

Protective Deed Covenants Applicable to Forest Hill Homes

Introduction

In order to preserve and enhance his Forest Hill residential community, John D. Rockefeller, Jr. carefully selected deed restrictions for all Forest Hill homes — he is the original “Grantor” referenced throughout the covenants. Since then there have been minor revisions to the covenants, but their text and purpose remain substantially unchanged.

Forest Hill Home Owners has been granted the authority to enforce these deed provisions to honor the original intent of Rockefeller’s plan for Forest Hill to be a residential community whose high standards are guarded by well chosen restrictions. FHHO is now the “Grantor” and if you own a home in Forest Hill, you are a “Grantee” both bound and protected by the covenants.

The Covenants

The Grantee, in consideration of the execution and delivery of this deed, hereby covenants and agrees with and for the benefit of the Grantor, his heirs and assigns, and any present or future owners of any lot or lots, now or hereafter laid out, in any of the “Blocks” as shown by the above named plat of layout of streets, to hold and use said premises subject to the following covenants, rights, terms, reservations, limitations, agreements and restrictions, to-wit:

1. The said premises shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants; and no other than one single family, private residence purpose building, hereinafter for convenience called “dwelling;” shall be erected, reconstructed, placed or suffered to remain thereon; and said premises shall not be subdivided into smaller parcels or used or occupied except as one parcel.

2. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any lot in the above mentioned subdivision, said premises having a cost and fair value (based on 1936 construction costs) of less than \$20,000 if a corner lot, and of less than \$15,000 if an inside lot.

3. No dwelling or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the architect thereof, the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and other details of said dwelling shall have been approved in writing by the Grantor, and a true copy of said plans, specifications and details shall have been lodged permanently with the Grantor; and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said the premises.

4. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said subdivision, nor nearer to any side line or rear line than the building, if any,

now erected upon said premises, or, if no building be now erected on said premises, nearer to any side line or rear line than shall be determined by the Grantor in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling house shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling.

5. In connection with the provisions contained in Sections 2, 3 and 4, it is hereby provided that if, in the opinion of Grantor, by reason of the shape, dimensions or topography of the premises hereby conveyed, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to him, the enforcement of the provisions of said sections would work a hardship, Grantor may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in his judgment, do material damage to any abutting or adjacent property.

6. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage shall have been first approved in writing by the Grantor, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the Grantor, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

7. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by the Grantor in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Grantor.

8. No portion of the within described premises nearer to any highway than the building setback line or lines shown upon the plat of said subdivision, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary, fountains and similar ornamentations, for the purpose of beautifying said premises; but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, wall or enclosure of any kind, or for any purpose shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises unless and until the written consent of the

Grantor shall have been first obtained therefor, and subject to the terms and conditions of said consent as to its type, height, width, upkeep and any general conditions pertaining thereto that said consent may name.

9. No heating apparatus in or for any building upon the premises hereby conveyed shall be operated with any but smoke-free fuel, unless such apparatus be equipped, operated and maintained with such devices as will prevent smoke. No chickens or other fowl or livestock of any kind, shall be kept or harbored upon said premises.

10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises; and no gas or oil derrick or erection of any other kind (except one dwelling house with garage an integral part thereof), no well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling, without the consent of the Grantor first had and obtained.

11. The Grantor reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits and of water, gas, sewer and steam pipes and conduits and of street railway, interurban, rapid transit, subway or any other public utility facilities, together with their necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways now existing or hereafter established upon which any portion of said premises may now or hereafter front or abut.

12. The Grantor reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

13. The Grantor reserves and is hereby granted the right, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions in this deed contained, to enter the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Grantor, and the Grantor shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Grantor to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this deed, shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and the Grantor shall at any and all times have the right to enforce the same.

14. The Grantor reserves the right to waive, change or cancel any and all of the restrictions contained in this deed, if, in his judgment, the development or lack of development warrants the same, or if, in his judgment, the ends and purposes of said subdivision would be better served

15. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and terms shall be deemed as covenants and not as conditions hereof, and shall run with the land and shall bind the Grantee until the first day of May, 2029, in any event, and continuously thereafter, unless and until any proposed changes shall have been approved in writing by the owners of the legal title to all of the land on both sides of the highway within the block in which is located the property, the use of which is sought to be altered by said proposed change, and the Grantee herein agrees to require that these restrictions be recited at length in all future instruments conveying said premises.

16. The Grantor hereby reserves perpetual easements and rights-of-way in, over, under and across the premises hereby conveyed and in, to and through any buildings now or hereafter erected thereon, with right of free and unobstructed ingress, egress and access to all points of any of the installation hereinafter mentioned and the space surrounding same, for the purpose of constructing, installing, operating and maintaining telephone and electric pole lines, underground conduits and all connections, appliances and installations connected therewith, and sewers and conduits for storm water and sanitary purposes, and gas and water mains and any other similar facilities deemed convenient or necessary by Grantor for the service of the premises hereby conveyed and of adjoining and adjacent property. The Grantor further reserves the right to assign said easements and rights-of-way, or use thereof, in whole or in part, at any time and from time to time to one or more persons, firms and/or corporations furnishing anyone or more of the aforesaid or similar facilities or any part thereof.

17. It is understood that the above enumerated covenants, rights, terms, reservations, limitations, easements and restrictions are not intended to constitute a uniform plan for the development of all of the lands owned by Grantor in the Cities of East Cleveland and Cleveland Heights, Cuyahoga County, Ohio, and the Grantor reserves the right to sell, lease, rent, use, and/or occupy parts of said lands for apartment, business and other uses. The restrictions imposed by this instrument upon the use of the premises hereby conveyed shall not be held to prevent the use of adjoining and adjacent lands by the Grantor, or his heirs or assigns, for such other purposes, and such use of said other lands shall not be held as relieving the Grantee hereunder from the restrictions imposed upon the premises hereby conveyed.

18. Whenever in this instrument the context so admits, the names of Grantor and Grantee and the terms "grantor" and "grantee" shall be construed as including the heirs, devisees, personal representatives, successors and assigns, as the case may be; and the pronoun as used herein in the third person, singular number and masculine gender, shall be construed as meaning the person, number and gender appropriate to the first designations of the parties. By way of more detailed definition of the term "grantor" (as having application to the reservation of various rights to approve, designate, determine, modify, consent and otherwise take future action as reserved to the Grantor in the present or in any prior or future deed or deeds to any lot or lots, now or hereafter laid out, in any of the "Blocks" as shown in the above named plat of layout of streets), it is hereby expressly declared that each and every such reservation and right shall pass to and

vest in the successor from time to time (and if there be more than one successor, then pro tanto according to their joint or several title in any "Block") of the Grantor in and to his title as an allotter and being his ultimate or prospective user, and when intending, by and deed, to convey his title as an allotter in any one or more "Blocks," the Grantor, in any such deed, shall so designate such title or otherwise manifest such intention.

19. Whenever any of the foregoing covenants, reservations, limitations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Grantor, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Grantor and appointed by Grantor's written power of attorney as then recorded in the Records of Cuyahoga County, Ohio, shall be sufficient.

20. Special notice is hereby given that under the reserved rights and powers contained in this deed, the Grantor may elect, and hereby confirms reservation of the right to sell, lease, rent, use and/or occupy for apartment, terrace, business and other uses certain of the sublots in said subdivision as determined by Grantor, and with or without such other uses, may elect, and reserves the right to vary of modify any one or more or all of the restrictions pertaining to such sublots as compared with restrictions imposed on the subplot hereby conveyed; all without relieving the within granted subplot from the covenants, terms, reservations, the limitations, agreements and restrictions hereby imposed.