINGLE FAM. LOTS	65%	1,204 Un. x 0.35 = 421 Lots	421 Lots

AREA CHART:

SUBD.	Total Acres	Open Space	%	Single Fam. Lot	Cluster Lot
* 1-18	* 399.5	* 96.7	* 17.96%	* 505	* 287
19	66.7	32.7	129.4-27.8%	28	47
20	57.3	29.3	158.7-30.3%	26	31
TOTAL:	* 523.5	158.7	30.3%	559	421

* INFORMATION SUPPLIED BY BOB SCHMITT HOMES, INC.

TYPICAL LOT INFORMATION



PRELIMINARY PLAN ~ PH. 19 & 20 RIDGEFIELD SUBDIVISION

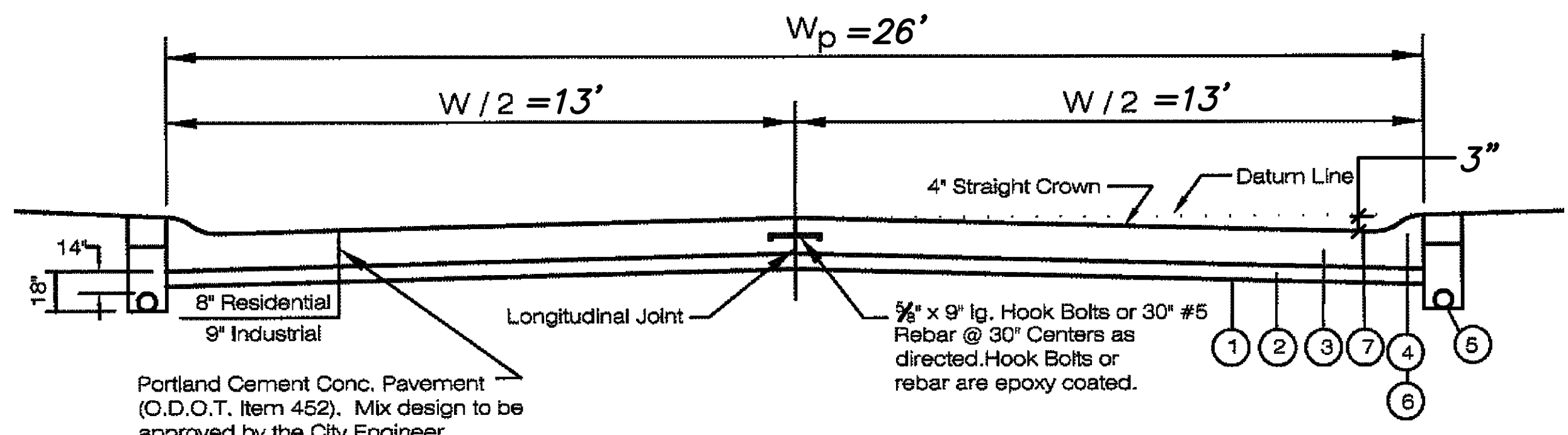
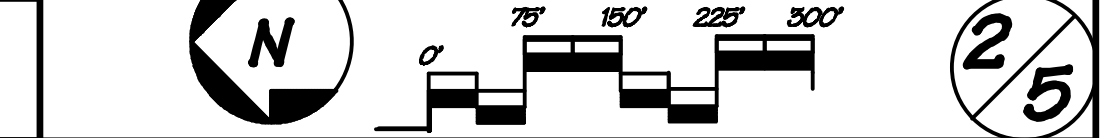
NOW IN THE CITY OF NORTH RIDGEVILLE LORAIN COUNTY, OHIO

Prepared By: DONALD G. BOHNING & ASSOC., INC. 7979 HUB PARKWAY VALLEY VIEW, OHIO, 44125 PHONE: (216) 642-1130

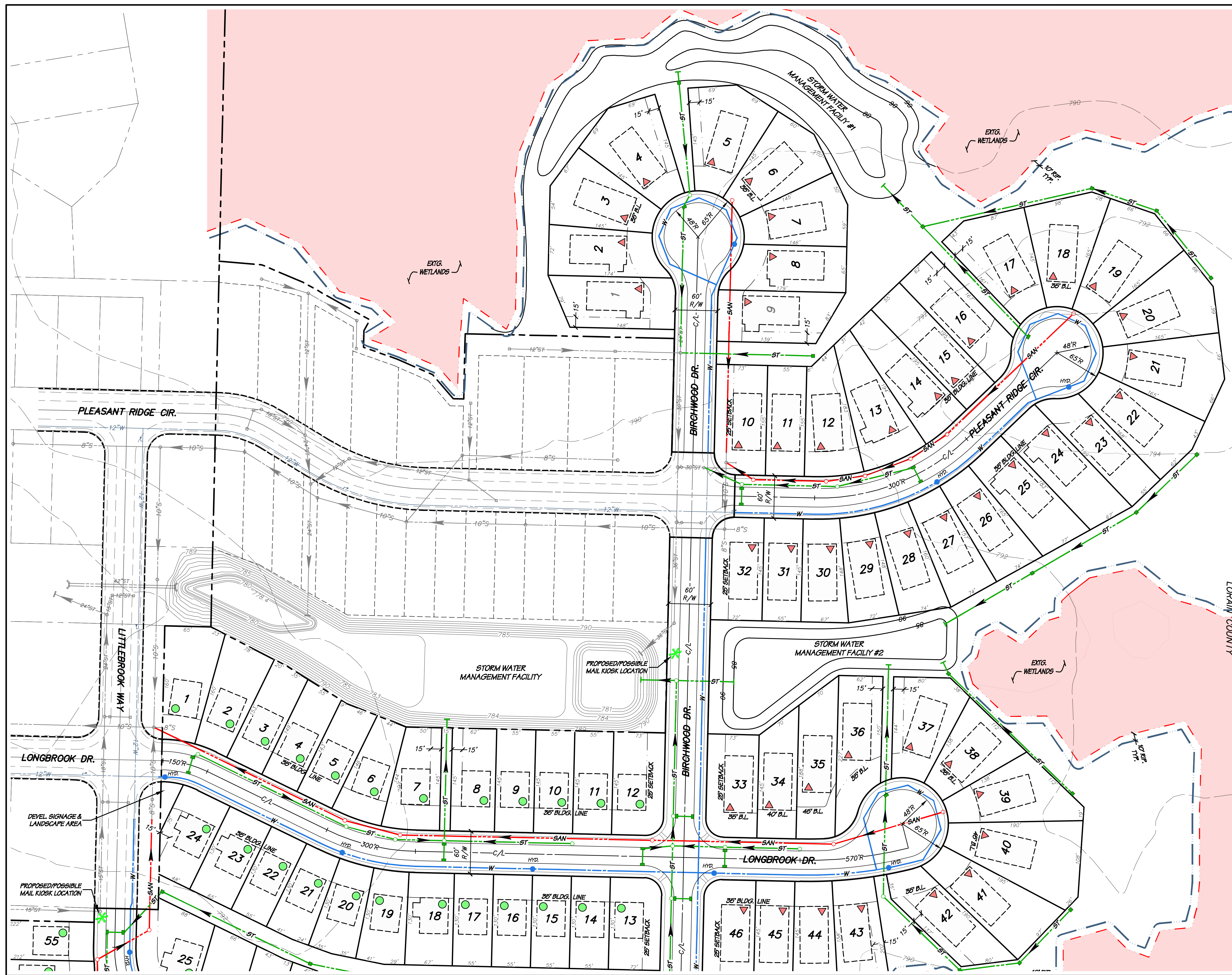
Wetlands By: HWZ ENVIRONMENTAL CONSULTANTS, LLC 6105 HEISLEY ROAD MENTOR, OHIO, 44060 PHONE: (440) 357-1260

Developer: FULTE HOMES OF OHIO, CORP. 397 MEDINA ROAD, SUITE 1700 MEDINA, OHIO 44256

OR. NO. 53669 DATE: NOV. 14, 2025 GRAPHIC SCALE: 1" = 75' 150' 225' 300'



- LEGEND**
- ① ODOT ITEM 204 - SUBGRADE COMPACTION
 - ② ODOT ITEM 304 - AGGREGATE BASE, 4" TH MIN.
 - ③ ODOT ITEM 452 - NON-REINFORCED CONCRETE PAVEMENT THICKNESS 8" MIN. RESIDENTIAL THICKNESS 9" MIN COMMERCIAL INDUSTRIAL
 - ④ ODOT ITEM 609 - TYPE 3 CONCRETE CURB
 - ⑤ ODOT ITEM 605 - 4" UNDERDRAIN
 - ⑥ ODOT ITEM 609 - TYPE 2 CONCRETE CURB FOR ARTERIALS, COLLECTORS, COMMERCIAL AND INDUSTRIAL
 - ⑦ SPECIAL - "SILENCURE" CURING AND SEALING COMPOUND PRODUCED BY CHEMMASTERS 300 EDWARDS STREET, MADISON, OHIO WWW.CHEMMASTERS.NET



SYMBOL LEGEND:

	CATCH BASIN		STORM MANHOLE		CURB INLETS		STORM SEWER
	SANITARY MANHOLE		SAN		SANITARY SEWER		WATER MAIN
	HYDRANT		MAIL KIOSK (CBU)				

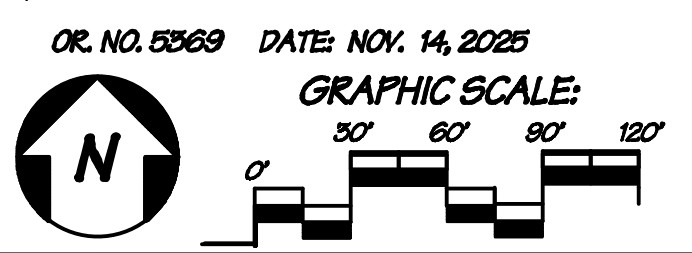
CUYAHOGA COUNTY
LORAIN COUNTY

**PRELIMINARY PLAN ~ PH. 19 & 20
LAYOUT PLAN & UTILITY SCHEMATIC
RIDGEFIELD SUBDIVISION
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO**

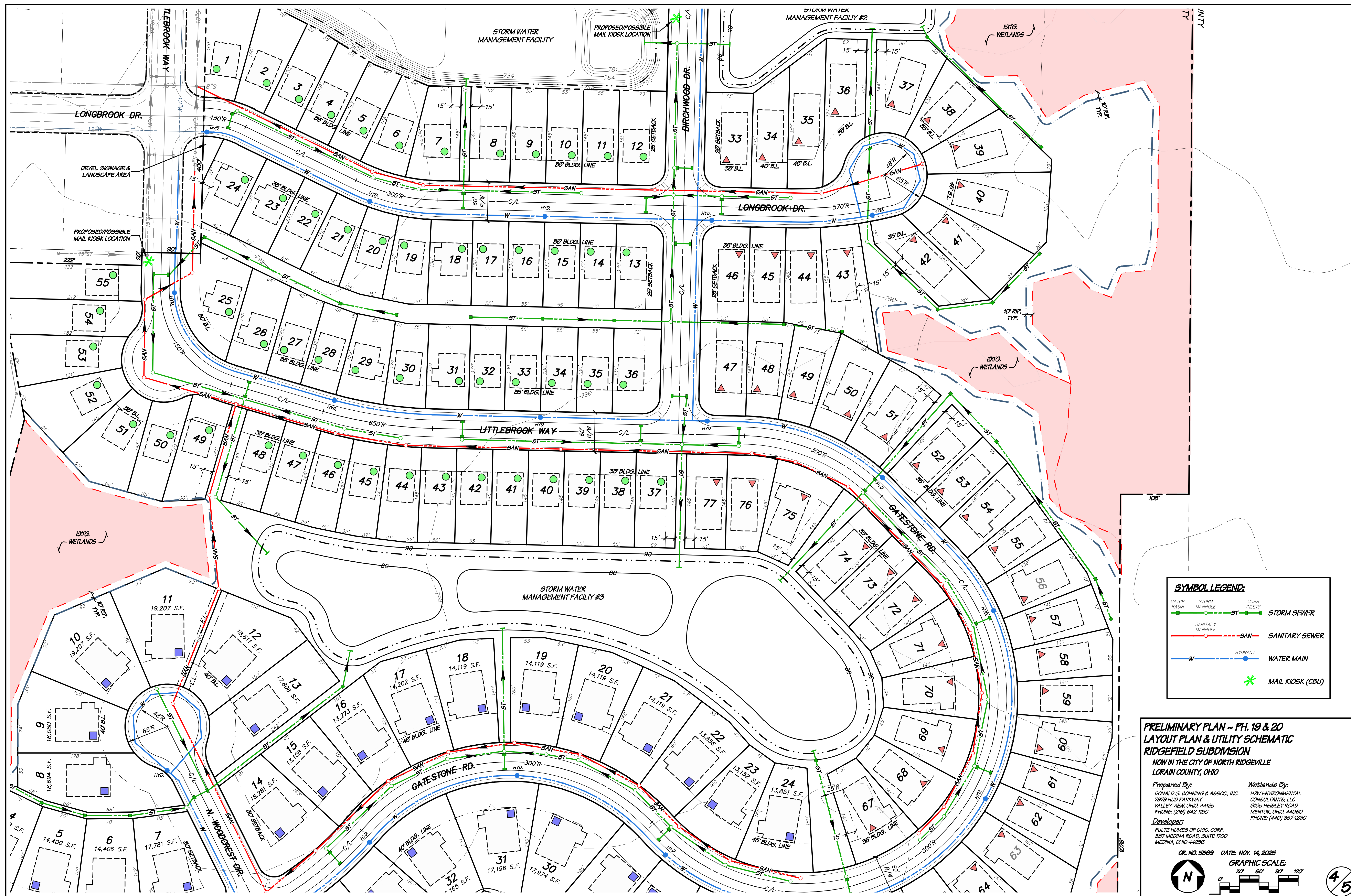
Prepared By:
DONALD G. BOHNING & ASSOC., INC.
7979 HUB PARKWAY
VALLEY VIEW, OHIO, 44125
PHONE: (216) 642-1130

Wetlands By:
H2W ENVIRONMENTAL
CONSULTANTS, LLC
6105 HEISLEY ROAD
MENTOR, OHIO, 44060
PHONE: (440) 357-1260

Developer:
FULTE HOMES OF OHIO, CORP.
397 MEDINA ROAD, SUITE 1700
MEDINA, OHIO 44256



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SYMBOL LEGEND:

	CATCH BASIN		STORM MANHOLE		CURB INLETS		STORM SEWER
	SANITARY MANHOLE		SAN		SAN		SANITARY SEWER
	W		HYDRANT		W		WATER MAIN
							MAIL KIOSK (CBU)

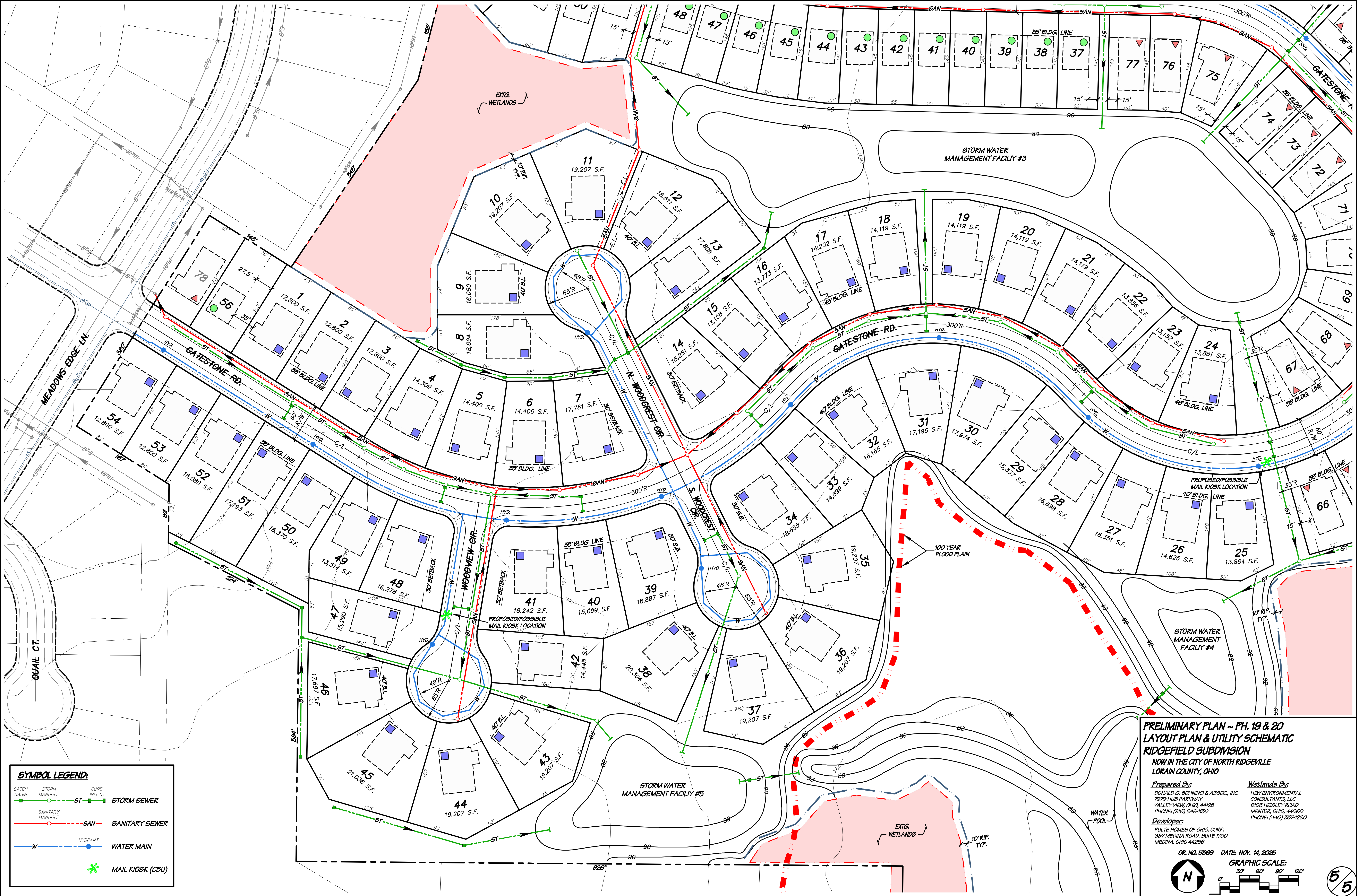
**PRELIMINARY PLAN ~ PH. 19 & 20
LAYOUT PLAN & UTILITY SCHEMATIC
RIDGEFIELD SUBDIVISION
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO**

Prepared By:
DONALD G. BOHNING & ASSOC., INC.
7879 HUB PARKWAY
VALLEY VIEW, OHIO, 44125
PHONE: (216) 642-1130

Wetlands By:
H2V ENVIRONMENTAL
CONSULTANTS, LLC
6105 HEISLEY ROAD
MENTOR, OHIO, 44060
PHONE: (440) 357-1260

Developer:
FULTE HOMES OF OHIO, CORP.
387 MEDINA ROAD, SUITE 1700
MEDINA, OHIO 44256

OR. NO. 53669 DATE: NOV. 14, 2025
GRAPHIC SCALE:
0 30 60 90 120



SYMBOL LEGEND:

**PRELIMINARY PLAN ~ PH. 19 & 20
LAYOUT PLAN & UTILITY SCHEMATIC
RIDGEFIELD SUBDIVISION
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO**

Prepared By:
DONALD G. BOHNING & ASSOC., INC.
7979 HUB PARKWAY
VALLEY VIEW, OHIO, 44125
PHONE: (216) 642-1130

Wetlands By:
H2V ENVIRONMENTAL
CONSULTANTS, LLC
6105 HEISLEY ROAD
MENTOR, OHIO, 44060
PHONE: (440) 357-1260

Developer:
FULTE HOMES OF OHIO, CORP.
397 MEDINA ROAD, SUITE 1700
MEDINA, OHIO 44226

DR. NO. 53669 DATE: NOV. 14, 2025
GRAPHIC SCALE:
0 30 60 90 120
5/5

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Doc ID: 023880740032 Type: OFF
Kind: DECLARATION
Recorded: 04/04/2023 at 09:13:34 AM
Fee Amt: \$278.00 Page 1 of 32
Lorain County, Ohio
Mike Doran County Recorder
File **2023-0911397**

**THE RIDGEFIELD
HOMEOWNERS ASSOCIATION**

**THE RIDGEFIELD
SUBDIVISION**

AMENDED AND RESTATED

**DECLARATION OF COVENANTS,
RESTRICTIONS & EASEMENTS**

NORTH RIDGEVILLE, OHIO

Revised March 22, 2023

*OR Vol. 1372 Pg. 626
1996-0431558*

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OF
"THE RIDGEFIELD SUBDIVISION"

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS & EASEMENTS
OF
THE RIDGEFIELD SUBDIVISION**

WHEREAS, Bob Schmitt Homes, Inc., a successor in interest to Ridgefield Homes, Inc., its successors or assigns, as the Owner and Developer of the parcels of land, which are further described in the Plats and Phases described below and known collectively as The Ridgefield Subdivision, is developing said property pursuant to a general plan of residential development and does intend that these uniform Covenants, Restrictions & Easements attach to and run with the land; and,

WHEREAS, all prior Declarations and Covenants, Restrictions & Easements and all amendments thereto are hereby merged into this document and the provisions of this document shall govern in all respects. Any conflict between the provisions of this document and any other provisions of the Bylaws, and any rules and regulations will be interpreted in favor of this document regarding the cost of enforcement. The invalidity of any part of this document does not impair or affect in any manner the validity or enforceability of the remainder of this document and,

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 1, which has been recorded in Volume 55 Page 45 et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply and,
(1995-0364037)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 2, which has been recorded in Volume 57, Page 70 through 73, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(1996-0431557)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 3, which has been recorded in Volume 62, Pages 51 and 52, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions, & Easements apply; and,
(1999-0591312)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 4, which has been recorded in Volume 63, Pages 48 through 51, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(1999-0635189)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 5, which has been recorded in Volume 67, Pages 55 through 59, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2001-0731433)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 6, which has been recorded in Volume 68, Pages 29 through 31, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2001-0745725)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 7, which has been recorded in Volume 73, Page 13 through 16, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2002-0855306)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 8, which has been recorded in Volume 77, Page, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2003-0935363)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 9, which has been recorded in Volume 83, Page 31, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2005-0050386)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 10, which has been recorded in Volume 90, Page 75, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2006-0171528)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 11, which has been recorded in Volume 100, Page 27 thru 30, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2014-0520970)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 12, which has been recorded in Volume 101, Page 81 thru 83, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2016-0573114)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 13, which has been recorded in Volume 102, Page 84 thru 87, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2016-0612142)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 14, which has been recorded in Volume 104, Page 30 thru 33, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and (2018-6058609)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 15, which has been recorded in Volume 105, Page 87 thru 90, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and, (2018-0695229)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 16, which has been recorded in Volume 109 Page 18 thru 20, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and, (2021-0797485)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 17, which has been recorded in Volume 113 Page 1 thru 3, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,

WHEREAS, Ridgefield Homes, Inc., its successors or assigns, as Grantor, for the benefit of the Grantor, its grantees and any person who may hereinafter become an invitee, guest, occupant, tenant, lessee or the Owner of any legal or equitable interest in the said property or Existing Property, or portion thereof, a Parcel, Lot, or Living Unit in The Ridgefield Subdivision, or any Owner deriving title from, or through, or under the Grantor or a grantee, does covenant and agree that the property, any Parcel, Lot, or Living Unit, shall be held and used by all such persons or Owners subject to the following Covenants, Restrictions & Easements which shall attach to and run with the land.

ARTICLE I

SCOPE AND APPLICATION OF THESE COVENANTS, RESTRICTIONS & EASEMENTS: DEFINITIONS

Section 1. Scope and Application. The Covenants, Restrictions & Easements set forth in this document shall apply to and be imposed upon The Ridgefield Subdivision and any part thereof exclusively. Without limiting the generality of the paragraphs immediately preceding this part of the Declaration, said Covenants, Restrictions & Easements are made for the mutual and reciprocal benefit of each and every Owner, occupant, lessee, or tenant in The Ridgefield Subdivision, are intended to create mutual, equitable servitudes upon each of said Living Units in favor of each and all of the other Living Units in The Ridgefield Subdivision, to create reciprocal rights between the respective Owners, occupants, lessees, or tenants and to create a privity of contract and estate between the grantees of said Owners, their heirs, successors and assigns.

Section 2. Definitions. The following words and phrases, when used in these Covenants, Restrictions & Easements (unless the context shall prohibit), shall have the following meanings:

- (a) "Articles of Incorporation" shall mean the document drafted in conformity with the statutory requirements of Chapter 1702.01 et seq of the Ohio Revised Code and filed with the Secretary of State of Ohio in order to establish the Association as an Ohio Non-Profit Corporation.
- (b) "Association" shall mean and refer to The Ridgefield Association, which shall be an Ohio Corporation, not for profit, formed for the purpose of maintaining and administering the Common Properties and Facilities in The Ridgefield Subdivision, which have been filed at O. R. Volume 1372, Page 000625 et seq and amendments thereto of the Lorain County Recorder's Records, and are applicable to the whole Ridgefield Subdivision, providing services of general benefit to the Owners, occupants, lessees, or tenants of premises within The Ridgefield Subdivision, administering and enforcing these Covenants, Restrictions & Easements, collecting and disbursing the assessments, and exercising other functions and duties hereinafter provided for. This Association shall be deemed as the Master Association of The Ridgefield Subdivision. All references in this document to the "Association", "Master Association", and "The Ridgefield Association" shall mean and refer to the not for profit Ohio corporation established pursuant to Section 2. (a) of Article I which has been formed and is known as "THE RIDGEFIELD HOMEOWNERS ASSOCIATION", or similar name.
- (c) "Board of Directors or Trustees" and/or "Board of Managers", "Director(s)", "Trustee(s)" and/or "Manager(s)" and/or "Board" as set forth in this Document, or in the Code of Regulations of the Association, shall be one and the same and are used interchangeably.
- (d) "By-Laws" shall mean the Code of Regulations filed by the developer or the Association in the County of Lorain in the State of Ohio to provide for the government of the Association, the conduct of its officers, and the management of its property.
- (e) "City" shall mean the City of North Ridgeville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants, Restrictions & Easements that the "City" is a third party beneficiary to these Covenants, Restrictions & Easements and has the same authority to administer and enforce these Covenants, Restrictions & Easements as they relate to the Common Properties, utilities and swales, as more fully set out herein, as does the Association or Developer.
- (f) "Common Properties and Facilities" and "Common Property" shall mean and refer to recreation areas, buildings and those areas of land designated as "Park Area" or "Common Property" on any recorded subdivision plat of The

Ridgefield Subdivision and intended to be devoted to the common use and enjoyment of all the Owners, occupants, lessees and tenants of premises within The Ridgefield Subdivision, but shall not mean or refer to any areas of land designated on any recorded subdivision plat as "a Block for Future Development."

- (g) "Developer" shall mean and refer to Ridgefield Homes, Inc.,-and its successors or assigns.
- (h) "Living Unit" shall mean and refer to any single family home, or any portion of a building, or any unit of a Condominium Property, of a Cluster Dwelling or of a villa built on any Parcel or Lot within The Ridgefield Subdivision designed and intended for use and occupancy as a single family residence only.
- (i) "Lot" or "Cluster Parcel" shall mean and refer to any single family subplot or cluster dwelling/villa parcel shown upon any recorded subdivision plat of The Ridgefield Subdivision, with or without a Living Unit situated thereon.
- (j) "Member" shall mean and refer to all those Owners, occupants, lessees, or tenant who are Members of the Association as provided in Article III, hereof.
- (k) "Multifamily Structure" shall mean and refer to any building containing four (4) or more Living Units under one (1) roof.
- (l) "Neighborhood Association" shall mean and refer to a non-profit corporation or an unincorporated association of Owners formed for the purpose of regulation and maintenance of "Neighborhood Association Property", "Condominium Property" or "Cluster Dwelling Property" and, when so empowered by the Articles of Incorporation or the Covenants, Restrictions & Easements applicable thereto, or Declaration of Condominium Ownership, of such Neighborhood Association, to provide exterior maintenance upon any Parcel, Lot or Living Unit owned by or occupied by Members of such Association(s). These Neighborhood Associations shall be deemed as satellite associations and shall be subservient to the Master Association.
- (m) "Owner" shall mean and refer to an equitable owner under a Deed-in-Trust Contract or a record title owner, whether one or more persons or entities, of the fee simple title or equitable interest to any Parcel, Lot, or Living Unit situated within The Ridgefield Subdivision, at any time during the terms of these Covenants, Restrictions & Easements, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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ARTICLE II

PROPERTY SUBJECT TO COVENANTS, RESTRICTIONS & EASEMENTS

Section 1. Existing Property. The property comprising The Ridgefield Subdivision, all of which is and shall be held, transferred, sold, conveyed and occupied subject to these specific Covenants, Restrictions & Easements, is located in the City of North Ridgeville, Ohio; shall be referred to as "Existing Property" and is more particularly described in each Phase and Subdivision and any additions thereto referenced herein and fully incorporated and made a part hereof.

Section 2. Additions To Existing Property.

- (a) For and during the time that the original Grantor, Ridgefield Homes, Inc., its successors or assigns, is actively engaged in the development of The Ridgefield Subdivision, the Grantor, its successors or assigns, notwithstanding anything to the contrary contained in this Declaration of Covenants, Restrictions & Easements, or any Amendments thereto, shall have the sole and exclusive unilateral right to add additional real property to The Ridgefield Subdivision so long as such additional property meets the criteria for additional real property as established in paragraph (b) following and that an Amendment to this Declaration of Covenants, Restrictions & Easements is imposed on such additional real property and does not violate the terms, purposes, and intent of paragraph (d) following.
- (b) Additional real property may, at the sole discretion of the Developer, become subject to these Covenants, Restrictions & Easements provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article II). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.
- (c) Any such addition shall be made by filing of record with the Lorain County Recorder a plat and Amendment to this document in proper legal form, which shall extend the scheme of these Covenants, Restrictions & Easements to such additional property.
- (d) Said instrument may contain such complementary additions, revocations, revisions and/or modifications of these Covenants, Restrictions & Easements as to the added property which are consistent with the General Plan of Development or scheme and intent of these Covenants, Restrictions & Easements pursuant to the terms and conditions set forth in the in Article II, Section 2 of this document. Any such additions, revocations, revisions and/or modifications shall also be applicable to all property previously subjected to these Covenants, Restrictions &

Easements. Such instrument shall not provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

ARTICLE III

MEMBERSHIP & MEMBERS' VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an equitable Owner, or record title Owner of a fee or undivided fee simple interest in any Parcel, Lot or Living Unit, with the exception of the Developer, shall automatically and must be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall until December 31, 2030 and thereafter until the occurrence of an event specified below have two (2) classes of voting membership and one (1) class of non-voting membership:

Class A. Class A Members, in good standing (which would include not being financially delinquent nor in litigation with the Association), shall be entitled to one (1) vote for each Parcel, Lot, or Living Unit owned by them. When more than one (1) person holds such interest or interests in any Parcel, Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting, and all other rights of Members, such persons shall collectively be counted as a single Member and entitled to one (1) vote for each such Parcel, Lot or Living Unit, which vote shall be exercised as they, among themselves determine, but may only be voted as one (1) single vote. No fractional votes will be permitted. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Parcel, Lot, or Living Unit.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Parcel, Lot or Living Unit owned by it, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs later in time; subject, however, to a restoration the Developer's voting ratio in the subjection of additional Parcels, Lots or Living Units or Additional Land to these Covenants, Restrictions & Easements:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership as computed upon the basis set forth above; or
- (b) On December 31, 2030. From and after the happening of the later of these events, the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Parcel, Lot or living Unit owned by it.

Class C. Non-Voting Members. The Class C Member must be an occupant, lessee, or tenant of a Living Unit other than the Owner of said Living Unit and shall be entitled to all the rights and privileges of membership, except voting.

Section 3. Articles and Regulations of Association. The Articles of Incorporation and By-Laws of the Association may contain any provisions, not in conflict with these Covenants, Restrictions & Easements, as permitted to be set forth in such Articles and By-Laws by the Non-Profit Corporation Law of Ohio as from time to time in effect.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND DUTY TO MAINTAIN

Section 1. Members' Easements of Enjoyment. Subject to the provision of Section 3 of this Article IV, every Member shall have a right (for themselves, their immediate household, guests, and lessees or tenants) to an easement of enjoyment in and to the Common Properties and Facilities and such easement shall be appurtenant to and shall pass with the Title as an equitable interest to every Parcel, Lot, or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties and Facilities until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all Common Properties and Facilities in part to the Association and in part to the appropriate Neighborhood Association(s) not later than December 31, 2030.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to borrow money for the purpose of improving the Common Properties and Facilities and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of and Members hereunder shall be fully restored; and,
- (b) The right and duty of the Association to take such steps as are reasonably necessary to protect the Common Properties and Facilities against foreclosure; and,
- (c) The right of the Association to adopt Rules and Regulations governing the use of the Common Properties and Facilities, and to suspend the enjoyment rights of any Member, their household, guests, lessees or tenants for any period during which any assessment or fees or charges for unpaid assessments remain unpaid, or for any infraction of such Rules and Regulations or for any breach of these Covenants, Restrictions & Easements; and,

- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Facilities pursuant to these Covenants, Restrictions & Easements; and,
- (e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties and Facilities, when and upon such terms as may be determined from time to time at a meeting of the Members by majority affirmative vote fifty percent + one (50%+1) of the total voting power all eligible entitled Members one (1) vote per Living Unit in person, by mail, email, or by proxy of those Members at a meeting at which a quorum is present.

Section 4. Maintenance of Common Properties and Facilities. Maintenance of Common Properties and Facilities shall include, but not be limited to: painting, repairing, replacing, and caring for all appurtenances, such as lights and lamp posts illuminating common properties including the cost of electricity, water lines and sprinkler systems servicing Common Properties including the cost of water, furnishing equipment, exterior and interior building surfaces, fences, trees, shrubs, grass areas, driveways, walls, concrete sewers and swales, and all other improvements in and/or on the Common Properties and Facilities.

- (a) **Developer's Duty to Maintain Common Properties and Facilities.** The Developer shall have the duty to maintain Common Properties and Facilities until such time as each parcel of improved Common Property is turned over to the Association or a Neighborhood Association.
- (b) **Association's Duty to Maintain Common Properties and Facilities.** The Association shall have the same duty to maintain all Common Properties and Facilities as does the Developer, as set out in Section 4 (a) above.
The Association shall also maintain Common Property along Gatestone Road, which was historically maintained by the Developer, as indicated on a Common Property Map on file at the Association's office at the Recreation Center.
- (c) **Owner's Duty to Maintain Common Properties.** The Owner shall have the duty to maintain all Common Properties adjacent to the Owner's Lot or Parcel, except for Common Property along Gatestone Road to be maintained by the Association as set forth in Section 4. (b) above.
Maintenance shall include caring for all trees, shrubs and grass in those Common Properties. Common Property maintenance shall be split between adjacent Owners.
Removal of dead trees and shrubs in Common Property adjacent to the Owner's property shall be the responsibility of the Owner unless the trees existed before construction of The Ridgefield Subdivision began. Replacement of Common Property trees and shrubs shall be at the discretion of the Owner and is at the Owner's expense. Plantings and placement of other materials in Common Property is strictly prohibited as is the removal of healthy trees and plantings, unless duly approved by the Directors, by a vote taken at a meeting of Directors, but subject to the restrictions of Article VI, Section 4. Easements, and subject to

unobstructed pedestrian traffic on the sidewalks and vehicular traffic at intersections.

Section 5. City's Rights and Authority to Compel Maintenance of Common Properties and Facilities. The City, as a Third Party beneficiary, may, compel compliance with Section 4 of this Article IV as the City deems necessary by Court action or any other lawful means.

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ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, and all other Owners, for each Living Unit owned by them, hereby covenants and agrees with each other Owner of any Lot, Parcel, or Living Unit, by acceptance of a Deed In Trust Contract or a duly executed and recorded Deed, whether or not it shall be so expressed in any such deed or other instrument, to pay all annual and special assessments as levied by the Association and shall be subject to a lien in favor of the Association securing:

- (a) The annual assessment for the continued operation, maintenance and repair replacement of the Common Properties and Facilities and for the Association's performance of its other functions and responsibilities; and;
- (b) Special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance, repair, or replacement costs, and for other costs and expenses not anticipated in determining the applicable annual assessment.

When a Parcel or Lot is occupied by a Living Unit, only such Living Unit shall be counted. All annual and special assessments, together with interest and any charges thereon as hereinafter provided (hereinafter collectively called the "Assessment") shall be a charge upon such Parcel, Lot and Living Unit and shall be considered as a default of this Section 1 until all are paid in full.

Until the Assessment is paid in full, the Association shall have a lien upon the Parcel, Lot, and Living Unit for which the Assessment has not been paid, and upon the equitable or legal ownership interest of the Owner of such Parcel, Lot, and Living Unit.

Section 2. Annual Assessments. The annual assessment shall be levied annually by the Board of Directors, in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members, the amount of the annual assessment as levied by the Directors may be accepted as presented, increased or decreased, by a majority affirmative vote in person, by mail, by email or by proxy of those Members attending any meeting of members at which a quorum is present and, if there be more than one (1) class of voting membership, then only by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of voting membership.

- (a) The annual assessment levied in accordance herewith for, but not limited to the following purposes: payment of real estate taxes for the Common Properties and Facilities, operating, maintaining, insuring, constructing, repairing and replacing the recreational areas and facilities, landscaped areas, sprinkler systems, lamp posts, water, internet, electrical, phone, cable TV lines, fencing, driveways, sidewalks, patios, walls and facilities on the Common Properties; providing services of general benefit to Owners of The Ridgefield Subdivision, (except as to

a Parcel, or Living Unit with respect to which a Neighborhood Association has assumed and is properly discharging such responsibility), including without limitation and to the extent deemed necessary or desirable, for items such as but not limited to, snow removal, and/or garbage removal, maintenance of public streets and rights-of-way if the City is not performing such duties and responsibilities; and,

- (b) The Association shall obtain and pay for Property Damage and Liability Insurance Policies and other policies in such amounts and coverage as determined by the Board of Directors of the Association, naming the Owners and the Association as insureds. Cost of any such insurance purchased by the Association as required under this Document for the benefit and protection of the Owners and the Association shall be included in the annual assessment as herein set forth.
- (c) However, if legal title or an equitable interest to a Living Unit is conveyed by the Developer to the Owner (the "Initial Conveyance"), after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Owner shall be prorated accordingly by the Developer. The prorating percentages can be found at the Association office. All such annual and special assessments, together with interest and charges thereon and all Assessments shall be a charge upon any such Living Unit if not paid before or by their due date, and at such time the Association shall have a lien right upon the Living Unit for which such Assessment has not been paid and upon the ownership interest Owner of such Living Unit.

Section 3. Special Assessments. Special assessments may be levied by the Board of Directors of the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one (1) class of voting membership, then only by the affirmative vote of Members entitled to exercise a majority of the total voting power of each class of membership, provided that written notice by mail or by email shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered, discussed and voted upon in person, by mail, by email or by proxy of those Members attending any meeting of members at which a quorum is present. Special assessments, may, if so stated in the Resolution authorizing such assessment, be payable in installments.

Section 4. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be as determined by the Directors in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least thirty (30) days in advance of such due date.

The Association may file in the office of the Lorain County Recorder a Notice of Lien to evidence any unpaid Assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not be deemed as a waiver of

such right nor in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

If any annual or special assessment or installment of a special assessment is not paid before or on its due date, such delinquent assessment or installment shall bear interest, as provided by law and shall also be subject to an automatic administrative charge or fee from the due date at the rate of \$20.00 per calendar month, and partial calendar month, until paid in full, and the Association may bring an action at law against the delinquent Owner responsible for the payment of all and any such sums, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include the costs of the action including reasonable attorney fees and all court costs in order to collect said debt or foreclose the lien.

Section 5. Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Parcel, Lot, or Living Unit in The Ridgefield Subdivision may rely upon a written statement from the President, Vice-President, Secretary, or Treasurer of the Association setting forth the amount of unpaid assessments or charges due the Association with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to the lien for any unpaid assessments due the Association which were not disclosed on such statement; or shall the membership privileges of such grantee (or their household, guests, lessees, or tenants) be suspended by reason of any such unpaid assessment. In the case of the creation of a mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

Such statement is not applicable to any sums which may be owed to a Neighborhood Association.

Section 6. Exempt Property. The following property shall be exempt from the assessments and lien created herein:

- (a) All properties to the extent of any easement of other interest therein dedicated and accepted by the City of North Ridgeville and devoted to public use;
- (b) The Common Properties and Facilities as defined in Article 1. Section 2 herein;
- (c) Any Parcel, Lot, or Living Unit held by the Developer for sale.

Notwithstanding any provisions herein, no Parcel, Lot, or Living Unit intended for dwelling use shall be exempt from said assessments or liens from and after the date of the initial conveyance of legal title to the Parcel, Lot, or Living Unit to the original Buyer, a Trustee, or to any other party or entity for the benefit of the Buyer.

Section 7. City's Right To Spread Municipal Assessment. After the transfer of title to the Common Properties and Facilities to the Association, the City shall have the right, but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the lots within The Ridgefield Subdivision

area, or the real property on which said lots are located, on an equitable basis to be determined by the City.

Section 8. Purchase at Foreclosure Sale. Any purchaser of a Lot at a foreclosure sale shall automatically become a Member of the Association and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, the acquirer of title shall not be solely liable for the share of the Assessments chargeable to the acquired Lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the Assessments that became due and payable prior to the date of acquisition shall be deemed to be part of the Assessments collectible from all of the Lots, including that of the acquirer.

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ARTICLE VI

PROTECTIVE COVENANTS

Section 1. Land Use. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, education, charitable or other purposes shall be conducted, maintained, or permitted on any Parcel, Lot or in any Living Unit except such as may be permitted and authorized in writing, by the Developer or by the Association, except that:

- (a) The Developer may perform or cause to be performed such work as is incident to the completion of the development of The Ridgefield Subdivision or to the sale or lease of Living Units, Parcels or Lots owned by the Developer;
- (b) An Owner or a Neighborhood Association may perform or cause to be performed any maintenance, repair, or interior remodeling work with respect to any Parcel, Lot, Living Unit, Common Property, or Neighborhood Association Property.
- (c) An Owner may use a part of their Living Unit for an office or studio, providing the activities therein do not interfere with the quiet enjoyment or comfort of other Owners, tenants or lessees, and as long as there are no signs posted on the Living Unit, Lot/Parcel and that vehicle traffic and the parking of vehicles is at a level satisfactory to the Board of Directors in its sole and absolute discretion.

Section 2. Architectural Control. No Living Unit shall be built, rebuilt, or altered, modified, or addition made thereto within The Ridgefield Subdivision, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same on the Parcel, Lot or Living Unit shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures, landscaping and topography and in compliance with terms of this Section 2, by the Board of Directors of The Ridgefield Subdivision.

If the Board fails to approve or disapprove such plans and specifications within thirty (30) calendar days from the date said plans and specifications were submitted to the Board, approval will not be required and this Article will be deemed to have been fully complied with.

- (a) The above covenant applies to, but is not limited to, the following:
 - (i) Any in-ground and above-ground swimming pool
 - (ii) Fences, including style, materials, color
 - (iii) Exterior house paint, siding, shutters for all parts of the structure other than the front door (applies to all repainting after original paint at the time of construction)
 - (iv) Pergolas, gazebos, attached storage sheds, and attached structures
 - (v) Roofs
- (b) The following are permitted without need for Board of Directors, review and approval:
 - (i) Satellite dishes that do not exceed one (1) meter in diameter as long as they are in a neutral color and not covered by any substance or material or

covering of any kind that changes or alters the original color of the satellite dish.

(ii) Front door color.

(c) The following are prohibited in The Ridgefield Subdivision:

(i) Chain-link fences

(ii) Wire mesh insert in fences

(iii) Detached storage sheds

(iv) Television and radio antennae of any descriptions other than satellite dishes.

(v) Signs, except as provided in Section 10 of this Article VI.

(vi) Outside domestic animal enclosure

Violations of any of the protective covenants may result in individual lot charge or assessments for damages and/or enforcement charges or assessments.

Section 3. Re-subdivision. No Lot or Parcel as shown on any recorded subdivision plat of The Ridgefield Subdivisions shall be further subdivided, except by the Developer, without the approval of the Board of Directors of the Association by the affirmative vote of a majority of the authorized number of Directors at a meeting held after not less than Thirty (30) days' notice of such meeting and the purpose thereof has been given to the Directors and to the Owners of all Lots and Parcels contiguous to the Lot proposed to be so re-subdivided.

Section 4. Easements. Perpetual easements for the installation, maintenance and replacement of electric, cable TV and telecommunication cables, ducts and all necessary appurtenances, above and below the surface of the ground, are reserved in favor of the providers of such public or private utility service over the front ten (10) feet or twelve (12) feet of each Parcel and Lot, for the benefit of Ridgefield Homes, Inc., the Association and the City of North Ridgeville, Ohio, their respective successor and assigns.

Permanent easements being ten (10) feet in width to either side of each rear line of each Parcel and Lot are reserved for the installation, maintenance and repair of public or private utilities, cable TV and surface drainage, for the benefit of Ridgefield Homes, Inc., the Association and the City of North Ridgeville, Ohio, their respective successors and assigns.

Permanent easements being five (5) feet in width to either side of each side yard line of each Parcel and Lot, are reserved for the installation, maintenance and repair of public or private utilities, cable TV and surface drainage, for the benefit of Ridgefield Homes, Inc., the Association and the City of North Ridgeville, Ohio, their respective successors and assigns, if needed.

A permanent easement for the installation, maintenance, and repair of public or private utilities, cable TV, and surface drainage is reserved over all areas designated for Common

Properties, for the benefit and in favor of Ridgefield Homes, Inc., the City of North Ridgeville, Ohio, and the Association.

Within these easements, except as provided or installed by the Developer, no structure, planting, or other material shall be placed or permitted to remain, nor subsequent grading or altering of the contour of the surface of the ground, which may damage or interfere with the installation and maintenance of utilities, or which may obstruct, impede, or retard or increase the flow of water through drainage channels, or which may change the direction of the flow of water over the surface of the earth. The easement area of each Parcel or Lot and all improvements in it shall be maintained continuously by the Owner of the Parcel or Lot, or the Association, or a Neighborhood Association, except for those improvements therein for which a public authority or public or private utility is responsible. The City of North Ridgeville or other parties as authorized by the Developer, its successor or assigns, or the Association, shall have the right to enter upon and across each Lot or Parcel at any place that the aforementioned parties deems necessary in order to install or maintain utilities, telecommunication lines or equipment, swales or other improvements situated therein or to perform any other function or operation in accordance with such easement.

The Developer reserves the exclusive unilateral right to give, grant, and convey to selected property owners abutting The Ridgefield Subdivision a permanent easement and right-of-way over and under the Common Property/Park Area for the purpose of connecting sanitary sewers and storm sewers from their property into the sewer mains installed by the Developer in the Common Property/Park Area.

Section 5. Construction, Repair, Maintenance. The Developer reserves for purposes incident to its development of The Ridgefield Subdivision an easement and/or right-of-way upon, across, over, through, and under The Ridgefield Subdivision and the Common Properties to the extent necessary to carry out said development to completion. In addition, there is hereby reserved a blanket easement upon, across, over, through and under The Ridgefield Subdivision and the Common Properties, without limitation, to permit the replacement, repair and maintenance of all utility, telecommunication lines and equipment, service lines and systems, public or private, including, but not limited to, water, sewer, telephone, electricity, television cable or telecommunication lines and equipment, systems by a public or private company or municipality providing such services or utilities, including without limitation, the Developer, its successor or assigns, and the City of North Ridgeville, and to permit the construction, reconstruction, repair, maintenance or replacement of any Living Unit, or any portion thereof, by the Developer or the Owner thereof. By virtue of these easements, any such Owner, the Developer, the City of North Ridgeville or any such utility or service provider, public or private, as the case may be, is and shall be expressly permitted for such purpose to maintain facilities and equipment, to erect temporary buildings or structures, to excavate and to affix, install and maintain wires, circuits, pipes and conduits on, in or under said property, provided said Owner, the Developer or said utility or service company, public or private, as the case may be, restores any disturbed areas to the condition in which they were found and provided further that such activities shall not render any Living Unit, other than the Living Unit being constructed,

reconstructed, repaired, maintained or replaced, uninhabitable. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, telecommunication lines, equipment or facilities, or other utility or service lines or facilities for such utilities, public or private, may be installed or relocated in, on or under The Ridgefield Subdivision properties unless and until approved by the Developer so long as it is a Living Unit Member and thereafter by the Association in accordance with this Declaration of Covenants, Restrictions & Easements, the Articles of Incorporation and/or Code of Regulations. Said easements shall in no way affect any other recorded easements on The Ridgefield Subdivision properties or any other easement granted in this Declaration.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Parcel or Lot nor within any Living Unit, nor upon the Common Properties or Facilities, nor shall anything be done thereon or therein, either willfully or negligently, which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No temporary building or structure (including without limitation tents, shacks, storage units, and storage sheds) shall be erected or placed upon any Lot or Parcel, without the prior written approval of the Board and subject to terms and conditions set forth in such written approval. No such temporary building or structure, nor any trailer, tent, shack, garage, barn or other building shall be used on any Parcel or Lot at any time as a residence either temporarily or permanently.

Section 8. Garage And Parking Facilities. Every Living Unit, whether detached or attached, shall include, or have provided for it on the Parcel or Lot on which it is located, a garage sufficient to store at least one (1) full-size automobile, and an accessory paved driveway, and no such garage shall be converted by alteration or used so as to diminish its area below that required for such purpose unless, in conjunction with such conversion, a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

Section 9. Storage and Parking Vehicles. No commercial vehicle, van, truck, trailer or tractor, whether unlicensed or bearing current or expired commercial or non-commercial license plates, which is used, or has been used, in the furtherance of any trade, profession, business or occupation by an Owner, occupant, guest, tenant or lessee of a Living Unit, or anyone else, may be parked in a private driveway or guest parking area overnight or stored overnight on the Common Property/Park Area or a Parcel, Lot, Cluster Property, or outside adjacent to a Living Unit, except in the garage required under Section 8 above. Likewise, the above restrictions, prohibitions, terms and conditions shall be applicable to any motorcycle, recreational vehicle, travel trailer, snowmobile and trailer, all-terrain vehicles and trailers, personal watercraft and trailer, boat and trailer, mobile home or any other transportation device or trailer related thereto and shall also be applicable to all automobiles, trucks, vans and minivans, except as provides in the immediately following sentence. Private automobiles, trucks, vans and minivans when incident to the personal use of an Owner, occupant, guest, tenant or lessee of a Living Unit must be operational and bear current license plates and must be stored in a garage or parked in a

private driveway provided such garage or driveway conforms to the requirements of Section 8 of this Article VI, upon which such garage or driveway or parking space is situated.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Parcel, Lot, or Living Unit except:

- (a) 1 sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period; provided that an identification sign designed and erected by the Developer may be permitted at the entranceways of The Ridgefield Subdivision, as well as signs erected by the developer for condominium, or cluster dwelling developments situated in The Ridgefield Subdivision;
- (b) And one (1) home security sign, not more than one (1) foot square, and not more than five (5) feet from the front of the Living Unit is permitted.
- (c) Other signs may be permitted if approved, in writing, by the Board of Directors in accordance with Section 2, of this Article VI.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in The Ridgefield Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or under any Lot or Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon The Ridgefield Subdivision.

Section 12. Animals. No livestock, poultry, reptiles, or birds of any kind shall be raised, bred or kept on any Parcel, Lot or in any Living Unit, except that dogs, cats, and other normal, conventional, household pets may be kept in Living Units provided that they are not kept, bred, or maintained for any commercial purpose, nor permitted to cause or create a nuisance or disturbance.

Section 13. Garbage and Refuse Disposal. No Owner, occupant, lessee or tenant of any Parcel, Lot or Living Unit shall deposit, permit or leave garbage, waste, putrid substance, junk or other waste materials on such Parcel, Lot or on any other part of The Ridgefield Subdivision or on any public street or other public property or in any lake, pond, or water course, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such Owner. An Owner, occupant, lessee, or tenant of any Parcel, Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Parcel, Lot or Living Unit, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse except not earlier than 5:00 pm on the day before the scheduled garbage and rubbish collection for such Parcel, Lot or Living Unit and the day of collection, shall be kept from public view.

As used in this Section 13, “waste material” shall mean, but shall not be limited to, any material which has been discarded or abandoned, or any material no longer in use; and without

limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper, and paper products, and other combustible materials or substances no longer in use or, if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and other non-combustible materials or substances no longer in use or, if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use or, if unused, those discarded or abandoned.

As used in this Section 13, "junk" shall mean, but shall not be limited to, abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car, or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device and such automobile or other transportation device is in fact fully operational.

Section 14. Water Supply. No private water-supply system shall be permitted or located on any Lot or Parcel within The Ridgefield Subdivision.

Section 15. Sewage Disposal. No private sewage-disposal system shall be permitted or located on any Parcel or Lot within The Ridgefield Subdivision.

Section 16. Mowing. The Owner of each Parcel or Lot (except a Parcel or Lot with respect to which the Association or a Neighborhood Association, which is obligated or has assumed and is properly discharging such responsibility) shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding five (5) inches.

Section 17. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point fifteen (15) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 18. Land Near Common Property. No building shall be placed nor shall any material or refuse be placed or stored on any Parcel or Lot within ten (10) feet of the property line of any Common Property, except that clean fill may, only be placed by the Developer or Association, in such ten (10) foot area, provided that any natural water course is not altered or blocked by such fill.

Section 19. Exterior Maintenance. The Owner of each Parcel, Lot and Living Unit (except a Parcel, Lot or Living Unit with respect to which the Association or a Neighborhood Association has assumed and is properly discharging such responsibility) shall provide reasonable exterior maintenance upon each such Parcel, Lot and Living Unit as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and all other exterior improvements. This shall include an emphasis on aesthetically pleasing exterior decorum; including paint and/or stain and/or siding that does not exhibit excessive dissimilarity or stark color or textural contrast to other portions of the subject Living Unit or other Living Units within The Ridgefield neighborhood.

Additionally, Owners shall ensure that any propane tanks on their parcel(s) are properly shielded from public view by appropriate, approved by the Board of Directors, fencing that fully conceals the propane tank from public view.

Section 20. Corrections by Association of Breach of Contract. If the Board of Directors of the Association, after giving reasonable notice to the Owner of the Parcel, Lot or Living Unit involved and reasonable opportunity for such Owner to be heard, determines that a breach of any covenant has occurred and that it is necessary in order to prevent material deterioration of any neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by mail or email the Association, through its duly authorized agents or employees, shall have the right to enter upon the Parcel or Lot involved (but not into any Living Unit) and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be a charge or assessment against the Parcel, Lot or Living Unit upon which such corrective work is done, and shall become a lien upon such Parcel, Lot and Living Unit and the obligation of the Equitable or Legal Owner, and immediately due and payable in all respects as provided in Article V hereof.

Section 21. Assessment of Individual Lot for Breach of Contract. In accordance with, and for the reasons stated in ORC Section 5312.11, the Board may assess an individual lot for individual lot assessments. Prior to imposing a charge for damages or an enforcement assessment, the Board of Directors shall give the owner a written notice that includes the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing;

- (e) A reasonable date by which the Unit Owner must cure a continuing violation to avoid the proposed charge or assessment, if such opportunity to cure is applicable.

To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice this Article requires. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement assessment pursuant to this section.

If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing.

The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.

Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner.

Any written notice that this section requires shall be delivered to the Owner or any occupant of the Living Unit by personal delivery, by certified mail, return receipt requested, or by regular mail or email.

Section 22. Variances. The Developer at its sole discretion for so long as it is a Class B Member and, thereafter, the Board of Directors of the Association in accordance with the Covenants, Restrictions & Easements applicable to the Subdivision, their Articles of Incorporation and/or Codes of Regulations may allow reasonable variances and adjustment of the Covenants, Restrictions & Easements set forth in this document in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other Living Units in the subdivision.

Section 23. Laundry. No clothesline, clothes pole or other device or mechanism for the hanging of clothes and/or garments and/or laundry shall be maintained on any Lot/Parcel unless the same is screened from street view and from the view of persons of neighboring Living Units.

Section 24. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's

alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Section 25. Firewood. Owners, occupants, lessees, or tenants shall stack any firewood neatly and any stacks of firewood shall be concealed from public view as much as possible.

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ARTICLE VII

DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic Modifications. These Covenants, Restrictions & Easements shall run with the land, and shall inure to the benefit of and be enforceable by and against the Association, the Developer, and any other Owner of a Lot, Parcel or Living Unit within The Ridgefield Subdivision, their respective legal representatives, heirs, devisees, successors, and assigns, until December 31, 2030, after which time said Covenants, Restrictions & Easements shall be automatically renewed for successive periods of five (5) years each unless canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise sixty percent (60%) of the total voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such cancellation will be considered at such meeting. Promptly following the meeting at which such cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 2. Modifications by Developer. Until December 31, 2030, the Developer, its successors or assigns, shall have the right and shall be entitled on its own volition to modify, alter, waive, delete or add to any of the provisions of these Covenants, Restrictions & Easements or to waive any of such provisions, either generally or with respect to particular property, if in the Developer's judgment the development or lack of development of The Ridgefield Subdivision requires such modification, alteration, deletion or waiver, or if in the Developer's judgment the purposes of the general plan of development will be better served by such modification, alteration, addition, deletion or waiver. Promptly following any modification, alteration, deletion of these Covenants, Restrictions & Easements adopted by the Developer pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modification with the Lorain County Recorder.

Any exercise of the rights herein reserved and granted to the Developer shall be effective upon the date of such filing with the Recorder and shall be applicable to all the Existing Property previously subjected to these Covenants, Restrictions & Easements and any Additions to the existing property all as described in Article II hereof.

Section 3. Modifications by Association. These Covenants and Restrictions may be modified, altered, waived, deleted or added to, as to any provisions herein, following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise sixty percent (60%) of the total voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the

meeting at which such modification is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Any exercise of the rights of the Association herein reserved and granted to the Association shall be effective upon the date of such filing with the Recorder and shall be applicable to all the existing property previously subjected to these Covenants, Restrictions & Easements and any Additions to the existing property all as described in Article II hereof.

Section 4. Proxy Voting By Directors. Proxy votes of the membership entitled to vote at any general or special meeting of the Association which have been assigned to the Board of Directors may be cast only by consensus agreement of sixty percent (60%) of the Board of Directors actually in office at the time of such meeting, or after continuing and reconvening of the meeting.

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ARTICLE VIII

GENERAL PROVISIONS:

Section 1. Notices. Any notice required to be sent to any Member or Owner under the provisions of these Covenants, Restrictions & Easements shall be deemed to have been properly sent when mailed, postpaid, by regular mail to the last known address of the person who appears as a Member or Owner on the records of the Association, or emailed to the last known email address on the records of the Association, at the time of such sending, except when otherwise required herein.

Section 2. Enforcement. Enforcement of these Covenants, Restrictions & Easements shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, Restrictions & Easements, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants, Restrictions & Easements, and failure by Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

The Board may levy reasonable enforcement assessments if any Owner (either by their conduct or by the conduct of any occupant or guest of their Lot) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Properties and Facilities or any part of the property for which the Association is responsible to maintain. Said Owner will pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged against said Owner. The Association, in addition to all other remedies available, will have the right to place a lien on the estate or interest of said Owner as further explained and set forth in Declaration Article V, Section 4.

Section 3. Services Provided By Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may provide other services determined by the Directors to be of general benefit or utility to the Owners of premises within The Ridgefield Subdivisions, including, without limitation, the services of refuse collection and disposal, the creation and operation of utility services, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

Section 4. Severability. In the event any term, provision or condition contained in this document shall be determined by a court of competent jurisdiction to be invalid, illegal or contrary to the laws of the State of Ohio or United States as presently existing or as constituted in

the future, such determination shall not affect the validity and legality of all remaining terms, provisions, or conditions contained herein.

Section 5. Availability of Documents. The Association shall make available to Owners, lenders, and to holders, insurers, or guarantors of any first mortgage on a Lot, current copies of the Declaration, the Code of Regulations and other Rules and Regulations concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

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ARTICLE X

AGENT FOR SERVICE OF PROCESS

Section 1. Agent. The Agent For Service of Process (Statutory Agent) is on file with the Ohio Secretary of State. A copy is also on file in the Association Office at the Recreation Center, 8700 Gatewood Drive, North Ridgeville, Ohio 44039.

Upon the recording of this document, only Owners of record at the time of such filing have standing to contest the validity of this document, whether on a procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the document.

WITNESS the hand of the Grantor, Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by its duly authorized officer this 30th day of March, 2023

GRANTOR: BOB SCHMITT HOMES, INC.

By: [Signature]
Michael P. Schmitt, Chairman, CEO, & Co-President

STATE OF OHIO
COUNTY OF LORAIN SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by Michael P. Schmitt, its Chairman, CEO & Co-President, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Ridgeville, Ohio, this 30th day of March, 2023

[Signature]
Notary Public

This instrument prepared by:
Bob Schmitt Homes, Inc.
9095 Gatestone Road
N. Ridgeville, Ohio 44039
(440) 327-9495



LINDA L. MARKS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 13, 2026

ARTICLE IX

ASSOCIATION

Section 1. Association. The Association for the administration and maintenance of the Common Properties and Facilities is existing and is called "THE RIDGEFIELD HOMEOWNERS ASSOCIATION" or a name similar thereto and is an Ohio, not for profit corporation. Each Owner shall be a Member of this Association, which membership shall terminate on the sale or other disposition by such Member of their Living Unit, at which time the successor Owner shall become a Member of the Association. The Association shall be governed by this Document, the By-Laws and any rules and regulations, duly enacted by the Board of Directors from time to time, which By-Laws and rules and regulations may contain any further provisions deemed by the Board of Directors to be desirable and not inconsistent with this Document or the laws of the State of Ohio.

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Recorded: 04/04/2023 at 09:14:39 AM
Fee Amt: \$186.00 Page 1 of 21
Lorain County, Ohio
Mike Doran County Recorder

File **2023-0911398**

THE RIDGEFIELD HOMEOWNERS

ASSOCIATION

THE RIDGEFIELD

SUBDIVISION

AMENDED AND RESTATED

CODE OF REGULATIONS

NORTH RIDGEVILLE, OHIO

Revised March 22, 2023

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ARTICLE I

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of Members, unless otherwise determined by the Board of Directors, shall be held at such time within three (3) months prior to the close of each fiscal year at such place as may be determined by the Board of Directors and stated in the notice of the meeting, for the election of Directors the presentation of reports, and the transaction of such other business as may properly come before the meeting.

Section 2. Fiscal Year. The Fiscal Year shall be from January 1 to December 31 or as otherwise established by the Board of Directors.

Section 3. Special Meetings.

- a. By the President;
- b. By the Vice President;
- c. By the majority of the Directors with or without a meeting;
- d. By a writing requesting the President or the Vice President to call a special meeting executed by Members of the Association entitled to vote not less than twenty-five percent (25) % of the total voting powers of all classes combined of the Association.

Section 4. Notice of Meetings. In general, written notice of all meetings of Members shall, unless waived, be given not less than ten (10) nor more than sixty (60) days before the date determined for such meeting either personally or by depositing a copy in the mail, first class postage prepaid, addressed to each Member at their address as it appears on the records of the Association, or by leaving a copy at such address, or by emailing to the last known email address. Written notice of meetings at which action for which different notice requirements are expressly set forth in the Declarations of Covenants, Restrictions & Easements for The Ridgefield Subdivisions, Articles of Incorporation of The Ridgefield Association or these Regulations shall be governed by such provisions.

Section 5. Quorum. To constitute a quorum at any meeting of Members, there shall be present in person, by proxy, or by mail, or email ballot, persons entitled to vote not less than fifty percent + one (50%+1) of the aggregate voting power of the Members of all classes combined. If the Developer chooses not to exercise its voting rights, those votes shall not count toward the calculation of the aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be continued and reconvened from time to time by a majority of the Members present or represented by proxy,

without any notice other than by announcement at the meeting, until a quorum shall attend. At any reconvened meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

Section 6. Vote of Members. Members shall have such voting rights as are set forth in Article III, Section 2 of the Covenants, Restrictions & Easements of The Ridgefield Subdivision. The majority affirmative vote in person, by mail, email, or by proxy of those Members attending any meeting of Members at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles of Incorporation or these Regulations.

When more than one (1) person holds an interest in a Parcel, Lot or Living Unit, but only one of such persons attends or votes at a Meeting of Members, such attendance shall be counted for quorum purposes as the attendance of all such interest-holders for such Parcel, Lot or Living Unit, and such vote shall be counted for voting purposes as the vote of all such interest-holders for such Parcel, Lot or Living Unit. No fractional votes will be permitted.

Section 7. Proxies. Any Member may authorize any person (whether or not such person is a Member, by written proxy to vote for them on one or more questions at a meeting of Members. All proxies shall be filed with the Secretary prior to or at the time of the meeting for which given. No proxy shall extend beyond the adjournment of the meeting for which given, at which a quorum was present (but if there shall be no quorum at the time for which any meeting shall have been called, and the meeting is continued and reconvened from time to time until a quorum shall attend, such proxy shall continue to be valid at any such continued and reconvened meeting). A proxy shall automatically cease upon terminating of the Member's interest as owner of any Parcel, Lot or Living Unit in The Ridgefield Subdivision.

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ARTICLE II

DIRECTORS

Section 1. Number. The number of Directors of the Association shall be five (5).

Section 2. Election and Appointment of Directors.

- a. Prior to the Annual Meeting of Members, the Board of Directors shall nominate at least as many Members as candidates for election to the Board as there are Directors whose terms expire on the date of such Annual Meeting. The written notice of each Annual Meeting shall state the number of vacancies in the Board to be filled and the names of those Members nominated as candidates by the Directors.

Elected Directors shall serve for a term of two (2) years in order to establish, for continuity purpose, a Board of Directors with staggered dates of expiration.

- b. Additional nominations shall only be made by a written petition signed by not less than twenty (20) Members indicating their Member nominee and given by personal delivery or by mail, or email, to the Secretary not less than forty-five (45) days before the date of such Annual Meeting. Any number of nominations may be made by separate written petitions in such manner. There shall be no limitation as to the number of petitions a voting Member may sign, subject only to the requirement that at the time of signing any petition the Member so signing must be a Member in good standing as determined by the Board of Directors whose decision in that respect shall be final and conclusive.

Upon verification and validation of signatures by the Secretary, such nominee's name shall be placed on the ballot.

- c. The election of Directors shall be made by written ballot, in accordance with such procedure as the Board of Director, from time to time, shall adopt.
- d. Except when a Director dies, is removed or resigns from office, or ceases to reside in The Ridgefield Subdivision, a Director shall serve until their successor has been elected. Vacancies in the Board of Directors caused by death, removal, resignation or change of residence shall be filled by a majority vote of the remaining Directors until the next succeeding Annual Meeting of Members, at which a successor Director shall be nominated and elected as hereinbefore provided to serve the remainder of the terms respecting the vacancy. The Director appointed by the Directors to serve the interim period until such Annual Meeting may be elected to complete the term respecting such vacancy, and a Director elected by the Members to complete a term respecting a vacancy may be elected by the Members to a regular term of office as Director upon the expiration of their term as a successor Director.
- e. Each Director must be a Class A Member or spouse of a Class A Member of the Association (in good standing, which includes not being financially delinquent nor in litigation with the Association). Directors are permitted to

seek nomination and election for a second, and a third, but not a fourth, consecutive term.

Section 3. Meetings of Directors Regular meetings of the Board of Directors shall be held as the Board may designate. Special meetings of the Board of Directors may be called by the President or by the Vice-President or by any three (3) Directors. Meetings of the Directors may be held at any place within Lorain County, Ohio. Notice of the time, place, and purposes of any such meeting, unless waived, shall be given to each Director by telephone, email, or personal delivery, at least three (3) days prior to the time of such meeting.

- a. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Member of the Board can hear or read in real time and participate and respond to every other Member of the Board, but no action without a meeting shall be effective unless concurred to in writing by a unanimous vote of the Board of Directors. Any written consent shall be filed with the minutes of the next scheduled meeting of the Board of Directors
- b. In lieu of conducting a meeting, all of the then Members of the Board may take an action with the unanimous written consent of the Members of the Board. Any written consent shall be filed with the minutes of the next scheduled meeting of the Board.
- c. Directors who miss three (3) consecutive meetings may be asked to resign from the Board by the President or the Vice-President. If the Director does not resign, the Board may remove that Director by majority vote.

Section 4. Quorum. To constitute a quorum at any meeting of the Directors, there shall be present not less than a majority of the Directors then in office, but if at any meeting of the Directors there shall be present, less than a quorum, a majority of those present may continue and reconvene the meeting, from time to time, without any notice other than by announcement at the meeting, until a quorum shall attend. The affirmative vote of at least three (3) of the Directors present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Directors.

Section 5. Duties of Directors. It shall be the duty of the Directors to provide for the execution and discharge of the functions and responsibilities of the Association set forth in the Covenants, Restrictions & Easements, including (but not limited to) the responsibility to maintain the Common Properties and Facilities; to levy annual assessments; to propose special assessments which are deemed appropriate; to collect all assessments and charges and, if necessary, execute and record liens or to commence appropriate legal action to secure unpaid assessments; to enforce the Covenants, Restrictions & Easements; to adopt and enforce rules and regulations governing the use of the Common Properties and Facilities; to prepare a roster of the Parcels, Lots and Living Units in The Ridgefield Subdivision and a list showing the status of

payment of assessments applicable thereto, which roster and list shall be open to inspection by any Member; to require the bonding of all officers and other persons regularly handling Association funds and to purchase any and all insurances deemed necessary or required for the protection and benefit of the Association and its respective officers, Directors, and Members, the premiums for which shall be paid by the Association from the annual assessment; to make contracts, including, without limitation, a contract with other associations of cluster housing properties or with an association of condominiums for the joint or common performance of any duties or procurement of any service, or for any other purpose deemed by the Board of Directors to be in furtherance of the purposes stated in the Covenants, Restrictions & Easements these Regulations or incident thereto; to mortgage the Common Properties and Facilities; to employ a Managing Agent to perform such duties and services as the Board may authorize; to provide for the publication and distribution to Members of rules and regulations, notices and other information (including, in the discretion of the Board of Directors, general social information of interest to Association Members); to inform new residents of their privileges and obligations as owners of Parcels, Lots or Living Units in The Ridgefield Subdivision; and to do all things permitted by law and to exercise all power and authority within the purposes stated in the Covenants, Restrictions & Easements or incidental thereto.

Section 6. Compensation. The Directors, as such, shall not receive any compensation for their services, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Members of any standing or special committee may, by resolution of the Board, be allowed such compensation for their services as the Board may deem reasonable, and additional compensation may be allowed to Directors for special services rendered.

Section 7. Removal. Any Director may be removed from the Board with or without cause, by a majority affirmative vote in person, by mail, or email, or by proxy of those Members attending any meeting of Members at which a quorum is present.

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ARTICLE III

ASSESSMENT AND FINANCES

Section 1. Preparation of Estimated Budget. On or before the first (1st) day of October of each year or, if the fiscal year is other than the calendar year, then on or before the first (1st) day of the last three (3) months during such fiscal year, the Board shall estimate the amount necessary to pay the common expenses during the fiscal year next succeeding and such amount as the Board may deem necessary as a reserve for contingencies and replacements, such estimated amounts are hereinafter collectively called the "cash estimate". The Board shall on or before the annual meeting next succeeding or, if the Fiscal year is other than the calendar year, then on or before the fifteenth (15th) day of the last three (3) months during such fiscal year, make available at the RHA office a copy of the estimated budget for the next fiscal year which shall be consistent with the cash estimate. The budget shall also set forth the annual assessment to be assessed to each Parcel, Lot and Living Unit for the next fiscal year, which shall be the same for each Parcel, Lot and living Unit. The due date of any assessment, annual or special, shall be as determined by the Board of Directors pursuant to Article V, Section 4 of the Covenants, and Restrictions & Easements. If the estimated cash requirement proves inadequate for any reason, including the non-payment by any Living Unit Owner of their his or her assessments, the Association may, at any time, prepare an adjusted estimate and levy an additional assessment which shall be assessed to the Living Unit Owners according to the plan as directed by the Board of Directors. The Association shall give written notice of any such additional assessment to all Living Unit Owners stating the amount thereof, reasons therefor and the time when the same shall become effective, which shall be not less than thirty (30) days after the mailing, or emailing, of such notice or, if the same is not mailed, or emailed, the delivery thereof.

Section 2. Reserve for Contingencies and Replacements. The Association shall establish and maintain a reserve for contingencies and replacements in such amount as the Board may deem necessary. Expenses not originally included in the annual estimate, which may become necessary during the fiscal year shall be charged first against such reserve.

Section 3. Failure to Prepare Annual Budget. If the Board fails to prepare a budget or set the annual assessment for any fiscal year, each Parcel, Lot, and Living Unit Owner shall pay for such fiscal year an assessment at the existing rate established for the previous fiscal year, until the amount of the assessment is determined for such fiscal year.

Section 4. Books and Records of the Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Parcel, Lot or Living Unit Owner. The Board shall adopt from time to time a Records Request Policy and a Request to Inspect Records form. An owner must comply with the then current Records Request Policy and

submit an executed Request to Inspect Records form in order to inspect the books and records and all such inspections shall be conducted in accordance therewith.

In no event however shall any of the following be open for inspection:

- (a) Information that pertains to personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation, or other property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiations, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to these requirements;
- (d) Information that relates to the enforcement of the Declaration of Covenants, Restrictions and Easements, these Regulations, or the Rules of the Association against any Living Unit Owner;
- (e) Information, the disclosure of which is prohibited by state or federal law.

Upon five (5) days written notice to the Board and payment of a reasonable fee, any Parcel, Lot, or Living Unit Owner shall be furnished a statement of their account setting forth the amount of any unpaid assessments or other charges due and owing from such Parcel, Lot or Living Unit Owner.

Section 5. Annual Statements. At the annual meeting of Members, the Association shall make available copies of a financial statement consisting of:

- a. A compiled balance sheet containing a summary of the assets and liabilities of the Association as of a date within thirty (30) days of the annual meeting.
- b. A compiled statement of income and disbursements that corresponds to the date on the balance sheet.

Section 6. Status of Funds Collected By the Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special assessments as may be levied against less than all of the Parcel, Lot, or Living Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Living Unit Owners according to the budget adopted by the Board of Directors.

Section 7. Common Expenses. The Association, for the benefit of the Parcel, Lot, and Living Unit Owners, shall pay all Common Expenses arising with respect to its duties including, without limitation, the following:

- a. The cost of water, waste removal, electricity, telephone, website, internet, heat, power, and other necessary utility service for the Common Properties and Facilities; and,
- b. Premiums for insurance affected on or with respect to the Association, Common Properties and Facilities necessary to comply with the decision of the Board of

- Directors; and,
- c. Premiums for workmen's compensation and unemployment compensation coverage to the extent necessary to comply with any applicable laws; and,
 - d. Fees for the services of any person, firm or corporation employed by the Association including, without limitation, the services of a Managing Agent, the services of any person or persons required for the maintenance or operation of the Common Properties and Facilities, and legal and/or accounting services necessary or proper in connection with the operation of the Association, the enforcement or interpretation of the Covenants, Restrictions & Easements or these Regulations, and for the organization and operation of the Association; and,
 - e. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and refurbishment of the Common Properties and Facilities, equipment for the Common Properties and Facilities; and,
 - f. The cost of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations or insurance which the Association is required to secure or pay for, pursuant to the terms of the Covenants, Restrictions & Easements or these Regulations which may be necessary or proper for the maintenance and operation of the Common Properties and Facilities as a high-quality residential property.

Section 8. Additions, Alterations or Improvements by the Board. Whenever, in the judgment of the Board, the Common Properties and Facilities shall require additions, alterations, or improvements (as opposed to maintenance, repair, and replacement) costing in excess of ten thousand (\$10,000.00) and the making of such additions, alterations, or improvements shall have been approved by majority affirmative vote in person, by mail, by email, or by proxy of those Members attending any meeting of Members at which a quorum is represented, then the Board shall proceed with such additions, alterations, or improvements and shall assess all Living Unit Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvements costing ten thousand (\$10,000.00) or less may be made by the Board without approval of the Living Unit Owners and the cost thereof shall constitute part of the Common Expenses.

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ARTICLE IV

WAIVER OF NOTICE OF MEETINGS OF MEMBERS OR DIRECTORS

Section 1. Waiver. Notice of the time, place, and purposes of any meeting of Members or Directors, as the case may be, whether required by law, the Articles of Incorporation or these Regulations, may be waived in writing, either before or after the holding of such meeting, by any Member, or by any Director, which writing shall be filed with or entered upon the records of the meeting. Any Member or any Director shall be deemed to have waived notice of a meeting by attending such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, or by voting, including by proxy or mail, or email, at such meeting.

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ARTICLE V

OFFICERS

Section 1. Number. The Association shall have a President, a Vice-President, a Secretary, and a Treasurer. The President and Vice-President shall be Directors but the remaining officers may be elected from Members of the Association. All officers shall be elected by the Directors at their first (1st) meeting after the annual meeting of the Members, or at any other meeting called for such purpose, and shall, unless otherwise provided by the Directors, hold office for one (1) year and until their respective successors shall have been elected.

Section 2. Duties. In general, the officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified, from time to time, by the Directors regardless of whether such authority and duties are customarily incident to such office. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer or the President or the Vice-President shall sign or authorize all checks and notes of the Association. The Treasurer shall keep proper books of account and shall make or cause to be made an annual audit of the Association books at the completion of each fiscal year.

Section 3. Contracts. All contracts must be signed by at least two (2) Directors one (1) of which must be the President or Vice-President.

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ARTICLE VI
COMMITTEES

Section 1. Standing Committees. The standing committees of the Association shall be:
THE NOMINATING COMMITTEE
THE RECREATION CENTER COMMITTEE
THE GROUNDS & MAINTENANCE COMMITTEE
THE ARCHITECTURAL CONTROL COMMITTEE
THE CLUSTER ASSOCIATIONS COMMITTEE
THE COMMUNICATIONS COMMITTEE
THE POOL COMMITTEE
THE SOCIAL COMMITTEE

The Board of Directors may appoint and discontinue such other standing or special committees as it deems desirable and such act on its part shall not require an amendment to these Regulations.

Section 2. The Nominating Committee. The Nominating Committee shall submit their recommendations to the Directors for candidates for Directors of the Association no later than thirty (30) days before the date of the Annual Meeting.

Section 3. The Recreation Center Committee. The Recreation Center Committee shall advise the Board of Directors on all matters pertaining to the recreational facilities, programs, and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Grounds & Maintenance Committee. The Grounds & Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee. The Architectural Control Committee shall submit to the Board advisory opinions or recommendations concerning the propriety of the plans and specifications of any proposed structure, alteration, or modification, which is submitted to it. In addition, it may advise the Board of Directors regarding any proposals, programs or activities which come to its attention.

Section 6. The Cluster Association's Committee. The Cluster Associations Committee

shall be composed of two (2) Trustees from each of such Cluster Associations within The Ridgefield Subdivision and shall sit in an advisory capacity to the Board of Trustees of The Ridgefield Association relative to the operation and administration of The Ridgefield Association as it directly affects the Cluster Area Developments. The Committee shall perform such other functions as the Board, in its discretion, determines.

Section 7. The Communications Committee. The Communications Committee shall be responsible for the editing, publication, and distribution of the Association newsletter, website, bulletins, notices, schedules, the rules and regulations as promulgated by the Board of Directors and/or the various committees, and such other functions as the Board, in its discretion, determines.

Section 8. The Pool Committee. The Pool Committee shall advise the Board of Directors on all matters pertaining to the pool facilities, programs and rules and regulations as promulgated by the Board of Directors, and shall perform such other functions as the Board, in its discretion, determines.

Section 9. The Social Committee. The Social Committee shall advise the Board of Directors on all matters pertaining to the social activities and programs of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 10. Committee Proceedings and Reports. Each committee shall keep a record and account of its proceedings and transactions. All actions by any committee shall be reported to the Board of Directors at the Board's meeting next succeeding such action, and shall be subject to control, revision, and alteration by the Board of Directors. Each committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Directors, and it shall also meet at the call of the President of the Association.

Vacancies in each committee shall be filled by the Board of Directors or as the Board may provide and the Board may remove any committee member in accordance with the Board procedure therefor.

Section 11. Removal of Chairperson or Committee Member. The Director assigned to a committee shall have the right to remove the Chairperson or any member of that committee at any time in their sole discretion. Promptly after removing any member or the Chairperson, the Director shall report privately to all of the other Directors regarding such removal. The Board of Directors shall have the right to restore any person so removed to their prior status through a majority vote.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 1. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that they are or were a Directors, officer, or agent of the Association, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceedings, they had reasonable cause to believe that their conduct was unlawful.

Section 2. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that they are or were a Director, officer, or agent of the Association against expenses, including attorneys' fees, actually and reasonably incurred by them in connection with the defense or settlement of such action or suit if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of their duty to the Association, unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

Section 3. Indemnification. To the extent that a Director, officer, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by them in connection therewith.

Section 4. Indemnification. Any indemnification under Sections 1, 2, and 3 of this Article, unless ordered by a court, shall be made by the Association only as authorized in the

specific case upon a determination that indemnification of the Director, officer, or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Sections 1, 2, and 3 of this Article. Such determination shall be made:

- a. By a majority vote of a quorum consisting of Directors of this Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or,
- b. If such a quorum is not obtainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified within the past five (5) years; or,
- c. By majority affirmative vote in person, by mail, or email, or by proxy of those Members attending any meeting of Members at which a quorum is present; or,
- d. By the court of common pleas or the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested Directors under Section 4(a) of this Article or by independent legal counsel under subparagraph 4(b) of this Article shall be promptly communicated to the person who threatened or brought the action or suit, by or in the right of the Association under Section 2 of this Article; and, within ten (10) days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

Section 5. Indemnification. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in Sections 1, 2, and 3 of this Article, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

Section 6. Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles or other provisions of these Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in any such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Indemnification. The Association shall purchase and maintain insurance on behalf of any person who is or was a Directors, officer, or agent of the Association against any liability asserted against them or incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against

such liability under this Article.

Section 8. Indemnification. Nothing in this Article or in these Regulations shall be construed to limit or deny any rights of indemnification existing under Section 1702.12(E) of the Ohio Revised Code, as it now exists or may subsequently be amended.

ARTICLE VIII

MISCELLANEOUS

Section 1. Minutes of Proceedings. The Secretary of the Association shall keep or cause to be kept a record, which may be included in the book containing the minutes of proceedings of Members and Directors, in which shall be recorded the names and addresses of all Members and Directors. There shall also be recorded therein the date upon which each Member or Directors became such and, upon termination of any membership or directorship for any cause, the facts relating thereto, together with the date of termination. Each Member and Director shall advise the Secretary of their then address and likewise shall promptly report to the Secretary any change in their address.

Section 2. Association Seal. The Association shall have no seal.

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ARTICLE IX

INTENT

Section 1. All rights and authority of the Association, and of its officers and Board of Directors provided for in the Covenants, Restrictions & Easements or these Regulations, are granted for the sole purpose of assuring a high-quality development of residential properties. Accordingly, all such rights and authority shall be exercised reasonably and not arbitrarily

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ARTICLE X

AMENDMENT OF REGULATIONS

Section 1. Modification or Waiver by the Developer. Until December 31, 2030, the Developer shall have the right and shall be entitled on its own volition to modify, alter, waive, delete or add to any of the provisions of these Regulations or to waive any of such provisions, either generally or with respect to particular Parcel, Lot or Living Unit, if in the Developer's judgment the development or lack of development of The Ridgefield Subdivision requires such modification or waiver, or if in the Developer's judgment the purposes of the general plan of development will be better served by such modification or waiver. Promptly following any modification of these Regulations adopted by the Developer pursuant to this Section 1, the Developer shall execute an instrument reciting such modification and immediately provide the Association and its Members with a copy of said instrument.

Section 2. Modification by Members. These Regulations may be amended or new Regulations may be adopted by the affirmative vote of Members entitled to exercise Fifty-One Percent (51%) of the total voting power of all classes combined of the Association at an Annual or special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail, or by email, to all Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of these Regulations will be considered and may be acted on at such meeting. Promptly following the meeting at which such modification is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation with the Lorain County Recorder.

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ARTICLE XI

AGENT FOR SERVICE OF PROCESS

Section 1. Agent. The Agent For Service of Process (Statutory Agent) is on file with the Ohio Secretary of State. A copy is also on file in the Association Office at the Recreation Center, 8700 Gatewood Drive, North Ridgeville, Ohio 44039.

Upon the recording of this document, only Owners of record at the time of such filing have standing to contest the validity of this document, whether on a procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the document.

WITNESS the hand of the Grantor, Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by its duly authorized officer this 30th day of MARCH, 2023.

GRANTOR: BOB SCHMITT HOMES, INC.

By: [Signature]
Michael P. Schmitt, Chairman, CEO & Co-President

STATE OF OHIO
COUNTY OF LORAIN SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by Michael P. Schmitt, its President, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Ridgeville, Ohio, this 30th day of MARCH, 2023

[Signature]
Notary Public

This instrument prepared by:
Bob Schmitt Homes, Inc.
9095 Gatestone Road
N. Ridgeville, Ohio 44039
(440) 327-9495



LINDA L. MARKS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 13, 2026

SECTION 1. The provisions of the North Ridgeville Zoning Code permitting cluster subdivisions by right in the R-1 Residence District, as set forth in Chapters 1250, 1280 and 1282, are hereby suspended indefinitely. Effective upon the adoption of this ordinance, no application for a new cluster subdivision in the R-1 Residence District shall be accepted, reviewed or approved as a by-right use.

SECTION 2. Amendments to Chapters 1250, 1280 and 1282 implementing this suspension are set forth in Exhibit A, Exhibit B and Exhibit C, respectively, which are attached hereto and incorporated by reference.

SECTION 3. All previously approved cluster subdivisions shall remain governed by the zoning standards in effect at the time of their approval. Nothing in this ordinance shall render any existing cluster subdivision non-conforming.

SECTION 4. In all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 6. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR

CHAPTER 1250. RESIDENCE DISTRICT

1250.01 Intent

It is the intent of the City in the establishment of the R-1 Residence District to provide for areas of low residential density and to stabilize and protect those areas where such low residential densities exist. ~~Cluster subdivisions are permitted in this District for use where it is desired to avoid the expense of large lot development and to preserve natural open spaces and low population density.~~

(Ord. 2748-93, 4-19-93)

1250.02 Permitted and conditional uses

- (a) In an R-1 Residence District, no building or land shall be used or changed in use, and no building shall be located, erected or structurally altered, unless otherwise provided herein, except for one or more of the following uses:
- (1) Farms and agricultural uses.
 - (2) Single-family residences.
 - (3) Schools and other public uses.
 - (4) Churches and other semi-public uses.
 - (5) Customary accessory uses.
- (b) The following uses shall be deemed conditional uses in an R-1 District:
- (1) Two-family residences.
 - (2) Cemeteries, including mausoleums, provided that any new cemetery shall contain an area of not less than ten acres.
 - (3) Golf courses, except miniature courses and practice driving ranges operated for commercial purposes.
 - (4) Customary home occupations.
 - (5) Private clubs and grounds for games and sports, provided that no mechanical amusement is permitted which is normally incidental to a commercial use. Swimming pools and fishing lakes are also conditional uses.
 - (6) Institutions.
 - (7) Senior Citizen Planned Residential Developments.
 - A. Project Development Requirements for Senior Citizen Planned Residential Developments. No application for a Senior Citizen Planned Residential Development as an R-1 Conditional use which includes plans for the development of a project that does not strictly comply with the following requirements shall be approved:
 - i. Intent of Development.
 1. The Development will occur in a unified manner and in a way that is compatible with the surrounding land uses and harmonious with abutting single family neighborhoods;
 2. Provides for a substantially maintenance free residential environment designed to ensure that aesthetically pleasing environments are created;

3. Is designed for, reserved for, maintained as and marketed as a residential community for persons who are at least 55 years of age in compliance with the Housing for Older Persons Act of 1955;
 4. The Developer has presented a plan which adequately ensures that all phases of development are and shall remain consistent with the requirements and conditions of all ordinances pertaining to Senior Citizen Planned Residential Developments.
- ii. Development Design Criteria.
1. Required Amenities. Each Senior Citizen Planned Residential Development shall provide a clubhouse or other community building that includes meeting/assembly space for use by residents of the development.
 2. Private Streets and Shared Drives. A Senior Citizen Planned Residential Development may include private streets and shared drives, provided that:
 - (a) Construction methods, standards and materials for private streets and shared drives meet accepted engineering practices and are approved by the City Engineer.
 - (b) The location, design and construction of all utilities on private or common land are approved by the City Engineer.
 - (c) The preservation and maintenance of all private streets and shared drives and utilities on private land is assured according to the requirements set forth in Subsection (b)(7)A.ii.3.(b) below.
 3. Common Areas. Common areas, including the clubhouse, private streets, and landscaping shall be maintained and controlled according to the following:
 - (a) A homeowners association shall be created so that such association is responsible for the maintenance and control of common areas, including the clubhouse, private streets, shared drives, landscaping and snow removal.
 - (b) The Law Director shall determine that, based on documents which shall be submitted with the development plan, the association's bylaws or code of regulations ensure that the Association be responsible for maintenance, control, and insurance of all common areas, including clubhouse, private streets, shared drives, landscaping.
 - (c) Required Utilities. Each use and all dwelling units in a Senior Citizen Planned Residential Development shall be served by central water, sanitary sewer facilities and underground utilities.
- iii. Physical Project Development Requirements.
1. Minimum Project Area. The gross area of a tract of land proposed to be developed as a Senior Citizen Planned Residential Development (SCRD) shall not be less than 15 acres nor greater than 50 acres. The project area of a SCR D shall be in one ownership, or if in several ownerships, the application shall be filed jointly by all owners of the properties included in the proposed SCR D boundaries.
 2. Access. A Senior Citizen Planned Residential Development shall have direct access onto a major roadway (which is a major, primary or secondary arterial) and shall avoid access on local residential streets.

3. Maximum Project Area Coverage. Impervious surfaces, including areas devoted to buildings and pavement within a Senior Citizen Planned Residential Development shall not occupy more than 50% of the project area.
4. Maximum Density. For independent dwelling units, the density shall not exceed four units per acre, subject to the approval of Planning Commission pursuant to subsection (b)(7)C. below.
5. Building Arrangements and Setbacks. In order to ensure that a Senior Citizen Planned Residential Development is compatible with the existing residential environment of North Ridgeville, such development shall comply with the following:
 - (a) Dwelling units may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwelling units so as to provide privacy and to form a unified composition of buildings and space, provided all buildings are located on the development site in compliance with the building setbacks set forth below.
 - (b) Schedule of Minimum Setbacks:

Schedule of Min. Setbacks	Building	Parking
Setback from existing public street right-of-way	35 ft.	Not permitted in front of building
Setback from proposed internal street	25 ft.*	Parking permitted
Setback from project boundary, other than a public street:		
- Abutting a lot in Nonresidential District	20 ft.	10 ft.
- Abutting a lot in a Residential District	20 ft.	20 ft.

*Measured from the right of way of a public street and from the edge of the pavement for a private street.

6. Required Perimeter Buffer. Whenever an SCR D abuts another lot in a Residential District, a buffer area with a minimum width of 20 feet shall be located adjacent to the project boundary line, within the required setback from the project boundary specified in the Schedule of Minimum Setbacks above.
 - (a) Such buffer may be located in a common area or on individual lots.
 - (b) The buffer area shall include landscaping and/or screening to a minimum height of six feet by use of hedges, planting, fence or other screening as may be determined by the Planning Commission.
7. Minimum Unit Sizes. The minimum floor area for independent dwelling units shall be as follows:
 - (a) Each one-bedroom unit shall include a minimum of 1,000 square feet.
 - (b) Each two-bedroom unit shall include a minimum of 1,000 square feet.
 - (c) Each three-bedroom unit shall include a minimum of 1,200 square feet.
8. Parking. The following off-street parking regulations shall be required:

- (a) Independent dwelling units shall provide off-street parking spaces at the rate of two spaces per dwelling unit. All required spaces shall be enclosed. In addition, one guest parking space shall be provided for every five dwelling units.
 - (b) The community recreation facilities shall provide one off-street parking space per each 200 square feet of floor area.
 - B. Permitted Buildings and Uses. No application for a Senior Citizen Planned Residential Development as an R-1 Conditional use which includes plans for the erection, existence or maintenance of buildings, or for uses other than the following, shall be approved:
 - i. Main Buildings and Uses.
 - 1. Independent dwelling units, which may include single-family units and attached two-family units.
 - 2. Common open space.
 - 3. Club House.
 - (a) The construction of the clubhouse facility must be commenced prior to the point at which the total Senior Citizen Planned Residential Development is 50% complete.
 - (b) Accessory Uses.
 - (a) Private garages and parking areas;
 - (b) Signs;
 - (c) Supporting recreational uses/facilities such as but not limited to: Tennis courts, picnic areas, gazebos, garden plots, and parking for recreational vehicles.
 - C. Density in Senior Citizen Planned Residential Developments. Where Senior Citizen Planned Residential Development is approved as a conditional use in an R-1 residential district, the density requirement may be modified by the Planning Commission to a density no greater than 4.0 families per acre for that conditional use only after a regular public meeting of the Planning Commission and upon consideration of the following factors:
 - i. The degree of benefit/detriment the development could bring to the community and/or the City; and
 - ii. How well the project fits or does not fit into the existing site and community, and
 - iii. The size of the proposed density change; and
 - iv. Any other traffic or safety issues presented by the proposed development; and
 - v. All project development requirements and permitted building uses contained in ordinances regulating Senior Citizen Planned Residential Developments.
 - D. Planning Commission Review. No application for approval of a Senior Citizen Planned Residential Development which includes plans for the development of a project that do not strictly comply with the provisions of this section shall be approved by the Planning Commission.
- (Ord. 2748-93, 4-19-93; Ord. 2855-94, 4-4-94; Ord. 4090-2004, 12-20-04; Ord. 5983-2022, 8-1-22)

1250.03 Building height

No building or structure in an R-1 Residence District shall exceed thirty-five feet in height, except as otherwise provided in this Zoning Code.

(Ord. 2748-93, 4-19-93)

1250.04 Lot and yard requirements

(a) Required Lot Area, Depth and Width. In an R-1 Residence District, lot area, depth and width shall be as follows:

- (1) Each single-family dwelling or other building permitted as provided in this chapter shall be located on a lot having an area of not less than 21,150 square feet, a width of not less than ninety feet and a depth of not less than 200 feet, unless otherwise permitted by this Zoning Code. Notwithstanding the foregoing lot width requirement for each single-family dwelling or other permitted building, all corner lots in residential areas for single-family or other permitted buildings shall have a minimum width of not less than 110 feet.
- (2) Each single-family dwelling or other building permitted as provided in this chapter that is furnished with Municipal water and sewer services or a comparable improved system of water and sewer utilities, shall be located on a lot having an area of not less than 16,200 square feet, a width of not less than ninety feet and a depth of not less than 150 feet, unless otherwise permitted in this Zoning Code. Notwithstanding the foregoing lot width requirement for each single-family dwelling or other permitted building, all corner lots in residential areas for single-family or other permitted buildings shall have a minimum width of not less than 110 feet.

Notwithstanding anything set forth in paragraph (a)(1) or (2) hereof to the contrary, the provisions relating to the minimum width of corner lots shall not apply to any single-family dwelling or other permitted structure in residential areas which has been constructed or approved for construction prior to the effective date of Ordinance 3414-99, passed March 1, 1999.

- (3) Each two-family dwelling permitted as provided in this chapter shall be located on a lot having an area of not less than 29,375 square feet, a width of not less than 125 feet and a depth of not less than 200 feet, unless otherwise permitted by this Zoning Code.
 - (4) Each two-family dwelling permitted as provided in this chapter that is furnished with Municipal water and sewer services or a comparable improved system of water and sewer utilities, shall be located on a lot having an area of not less than 22,500 square feet, a width of not less than 125 feet and a depth of not less than 150 feet, unless otherwise permitted in this Zoning Code.
- (b) Required Yards. Yards of the following minimum depths or widths shall be provided for all lots in an R-1 District, unless otherwise permitted by this Zoning Code:
- (1) Front Yards. The depth of the front yard shall be not less than fifty feet.
 - (2) Rear Yards. The depth of the rear yard shall be not less than fifty feet.
 - (3) Side Yards. Each lot or parcel of land shall be provided with two side yards as follows:
 - A. The sum of the side yards for a single-family residence shall be not less than twenty feet, and neither side yard shall be less than ten feet.
 - B. The sum of the side yards for a two-family dwelling shall be not less than forty feet, and neither side yard shall be less than twenty feet.
 - (4) Frontage. No dwelling shall be erected on a lot having frontage of less than sixty feet at the right-of-way line, unless such lot was designated on a recorded plat or separately owned on the effective date of this Zoning Code (Ordinance 335-66, passed July 5, 1966) and cannot be practically enlarged to

comply with this requirement. Further, said lot shall not diminish to less than sixty feet from the right-of-way line to the building.

((Ord. 2748-93, 4-19-93; Ord. 2854-94, 4-4-94; Ord. 3414-99, 3-1-99)

1250.05 Signs

Provisions relating to signs in an R-1 Residence District shall be as provided in Chapter 1286.

(Ord. 2748-93, 4-19-93)

1250.06 Off-street parking and loading

Provisions relating to off-street parking and loading in an R-1 Residence District shall be as provided in Chapter 1285.

(Ord. 2748-93, 4-19-93)

1250.07 Density

The gross residential density in an R-1 Residence District shall be 2.3 families per acre.

(Ord. 2748-93, 4-19-93)

CHAPTER 1280. CLUSTER SUBDIVISIONS

1280.01 ~~Intent~~ Applicability

~~In permitting cluster subdivisions, it is the intent of the City to make reasonable provisions through which, during the subdivision of land, natural elements of the landscape and population density within districts may be maintained, development costs may be lessened and physical living conditions within the City improved. The provisions of this chapter are set forth to provide extra amenities for the City and not as an automatic reduction of lot size requirements.~~

~~(Ord. 335-66, 7-5-66)~~

As of the effective date of Ordinance 2025-XX, no new cluster subdivision may be submitted or approved under this chapter. Requirements remain for historical reference only.

1280.02 Requirements

A cluster subdivision may be permitted in R-1 and R-2 Districts if the following conditions are met:

- (a) The development contains a minimum of twenty dwelling units.
- (b) The gross residential density (families per acre) is no greater than if the tract were developed with minimum lot sizes as specified in this Zoning Code for the appropriate type of residential use within the district. To compute the gross residential density of a given subdivision, the total number of buildable acres is divided into the total number of dwelling units proposed, the answer being in dwelling units or families per acre. Unbuildable area, such as lakes, ponds, streams, swamps, hazardous topography or soils and land that are not available to the owner for development because of easements, shall not be considered as part of the gross acreage in computing the maximum number of dwelling units that may be created under this procedure, unless otherwise determined by the Planning Commission and Council.
- (c) The location, shape, size, intended use and legal responsibility for the tenure and maintenance of common land is approved by the Planning Commission and Council and meets the following requirement: The common land is publicly dedicated to the City or a property ownership corporation, or is reserved by deed for use in common by the residents of the subdivision, each property owner receiving an undivided proportionate share in such common land.
- (d) Reductions in lot width, area and yard requirements are approved by the Planning Commission and Council and do not exceed fifteen percent of the district requirements. For purposes of this subsection, the reduction is not a variance as defined in Section 1294.01(g)(1).
- (e) The proposed development is designed to produce an environment of stable and desirable character and is approved by the Planning Commission and Council.

(Ord. 335-66, 7-5-66; Ord. 2216-87, 11-2-87)

1280.03 Approval procedure

- (a) A person, firm or corporation desiring to create a cluster subdivision shall apply to the Administrative Officer for a building permit and a certificate of occupancy for such subdivision. The application shall be accompanied by a map or plat of the proposed cluster subdivision showing:

- (1) The dimensions and location of all existing and proposed buildings, driveways, off-street parking areas, topography, abutting streets, highways and other features within 200 feet of the property lines of the parcel.
 - (2) Architectural plans for all proposed buildings, walls and fences.
 - (3) Plans or reports showing the proposed collection, treatment and disposal of sewage produced on the area of the cluster subdivision.
 - (4) Additional data which may be required by the Planning Commission and Council to judge the subdivision and its effect upon the surrounding area and the City.
- (b) The Administrative Officer shall convey such plans and reports presented by the applicant to the Planning Commission, which shall make a study thereof and present its findings thereon to Council.
- (c) Upon the receipt of the findings of the Planning Commission, Council shall study the same and, if concurring therewith, shall direct the Administrative Officer to issue the building permit and the certificate of occupancy to the applicant. Such certificate of occupancy may contain conditions attached thereto by Council as it deems necessary in the best interest of the City and such certificate shall be revoked if such conditions are not followed.
- (d) Dedication of Land for Public Use; Easements; Acceptance of Streets and Utilities. If the final plat indicates land for public use, the Planning Commission's approval of the plat and Council's formal approval of Planning Commission's action shall constitute the acceptance of any land dedicated for public use and acceptance of any easement. Following approval, the City shall sign the plat for recording with the County. The acceptance of any street, improvement or utility for public use and maintenance by the municipality shall be by separate action of Council.

(Ord. 335-66, 7-5-66; Ord. 5495-2017, 11-20-17)

CHAPTER 1282. SINGLE-FAMILY DETACHED AND CLUSTER DEVELOPMENT

1282.01 ~~Intent~~ Applicability

~~In order to encourage greater attractiveness, flexibility and utilization of space to obtain a more desirable environment than may be possible through the strict application of minimum requirements of the conventional single-family district, contiguous one-family dwellings may be clustered in accordance with the regulations of this Zoning Code to permit the flexible spacing of lots and buildings in order to encourage:~~

- ~~(a) The creation of functional and interesting residential areas;~~
- ~~(b) The provision of readily accessible recreation areas and open spaces;~~
- ~~(c) The conservation of the natural amenities of the landscape; and~~
- ~~(d) The separation of pedestrian and vehicular circulation.~~

~~(Ord. 2886-94, 7-18-94)~~

As of the effective date of Ordinance 2025-XX, no new single-family detached and cluster development may be submitted or approved under this chapter. Requirements remain for historical reference only.

1282.02 Definitions

As used in this chapter:

- (a) "Cluster area", "cluster use", "cluster dwelling" and "cluster portion of the development area" mean that part of the development area designed and intended for the construction of single-family dwelling units in a unified and harmonious arrangement as reflected on a plan indicating all dwelling units within a specific portion of the development area.
- (b) "Detached single-family unit", "detached single-family dwelling" and "detached single-family portion of the development area" mean that part of the development area designed and intended for the construction of single-family dwelling units to be located upon separate individual lots.

(Ord. 2873-94, 6-6-94)

1282.03 Application; scope

The provisions of this chapter shall apply whenever an owner or developer elects to submit plans in accordance with the provisions of this chapter and whenever the Planning Commission finds and determines that the application of the planning standards and regulations of this chapter are required in order to:

- (a) Preserve or protect natural features or environmental conditions of a land area proposed to be developed;
- (b) Meet the open space or recreational needs of future residents of a land area proposed to be developed;
- (c) Provide for the safety of those utilizing pedestrian and vehicular circulation routes in and near a land area proposed to be developed through the separation of pedestrian circulation from vehicular circulation routes which, for any reason, present an above-average risk to pedestrian traffic; or
- (d) Assure an arrangement or placement of improvements and/or dwelling units on the land area proposed to be developed which will be functional and serviceable in all respects.

Further, this chapter shall apply when the Planning Commission finds and determines that the application of the planning standards and regulations of this chapter will not significantly affect the use

of the land area proposed to be developed when considered as a whole for the purposes and to the extent permitted under this Zoning Code.

(Ord. 2873-94, 6-6-94)

1282.04 Preliminary development plan required; contents

An owner or developer shall submit to the Planning Commission a preliminary plan of a single-family detached and cluster development thereof as specified in Section 1224.02(a) with written application to the Commission.

The preliminary plan shall include:

- (a) Topography, at two-foot contour intervals, of the proposed development area, including property lines, easements, street rights of way and structures, trees and landscape features existing thereon, together with a certificate, by a registered engineer or surveyor, of the gross area of the development in acres and square feet;
- (b) The proposed vehicular and pedestrian traffic patterns, including the proposed location of public and private streets and the location of off-street parking and service areas;
- (c) The proposed assignment of use, including detached single-family lots and single-family cluster areas, and subdivisions of all land, including private land and common land, with a certificate by a registered engineer or surveyor of the gross area of each use of the development area in acres and square feet;
- (d) The proposed forms of covenants running with the land, deed restrictions (including those with respect to the use of the common land), restrictions or easements proposed to be recorded; covenants proposed for maintenance; and homeowners' association bylaws; and
- (e) Such other relevant information as the Commission may require.

(Ord. 2873-94, 6-6-94; Ord. 5389-2016, 7-18-16)

1282.05 Referral of preliminary development plan for review and report

The Planning Commission shall transmit a copy of the preliminary plan to the City Engineer for review, report and recommendation.

A copy of all covenants, restrictions and easements to be recorded, covenants for maintenance of common areas, and homeowners' bylaws, shall be submitted to the Law Director for his or her review and recommendation.

(Ord. 2873-94, 6-6-94)

1282.06 Action by planning commission on preliminary development plan

The Planning Commission shall evaluate the preliminary plan and reports provided for in this chapter and shall make a finding that the preliminary plan complies with the regulations, standards and criteria prescribed by this Zoning Code for a single-family detached and cluster development, or a finding of any failure of such compliance, and shall act to approve, disapprove or modify such preliminary plan.

(Ord. 2873-94, 6-6-94)

1282.07 Final subdivision plan; contents

The developer of any parcel of land for which a preliminary plan has been approved by the Planning Commission may prepare and submit a final subdivision plan of the single-family detached and cluster development. The final subdivision plan shall contain and be accompanied by the following:

- (a) A written application for approval upon compliance with the formal provisions of this chapter, the application form to be provided by the Commission.

- (b) A plat of the development area showing the street right of way, subdivided and common land, areas reserved for single-family cluster use, and easements, in accordance with the requirements of the Subdivision Regulations, which shall be in form for recording;
- (c) Detailed plans and specifications for all streets, sidewalks, storm and sanitary sewers, water mains, street illumination, grading and other site features of the development area, or that portion of the development area to be developed and designed in accordance with the Subdivision Regulations and other applicable laws and regulations;
- (d) A detailed landscape plan showing all existing site features to remain, recreation facilities and the landscape treatment of all common open space areas within the development area; and
- (e) The final form of covenants running with the land, deed restrictions (including the use of common land), covenants, restrictions or easements to be recorded, declaration of covenants, restrictions and bylaws of a homeowners' association and its incorporation, declaration of condominium ownership and other covenants, if any, for maintenance.

(Ord. 2873-94, 6-6-94)

1282.08 Action by planning commission on final subdivision plan

- (a) If the Planning Commission finds that the final subdivision plan of the single-family detached and cluster development is in substantial compliance with and represents a detailed expansion of the approved preliminary plan, that it complies with all of the conditions which may have been imposed in the approval of such preliminary plan, that all agreements, contracts, deed restrictions, dedications, declarations of ownership and other required documents are in acceptable form and have been executed, that all fees have been provided and all payments made, and that the applicable provisions of the Subdivision Regulations have been complied with and certified by the City Engineer, the Commission shall then approve such final subdivision plan of single-family detached and cluster development.
- (b) Following approval of the final subdivision plan by the Commission, if the final plat indicates land for public use, the plat shall be submitted to Council for acceptance of any public land and of any easement before it is recorded. The acceptance of any street or utility for public use and maintenance shall be by separate action of Council.
- (c) Dedication of Land for Public Use; Easements; Acceptance of Streets and Utilities. If the final plat indicates land for public use, the Planning Commission's approval of the plat and Council's formal approval of Planning Commission's action shall constitute the acceptance of any land dedicated for public use and acceptance of any easement. Following approval, the City shall sign the plat for recording with the County. The acceptance of any street, improvement or utility for public use and maintenance by the municipality shall be by separate action of Council.

(Ord. 2873-94, 6-6-94; Ord. 5495-2017, 11-20-17)

1282.09 Cluster area design and approval

The developer of any parcel of land previously approved for cluster single-family use in a single-family detached and cluster development shall prepare a detailed site plan of the cluster area proposed for development.

The site plan of each cluster single-family area shall include the following:

- (a) The number, location, arrangement and architectural design of all dwelling units;
- (b) The proposed use of all private and common land;
- (c) The location and arrangement of all dedicated and private vehicular and pedestrian accessways;
- (d) The number and arrangement of all open parking and service areas;

- (e) The location of all utilities; and
- (f) The landscape treatment of the cluster area.

The cluster site plan shall be transmitted to the City Engineer for review, report and recommendation.

A copy of all covenants, restrictions and easements to be recorded, covenants for the maintenance of common areas, and homeowners' association bylaws, shall be submitted to the Law Director for his or her approval.

The Commission shall evaluate the reports of the City Engineer and the Law Director and shall act to approve, disapprove or modify the cluster area site plan.

(Ord. 2873-94, 6-6-94)

1282.10 Permitted buildings and uses

Buildings and land shall be used, and buildings shall be erected, altered, moved and maintained, in a single-family detached and cluster development only in accordance with the following:

- (a) Main Buildings and Uses.
 - (1) One-family dwellings; and
 - (2) Common open spaces, recreation areas and public facilities.
- (b) Accessory Buildings and Uses. Gardens, fences, walls, pools and other recreation facilities on private and common land.

(Ord. 2873-94, 6-6-94)

1282.11 Land planning criteria

The following planning criteria are established to guide and control the planning, development and use of land in a single-family detached and cluster development:

- (a) Area and Density Regulations.
 - (1) Minimum Development Area. The minimum area to qualify for single-family detached and cluster development shall be twenty-five contiguous acres. The Planning Commission may, however, allow areas of less than twenty-five acres if it finds and determines that the single-family detached and cluster development as proposed can adequately meet the intent of this chapter.
 - (2) Development Area Density. The residential density of the entire development area shall not exceed 2.3 dwelling units per acre.
 - (3) Required Open Space. In any single-family detached and cluster development, the total public or common open space area shall be not less than twenty percent of the gross acreage of the entire development area.
- (b) Building Arrangement and Dwelling Unit Size. The design criteria set forth in this section are intended to provide considerable latitude and freedom to encourage variety in the arrangement of the bulk and shape of buildings, open space and landscape features. The dwellings may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwelling so as to provide privacy and to form a unified composition of buildings and space. Although latitude in design is provided and encouraged, the following design conditions shall be met:
 - (1) Distribution of Cluster Single-Family Dwellings. Not more than thirty-five percent of the total allowable dwelling units within any single-family detached and cluster development may be allocated to cluster areas.

- (2) Cluster Area Building Spacing. Dwelling units in an approved cluster area shall be set back not less than fifteen feet from any common open space area and thirty-five feet from a detached single-family side and rear property line. The Commission may, however, allow lesser distances if it determines that the intent of this chapter will be adequately met.
- (c) Yard and Height Regulations.
- (1) Lot Area. The minimum lot area for each dwelling unit in the detached single-family portion of the development area shall be 12,800 square feet.
 - (2) Lot Width. Dwelling units in the detached single-family portion of the development area shall vary between eighty and 100 feet, provided that an average width of eighty-five feet is achieved and maintained throughout the development area. In the detached single-family portion of the development area, corner lots shall have a minimum lot width of not less than ninety-five, feet measured at the front building setback line.
 - (3) Front Yard Depth. The front yard depth for each dwelling unit in the detached single-family portion of the development area shall be varied from thirty feet to forty feet, with an average minimum setback of thirty-five feet maintained throughout the detached single-family portion of the development area. The front yard depth for each dwelling unit within any cluster single-family portion of the development area shall be no less than twenty-two feet, measured from the nearest edge of the street or the sidewalk pavement.
 - (4) Side Yard and Building Spacing. In the detached single-family portion of the development area, side-yard width and the separation between adjacent dwellings shall be as follows:
 - A. Each dwelling shall have a minimum side-yard depth of not less than five feet: and
 - B. The minimum separation between adjacent dwellings shall be no less than fifteen feet.
 - (5) Rear Yard. The rear yard depth for dwellings in the detached single-family portion of the development area shall not be less than thirty feet.
 - (6) Building Height. The height of any single-family dwelling shall not exceed thirty-five feet.
- (d) Access and Vehicular Circulation. Each cluster area of single-family dwelling units shall be served by a dedicated street. However, individual dwelling units within such cluster area need not abut the same, provided that:
- (1) Each dwelling unit is accessible, by means of a private drive, to service and emergency vehicles in a manner acceptable to the City Engineer.
 - (2) Construction methods, standards and materials for private drives meet accepted engineering practice and are approved by the City Engineer.
 - (3) The location, design and construction of all utilities on private or common land is approved by the City Engineer.
 - (4) The preservation and maintenance of all private drives and utilities on private land is assured by firm commitment of the abutting owners through documents recorded in the office of the County Recorder or in such other form as is approved by the Director of Law. Each dwelling unit in the detached single-family portion of the development area shall abut upon a dedicated street.
- (e) Parking. Two enclosed parking spaces shall be provided for each dwelling unit in a single-family detached and cluster development outside the street right of way or private drive. Additional off-street parking areas may be required by the Commission if it determines that such additional parking is necessary to adequately serve the needs of the cluster area.

(Ord. 2873-94, 6-6-94; Ord. 3664-01, 3-19-01; Ord. 3672-01, 4-2-01; Ord. 3898-03, 5-5-03)

1282.12 Cluster area improvements

- (a) The developer of a cluster area shall submit to the City Engineer for his or her approval, the detailed design of all improvements of a cluster area, including the pavement, storm sewers, sanitary sewers, water mains, sidewalks, gas lines, electric lines and telephone lines. This submission shall conform to the requirements of the City Engineer and Council for plans and specifications with respect to the construction and material standards for all pavement and utility installations within the City.
- (b) Utility improvements in a cluster area, if approved by the Planning Commission and the City Engineer, need not be installed in a dedicated right of way. In all instances where such improvements are not installed in a dedicated right of way, and the operation and maintenance of such utilities are to be performed by the City or other public utility, the owner shall grant permanent easements to the City and/or other public utility, in a form satisfactory to the Law Director and the City Engineer, providing for access to the utilities by the City and/or other utility companies.
- (c) All streets in the single-family detached portion of the development must be offered for dedication to the City. The Planning Commission may, however, permit rights of way and pavement dimensions of less than the minimum requirements set forth in the City's Subdivision Regulations, if approved by the City Engineer and Council. The procedures and requirements for the dedication of streets in a single-family detached and cluster development shall meet all other standards set forth in the Subdivision Regulations.

(Ord. 2873-94, 6-6-94)

1282.13 Permitted signs

Provisions relating to signs in a single-family detached cluster development shall be as provided in Chapter 1286.

(Ord. 2873-94, 6-6-94.)

1282.14 Temporary structures as conditional uses

Temporary structures shall be deemed a conditional use in a single-family detached and cluster development and shall be permitted if such structures are deemed necessary for construction operations of the dwellings of the area, provided that:

- (a) Such structures shall be limited to offices, yards and buildings for the storage of lumber, equipment and other building material, and to workshops for prefabricating building components.
- (b) The operations and activities carried on within such structures shall not adversely affect the use of nearby dwellings by reason of noise, smoke, dust, odor, fumes, vibration, electrical disturbance or glare to a greater extent than normal in the district that is being developed.
- (c) The hours of operation shall be 7:00 a.m. to 6:00 p.m., and the concentration of vehicles attracted to the premises in connection with such use shall not be more hazardous than normal traffic in the district being developed.
- (d) All temporary structures, when constructed, shall be located at least 100 feet from the nearest occupied residential dwelling.
- (e) All structures and yard storage areas are to be enclosed by a fence.
- (f) A conditional use permit for such temporary structures has been applied for and approved.

(Ord. 2873-94, 6-6-94; Ord. 3903-03, 5-5-03; Ord. 5983-2022, 8-1-22)



To: Planning Commission

From: Kim Lieber, AICP, Director of Planning and Development

Re: Ordinance 2025-154

Date: November 25, 2025

Ordinance 2025-154: An Ordinance suspending by-right cluster subdivisions in the R-1 Residence District and amending Chapters 1250, 1280 and 1282 of the North Ridgeville Zoning Code.

- Amends 1250.01 Intent section by deleting second sentence referencing ability to propose cluster subdivisions
- Amends 1280.01 replacing Intent with new Applicability section indicating suspension of Cluster Subdivisions
- Amends 1282.01 replacing Intent with new Applicability section indicating suspension of Single Family Detached and Cluster Developments

Ordinance 2025-154 proposes to end the ability of developers to obtain approval for cluster subdivisions in the R-1 Residence District by right. The ordinance amends the zoning code to remove this entitlement while preserving the existing cluster regulations in the code for historical reference.

Cluster subdivisions (Chapter 1280) have been permitted by right in the Residence District since the city adopted its first zoning code in the 1960s. An additional cluster-by-right district (Chapter 1282) was adopted by Council in 1994. In recent years, developers have increasingly utilized cluster provisions rather than the traditional R-1 standards, due in large part to reduced lot sizes and greater design flexibility. As a result, nearly all current residential proposals utilize the cluster regulations.

In response to concerns about zoning raised in the Ridgeville Ready Master Plan, the city hired a consultant to conduct a comprehensive review of the zoning code and subdivision regulations and to draft updated standards. The code diagnosis identified numerous deficiencies in the current regulations. For example, the current cluster development regulations do not provide meaningful open space. Clusters were designed to be density neutral—matching the underlying R-1 standard of 2.3 units per acre—while preserving open space, but in practice the regulations have not achieved this goal. The cluster districts place no limits on what may be included as open space, allowing areas such as stormwater ponds, wetlands or narrow, unusable strips between lots to count toward the requirement. The resulting developments do not achieve a density-neutral feel or provide usable, accessible open space as intended.

The zoning code rewrite is well under way, with the framework for the new regulations largely defined, while the full draft is still being assembled. Adoption is anticipated in 2026. The draft code does not continue the by-right cluster option that exists under current regulations. Instead, any cluster-style residential proposal or mixed-use concept would need to follow a planned unit development process, which includes a legislative rezoning by Council to a PUD district. This approach is intended to provide

both Planning Commission and Council with greater control over housing types, densities and neighborhood amenities to support higher-quality development outcomes.

Until the new code is formally adopted, the existing provisions that allow cluster developments by right remain in effect and new projects continue to be submitted under those rules. Because the draft code is nearing completion, this is an appropriate time to sunset the by-right cluster option in the current code. The R-1 Residence District will remain unchanged during the interim period. While it continues to allow residential construction, the minimum lot sizes and other dimensional requirements are significantly larger than those permitted in cluster developments.

The ordinance does not alter any existing approvals for cluster developments or for phases of developments with an approved preliminary plan. It also confirms that existing cluster developments remain legal and zoning compliant so that homeowners are not adversely affected when selling, refinancing or improving their properties.

Also of note, as part of this project, the city's zoning map will be updated to accurately reflect previously approved cluster developments. Currently these developments are shown only as R-1 and are not separately identified on the map. This causes confusion for appraisers, bankers and real estate professionals when determining the applicable requirements for lots smaller than the standard R-1 minimum. Updating the map will provide clarity and consistency for residents and the development community.

(b) No natural drainage course shall be altered, and no fill, building or structure shall be placed in any such natural drainage course, unless recommended by the City Engineer and approved by Council.

(c) Natural drainage courses, wetlands and preservation areas shall be shown on new subdivision plats and improvement plans. Riparian setbacks, named watercourses, common drainage areas and wetlands to be preserved shall not encroach into residential sublots within new developments as reviewed and approved by the City Engineer. The City Engineer reserves the right to waive these restrictions for hardship cases.

(d) New platted subdivision storm sewers, sanitary sewers and common stormwater drainage improvements shall be placed within blocks of common ownership, to be maintained by the designated homeowners' association (HOA). No other improvements other than grass shall be placed within these blocks. Long-term maintenance of these areas shall be addressed in the Covenants and Restrictions for Long Term Maintenance for each installed stormwater Best Management Practice (BMP) and shall require approval by the City Engineer.

SECTION 2. Section 1226.08 of the North Ridgeville Subdivision Regulations, be and is hereby amended to read as follows:

1226.08 Easements.

Private and public utility easements shall have a minimum width of twelve feet, or such additional width as may be required for necessary access to the utility involved. Such easements shall be located along rear or side lot lines, with six feet thereof being located on each side of such lot lines, except under special circumstances where the Planning Commission may require them in other locations. For lots facing curvilinear streets, the rear easement shall consist of straight lines with a minimum number of points of deflection. All easements shall conform to Section 1226.03.

Permitted easements shall include language that clearly identifies (1) the location of the easement, (2) the utility and purpose, and (3) the parties involved and their respective responsibilities. Easements shall not be utilized for storm drainage, sanitary sewers, waterlines or other public utilities. See Sections 1226.02(c) and (d) for further restrictions.

SECTION 3. That all other ordinances or parts of ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted sections are likewise repealed to the extent of such inconsistency or conflict only.

SECTION 4. In all other respects, the North Ridgeville Planning and Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. That, if any section, paragraph, sentence, clause, phrase, term, provision or part of this Ordinance, together with all of its Exhibits attached thereto, shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph,

sentence, clause, phrase, term, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 7. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

To: Planning Commission

From: Kim Lieber, AICP, Director of Planning and Development

Re: Ordinance 2025-157

Date: November 25, 2025

Ordinance 2025-157: An Ordinance amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.

- Amends 1226.02 Storm and sanitary sewers; protection of natural drainage courses
 - Requires wetlands, riparian setbacks, drainage courses and other preservation areas to be located outside of residential sublots
 - Requires utilities serving subdivisions to be placed in blocks maintained by the HOA
- Amends 1226.08 Easements
 - Adds requirements that better define location, purpose and responsible parties for all easements
 - Prohibits public utilities (water, sewer, storm) from being installed across sublots via easement

The city routinely reviews subdivisions proposed on sites that include wetlands, natural drainage courses and other sensitive features. Clearly identifying these areas on plats – and keeping them out of residential lots – helps prevent grading issues, encroachments and confusion for homeowners down the road. This is a standard best practice that also supports proper stormwater function and reduces long-term maintenance problems.

The city has also run into difficulties when stormwater and utility lines are placed across private yards through easements. Where this has occurred, it can create access problems, inconsistent maintenance and landscaping conflicts. It also leaves residents and HOAs unsure of their responsibilities. Requiring these systems to be located instead in common areas owned by the HOA provides reliable access, clear maintenance responsibility and fewer conflicts with how homeowners use their yards.

These amendments put into writing the practices the city already uses during subdivision review. Adding these standards to the code gives developers clearer expectations up front, helps streamline review and reduces the need for plan revisions. Overall, the changes create a more predictable and consistent development process.

Street Vacations, Narrowing and Name Changes
PETITION AND APPLICANT GUIDE



INITIATION

Street vacations, street narrowing and name changes may be initiated by a written petition of a property owner of a lot in the immediate vicinity of the street to be vacated, narrowed or renamed.

PETITION REQUIREMENTS

Any property owner requesting a street to be vacated, narrowed or renamed shall file the following with the Clerk of Council along with the required \$162.00 fee:

- (a) This petition for the renaming, vacating or narrowing of the street
- (b) An accurate legal description of the street, together with a plat drawn to a scale of one-inch equals 100 feet
- (c) A list of owners, and their addresses, of the property abutting upon the part of the street proposed to be vacated, narrowed or renamed
- (d) Written consent from such abutting property owners, and, if no written consent is obtained, a statement included with the petition to that effect

Any petition complete with required exhibits shall be forwarded to the Law Director to be prepared in ordinance form for introduction to Council.

CONSIDERATION BY PLANNING COMMISSION

Any ordinance proposing a renaming, vacation or narrowing shall first be submitted to the Planning Commission for approval, disapproval or suggestions, and the Planning Commission shall be allowed not less than thirty days for consideration and report.

PUBLIC HEARING

Council shall hold a public hearing before the adoption of the proposed ordinance. In order that opportunity shall be afforded to any person interested to be heard, at least thirty days' notice of any ordinance and of the required public hearing shall be provided in a local newspaper.

ACTION BY COUNCIL

Council may adopt the proposed ordinance by vote of a majority of Council members, provided that the proposed ordinance received approval by the Planning Commission. If the proposed ordinance was disapproved by the Planning Commission, it can only be adopted if it receives the vote of two-thirds of all members of Council.

PETITION REQUEST

Aspen Street _____ Section west of Ridgeview Blvd. between 5674 and 5680 Ridgeview Blvd.
 Street name _____ Describe portion/extent if not entire street

Street Vacation Street Narrowing

Name Change: _____

PROPERTY OWNER INFORMATION

Ellis S. Stevens and Jodi A. Stevens _____
 Name(s)

5674 Ridgeview Blvd., North Ridgeville, OH 44039 _____
 Property owner address

_____ _____
 Property owner phone Property owner email

PETITION AUTHORIZATION

Ellis S. Stevens *Jodi A. Stevens* _____
 Property owner signature Date

August 27, 2025

Street Vacations, Narrowing and Name Changes
PETITION AND APPLICANT GUIDE



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Any petition complete with required exhibits shall be forwarded to the Law Director to be prepared in ordinance form for introduction to Council.

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Council shall hold a public hearing before the adoption of the proposed ordinance. In order that opportunity shall be afforded to any person interested to be heard, at least thirty days' notice of any ordinance and of the required public hearing shall be provided in a local newspaper.

ACTION BY COUNCIL

Council may adopt the proposed ordinance by vote of a majority of Council members, provided that the proposed ordinance received approval by the Planning Commission. If the proposed ordinance was disapproved by the Planning Commission, it can only be adopted if it receives the vote of two-thirds of all members of Council.

PETITION REQUEST

Aspen Street

Section west of Ridgeview Blvd. between 5674 and 5660 Ridgeview Blvd.

Street name

Describe portion/extent if not entire street

Street Vacation

Street Narrowing

Name Change: _____

PROPERTY OWNER INFORMATION

Tyler Pauley-Hill, Solomiya Pauley-Hill

Name(s)

5660 Ridgeview Blvd., North Ridgeville, OH 44039

Property owner address

Property owner phone

Property owner email

PETITION AUTHORIZATION

Tyler Pauley-Hill, Solomiya Pauley-Hill August 27, 2025

Property owner signature

Date

Permission NOT request

SECTION 2. The vacation and any subsequent conveyance by way of City quit claim deed shall be subject to a twenty-foot (20'-0") utility easement preserving the City's currently existing rights and benefit for existing utility lines in this area, including access and maintenance as required.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

August 27, 2025

Dear Clerk of Council,

We, the homeowners below are requesting to vacate the portion of Aspen Street west of Ridgeview Blvd. between our two properties located at 5674 Ridgeview Blvd. -parcel number 0700020106009 and 5660 Ridgeview Blvd. – parcel number 0700020104007 as highlighted on the attached auditor map.

We have spoken with Guy in the building department and he has assured us that there are no plans to connect this portion of Aspen with the new French Creek Crossings development behind us and encouraged us to move forward with this request.

We, the homeowners have been maintaining this portion 50/50 since building in 2002.

We, have both completed the petition and application so that you can be assured that we both are providing signed written consent for this portion to be divided between us.

Please let us know if you need more information or any next steps that we need to take.

We appreciate your consideration with this street vacate.

Ellis S. Stevens

Jodi A. Stevens

5674 Ridgeview Blvd., North Ridgeville

Tyler Pauley-Hill

Solomiya Pauley-Hill

5660 Ridgeview Blvd., North Ridgeville

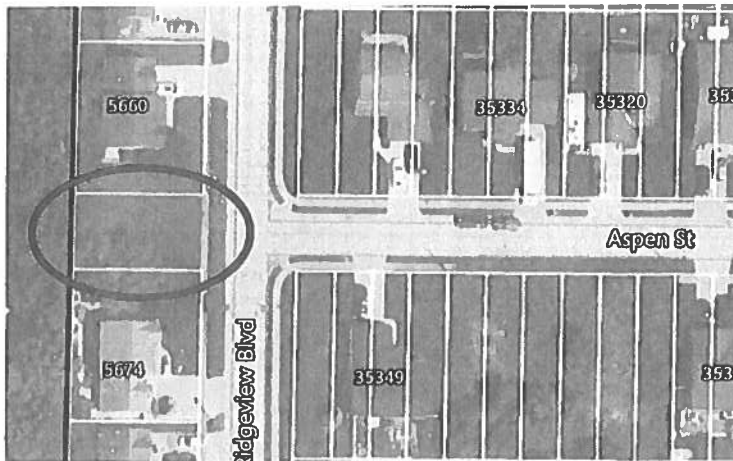


- A U.S. Best Managed Company
- A Certified "Great Place to Work"

November 7th, 2025

To: The City of North Ridgeville, Tina Wieber and Fijabi Gallam
 Fr: Thom Sutcliffe, Drees Homes Land Acquisition Manager
 Re: Stub Street Vacate – Aspen Street

Drees Homes has recently been asked our position on the possible vacating of the western stub extension of Aspen Street in North Ridgeville as seen below circled in RED:

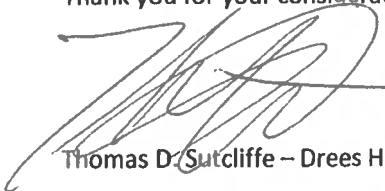


Drees Homes welcomes this possible vacate, as this existing stub will never be used as an access to our subdivision to the west, and would only act as a conduit for foot traffic to enter the future homeowners back yards in the Crossing at French Creek subdivision.

Drees Homes also supports the possible split and consolidation of this stub lot to the adjacent properties of 5660 and 5674 Ridgeview Blvd., who appear to have been maintaining this property for many years.

Feel free to reach out to myself with any questions or concerns regarding our support.

Thank you for your consideration.



Thomas D. Sutcliffe – Drees Homes, Land Acquisition Manager

Cc: Fijabi Gallam and Tina Wieber, North Ridgeville

6860 W. Snowville Road, Suite 105, Brecksville Ohio 44141 – (o) 440.717.9670 - www.dreeshomes.com

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P.O. BOX 198
1607 STATE RD., UNIT E-50
VERMILION, OH 44089
(440) 234-7350 - (440) 234-5544

Richard D. Metzker, P.S., President

Description

November 7, 2025

Sharan/Pauley-Hill

Sublot 7A
0.1570 Acres

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being all of Sublot 7, Block "PP" in the "Auditors Revised Plat of Center Ridge Heights Subdivision", of part of Original Ridgeville Township Lot Number 20, as shown by the recorded plat in Volume 70, Page 5 of the Lorain County Map Records and part of vacated Aspen Street, and being further bounded and described as follows:

Beginning at a monument box with (4) reference drill holes found at the intersection of the centerline of Ridgeview Boulevard (50 feet wide) and the centerline of Aspen Street (40 feet wide);

Thence North 89 degrees 45 minutes 43 seconds West along the centerline of said Aspen Street, a distance of 25.00 feet to an iron pin set at its intersection with the west line of said Ridgeview Boulevard, said point also being the Principal Place of Beginning;

Thence North 89 degrees 45 minutes 43 seconds West and continuing along the centerline of said vacated Aspen Street, a distance of 68.59 feet to an iron pin set at its intersection with the west line thereof;

Thence North 00 degrees 13 minutes 41 seconds East along the west line of said vacated Aspen Street and along the west line of said Sublot 7 and passing through a 5/8 inch iron pin found at 20.00 feet, a distance of 100.00 feet to a 5/8 inch iron pin found and capped "8078" at the northwest corner of said Sublot 7;

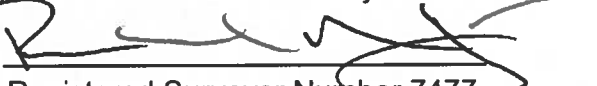
Thence South 89 degrees 45 minutes 43 seconds East along the north line of said Sublot 7, a distance of 68.19 feet to a point at its intersection with the west line of said Ridgeview Boulevard, said point being witnessed by a 5/8 inch iron pin found and capped "8079", 0.06 feet south;

Thence South 00 degrees 00 minutes 00 seconds West along the west line of said Ridgeview Boulevard and passing through a 5/8 inch iron pin found and capped "KS & Assoc." at 80.00 feet, a distance of 100.00 feet to the Principal Place of Beginning and containing 6,839 square feet – 0.1570 acres of land more or less, according to a survey performed in October 2025 by Richard Metzker, Registered Surveyor Number 7477.

The courses used in this description are given to the centerline of said Ridgeview Boulevard per the recorded plat and are used to indicate angles only. Iron Pins set are 5/8 inch rebar – 30 inches long and capped "Metzker 7477". Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
Registered Surveyor Number 7477

Reason: I am the author of this document
Date: 2025-11-07 10:23:05:00

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P.O. BOX 198
1607 STATE RD., UNIT E-50
VERMILION, OH 44089
(440) 234-7350 - (440) 234-5544

Richard D. Metzker, P.S., President

Description

November 7, 2025

Stevens

Sublot 9A
0.1579 Acres

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being all of Sublot 9, Block "OO" in the "Auditors Revised Plat of Center Ridge Heights Subdivision", of part of Original Ridgeville Township Lot Number 20, as shown by the recorded plat in Volume 70, Page 5 of the Lorain County Map Records and part of vacated Aspen Street, and being further bounded and described as follows:

Beginning at a monument box with (4) reference drill holes found at the intersection of the centerline of Ridgeview Boulevard (50 feet wide) and the centerline of Aspen Street (40 feet wide);

Thence North 89 degrees 45 minutes 43 seconds West along the centerline of said Aspen Street, a distance of 25.00 feet to an iron pin set at its intersection with the west line of said Ridgeview Boulevard, said point also being the Principal Place of Beginning;

Thence South 00 degrees 00 minutes 00 seconds West and passing through a 5/8 inch iron pin found at 19.92 feet, a distance of 100.00 feet to a point at the southeast corner of said Sublot 9, said point being witnessed by a 5/8 inch iron pin found 0.06 feet north;

Thence North 89 degrees 45 minutes 43 seconds West along the south line of said Sublot 9, a distance of 68.99 feet to a 5/8 inch iron pin found at the southwest corner thereof;

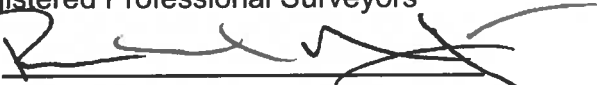
Thence North 00 degrees 13 minutes 41 seconds East along the west line of said Sublot 9 and along the west line of said vacated Aspen Street, a distance of 100.00 feet to an iron pin set at its intersection with the centerline of said vacated Aspen Street;

Thence South 89 degrees 45 minutes 43 seconds East along the centerline of said vacated Aspen Street, a distance of 68.59 feet to the Principal Place of Beginning and containing 6,879 square feet - 0.1579 acres of land more or less, according to a survey performed in October 2025 by Richard Metzker, Registered Surveyor Number 7477.

The courses used in this description are given to the centerline of said Ridgeview Boulevard per the recorded plat and are used to indicate angles only. Iron Pins set are 5/8 inch rebar - 30 inches long and capped "Metzker 7477". Distances are given in feet and decimal parts thereof.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
Registered Surveyor Number 7477

Reason: I am the author of this document
Date: 2025-11-07 09:18-05:00

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P.O. BOX 198
1607 STATE RD., UNIT E-50
VERMILION, OH 44089
(440) 234-7350 - (440) 234-5544

Richard D. Metzker, P.S., President

Description

November 7, 2025

Portion of Aspen Street Vacation

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being part of Aspen Street (40 feet wide) in the "Auditors Revised Plat of Center Ridge Heights Subdivision", of part of Original Ridgeville Township Lot Number 20, as shown by the recorded plat in Volume 70, Page 5 of the Lorain County Map, and being further bounded and described as follows:

Beginning at the intersection of the centerline of Ridgeview Boulevard (50 feet wide) and the centerline of Aspen Street (40 feet wide);

Thence North 89 degrees 45 minutes 43 seconds West along the centerline of said Aspen Street, a distance of 25.00 feet its intersection with the west line of said Ridgeview Boulevard, said point also being the Principal Place of Beginning;

Thence South 00 degrees 00 minutes 00 seconds West along the west line of said Ridgeview Boulevard a distance of 20.00 feet to its intersection with the south line of said Aspen Street, said point also being northeast corner of Sublot 9, Block "OO" in said Subdivision;

Thence North 89 degrees 45 minutes 43 seconds West along the south line of said Aspen Street, a distance of 68.67 feet to its intersection with the west line thereof, said point also being the northwest corner of said Sublot 9, Block "OO";

Thence North 00 degrees 13 minutes 41 seconds East along the west line of Aspen Street, a distance of 40.00 feet to its intersection with the north line thereof, said point also being the southwest corner of Sublot 7, Block "PP" in said Subdivision;

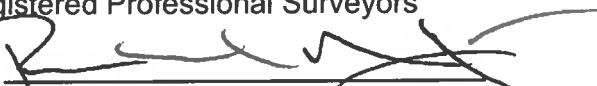
Thence South 89 degrees 45 minutes 43 seconds East along the north line of said Aspen Street, a distance of 68.51 feet to its intersection with the west line of said Ridgeview Boulevard, said point also being the southeast corner of said Sublot 7. Block "PP"

Thence South 00 degrees 00 minutes 00 seconds West along the west line of said Ridgeview Boulevard, a distance of 20.00 feet to the Principal Place of Beginning and containing 2,754 square feet – 0.0630 acres of land more or less.

The courses used in this description are given to the centerline of said Ridgeview Boulevard per the recorded plat and are used to indicate angles only.



HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
Registered Surveyor Number 7477

Reason: I am the author of this document
Date: 2025-11-07 14:01-05:00

Lot Consolidation Map

made at the instance of
Jodi Stevens

Sublot No. 9, Block "00" and Sublot No. 7, Block "PP" in the "Auditors Revised Plat of Center Ridge Heights Subdivision", of part of Original Ridgeville Township Lot No. 20, as recorded in Vol. 70, Pg 5 of Lorain County Map Records
City of North Ridgeville, County of Lorain, State of Ohio

Order No. 25-123 F.B. See Folder/Data Collector jodi.stevens 5674.ridgeview.blvd N.ridgeville.dwg

I hereby state that this plat is a true and accurate representation of the premises shown hereon, and was based on an actual survey performed on the ground, and is in accordance with the Minimum Standards for boundary surveys as indicated by the State of Ohio Chapter 4733-37 of the Ohio Administrative Code. All to the best of my knowledge, information and personal beliefs. Distances are given in feet and decimal parts thereof. Courses are given to the centerline of Ridgeview Blvd per the recorded Plat in Volume 70, Page 5, and are used to indicate angle on v.

HOFMANN-METZKER, INC.

Registered Professional Surveyors
P.O. Box 198
1607 State Rd, Unit E-50
Vermilion, Ohio 44089
(419) 234-3333 (419) 234-5544
email: rich@h-m-surveying.com

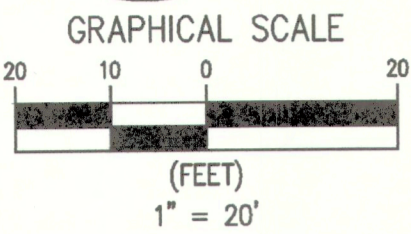
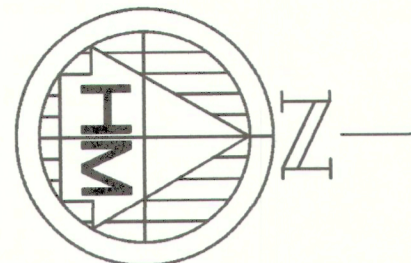


Registered Surveyor No. 7477
Richard Metzker

This survey was made with the benefit of a Title search. Surveyor has made no independent search for encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current Title search may disclose

Basis of Bearings

N00°00'00"E
Centerline Ridgeview Boulevard per Record Plat



References

- Auditors Revised Plat of Center Ridge Heights Subd Vol. 70 Pg. 5
- Title and Adjoiner Deeds

The intent of this plat is to combine the northerly half of the vacated street to Parcel 07-00-020-104-007 and the southerly half of the vacated street to Parcel 07-00-020-106-009, creating Sublots 7A and 9A

Survey Legend

- r or rec Denotes Record Distance or Angle per Auditors Revised Plat of Center Ridge Hghts Subd
- u Denotes Used Point, Distance or Angle
- fd Denotes Point Found
- R/W Denotes Right of Way
- C Denotes Centerline
- P Denotes Property Line
- ⊙ I.P.S. Denotes 5/8" Iron Pin Set and capped "Metzker 7477"
- Denotes Iron Pin Found
- ⊠ Denotes 5/8" IP in Monument Box Found
- "point found"
X.XX' N
X.XX' E Distance and Direction point found is from corner

Property Information

Sublot 7/Block "PP"
Parcel No. 07-00-020-104-007
Owner: Solomiya Sharan & Tyler J. Pauley-Hill
Deed: File No. 2022-0863407
February 17, 2022
5660 Ridgeview Blvd.
North Ridgeville, OH 44039

Sublot 9/Block "00"
Parcel No. 07-00-020-106-009
Owner: Ellis S. & Jodi A. Stevens
Deed: Inst. No. 20020854086
September 10, 2002
5674 Ridgeview Blvd.
North Ridgeville, OH 44039

The Crossing at French Creek Subdivision No. 01
Block 'D'
07-00-020-101-155

Vacated
Ordinance No XXXX-XX

