

DECLARATION OF RESTRICTIONS GOVERNING
FIRMAN RIDGE SUBDIVISION

Heritage Development Group, LLC, hereinafter called DEVELOPER, is the owner in fee simple of certain real property in the Village of Sugarcreek, Tuscarawas County, Ohio, known by official plat designation as Firman Ridge Subdivision to the Village of Sugarcreek, County of Tuscarawas, State of Ohio, pursuant to a plat recorded on March 21, 2006 in the Plat Records of the Tuscarawas County Recorder's Office at Volume 35, Page 29.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting said subdivision, DEVELOPER states that all of the real property described above and each lot thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

Now, therefore, DEVELOPER, as owner of such real estate, and for the purpose aforesaid, hereby declares that the following conditions and restrictions shall be adopted to apply in their entirety to all of the above-described lands and lots in Firman Ridge Subdivision:

1. There is hereby created the Firman Ridge Design Committee (DESIGN COMMITTEE), consisting originally of all members of DEVELOPER, and/or such other person or persons as appointed by DEVELOPER. DESIGN COMMITTEE shall be responsible to act upon and approve or reject the written applications for all construction or alteration of dwellings or buildings contemplated by these restrictions. No dwelling or other building shall be commenced or erected, nor shall any exterior addition to, change or alteration be made, until the plans and specifications therefor, elevations, materials, locations, grade elevations, water well and dry well locations and a map showing the location of the above improvements upon the lot, have been approved by DESIGN COMMITTEE. A copy of the complete plans and specifications shall remain the permanent possession of said DESIGN COMMITTEE. No decision of DESIGN COMMITTEE shall be valid and enforceable unless in writing and signed by at least a majority of the members thereof. DESIGN COMMITTEE shall act upon all written applications within thirty (30) days of receipt thereof. DESIGN COMMITTEE shall have the

right to refuse to approve the construction of any such dwelling or addition which, in DESIGN COMMITTEE's sole opinion, is not suitable or desirable for the subdivision. In so reviewing said dwelling or addition, DESIGN COMMITTEE shall take into consideration the suitability of the proposed dwelling or addition (including the materials with which it is proposed to be built) to the lot upon which it is proposed to be built, the harmony thereof with the surroundings and the effect of the dwelling or addition to any and all surrounding lots.

2. All lots shall be used and occupied solely and exclusively for private single family residential purposes, and no building other than one (1) single private residence purpose building, hereinafter for convenience called "dwelling", shall be erected, constructed, reconstructed, placed or suffered to remain thereon unless specifically permitted hereunder.

3. No such dwelling shall be erected, placed, altered or suffered to remain on any lot included in said plat which exceeds two (2) stories in height. The main entrance of each residence dwelling shall front upon the road or street upon which the property hereby conveyed fronts, and the service entrance, if any, shall be so constructed and maintained as to be inconspicuous from the street or road upon which the property fronts. The roof lines and roof pitch on any dwelling or building shall be approved in writing by DESIGN COMMITTEE and shall under no circumstances be less than a 6 - 12 pitch.

4. Each private single family dwelling, if having only one (1) floor or story above the ground or grade, shall have an area, not including open porches or garages, of not less than 1,750 square feet at ground or grade level. Each private single family dwelling, if of multi-level construction, or two (2) floors or stories above the ground or grade, shall have a floor area, not including open porches or garages, of not less than 2,250 square feet. However, in their absolute discretion, DESIGN COMMITTEE may allow a variance from the above square foot requirements of up to 10% in cases where special and extraordinary features are being included or added to the construction which, in the opinion of DESIGN COMMITTEE, will increase the value and desirability of the property to a greater extent than the value of the reduced square footage. No such variance shall be permitted, however, without written plans and proposals therefore first having been submitted to DESIGN COMMITTEE and approved in writing as required under Paragraph #1 herein.

5. Building setbacks shall be not less than those set forth on the recorded plat of Firman Ridge Subdivision, as required by applicable subdivision regulations adopted by the

Village of Sugarcreek, Ohio with respect to Firman Ridge Subdivision.

6. Construction of a dwelling structure shall commence with reasonable diligence and not later than one (1) year after purchase of each lot from DEVELOPER, and said dwelling construction shall be totally completed within twelve (12) months after commencement thereof.

Landscaping shall be required thereafter within one (1) growing season from the conclusion of said dwelling construction and shall consist of trees and shrubs, excluding yard grass, with a minimum cost of not less than Two Thousand Five Hundred Dollars (\$2,500.00), and also shall include lawn trees of a type and location as approved by the Sugarcreek Village Shade Tree Commission under Section 413(c) of the Subdivision Regulations of the Village of Sugarcreek, Ohio.

7. In the event that construction of a dwelling structure is not commenced within one (1) year from the date of the purchase of any lot in the subdivision, then such lot shall be planted with a grass mixture approved by DESIGN COMMITTEE and shall thereafter be mowed regularly until construction begins.

8. Each private single family dwelling shall have an attached enclosed garage providing space for a minimum of two (2) and a maximum of four (4) automobiles. Each garage shall have a hard surface (brick, concrete, asphalt concrete or similar material) driveway. The location of any kind and all driveways shall be determined by DESIGN COMMITTEE in writing at the time of the approval of the plans and specifications for the dwelling thereon, and each driveway shall provide sufficient space and distance to permit a vehicle to enter Firman Drive in a forward facing direction, as required by Section 408(k) of the Subdivision Regulations of the Village of Sugarcreek, Ohio. Construction of said driveway shall be completed within one (1) year from the completion of construction of the dwelling house to which said garage is attached. No boat, trailer, camper, motor home, recreational vehicle, motor coaches or trucks (except pick-up trucks not exceeding 3/4 ton) or other similar item shall be parked, stored or allowed to remain upon any driveway or on any lot except for loading and/or unloading or cleaning unless parked or stored within a garage on said property out of view.

9. Sidewalks shall be required on Lots 893 through 928, inclusive, and shall be constructed in accordance with appropriate requirements established by the Village of Sugarcreek. Sidewalks shall be completed at the same time landscaping completion is required as provided in Paragraph #6 herein.

10. No shed, barn or any other type of detached structure or any addition thereto or alteration thereof shall be erected, reconstructed, placed or allowed to remain upon the property except for the exclusive use of the family occupying the dwelling thereon, nor until the size, location, type, style of architecture, cost, use, materials, color thereof, grade elevation therefor, and the plans, specifications and details of such shed, barn or other type of detached structure, including the driveway approach thereto have first been approved by DESIGN COMMITTEE in writing.
11. Unless otherwise established by Village Postal authorities, all dwellings on Firman Drive shall be equipped with ornamental style or design mailboxes (USPS approved), conforming to the architecture or character of the dwelling structure.
12. A separate request for electric service shall be made to AEP when each dwelling is ready for service. An \$8.00 per month surcharge shall be included in distribution charges on each homeowners monthly electric bill until automatically terminated on December 31, 2007.
13. No fences, hedges or other similar structures shall be erected or maintained on any lot unless the plans, elevations, location, materials and grade thereof have been approved in writing by DESIGN COMMITTEE prior to the commencement of construction, this restriction being for the benefit of all lot owners in the subdivision by requiring conformity in development and aesthetic architecture and styling. Under no circumstances shall any metal fences or metal storage buildings be permitted.
14. No above-ground pools shall be permitted unless appropriately landscaped and fenced and approved in writing by DESIGN COMMITTEE after the submission of written plans therefor, subject to the approval of the appropriate official of the Village of Sugarcreek.
15. No mobile trailer, mobile home, modular home or manufactured home shall be permitted on any lot within said subdivision.
16. No exterior signs of any kind shall be permitted except for house numbering purposes or professionally lettered signs of not more than five (5) square feet advertising the property for sale used by a builder during construction or by the owner during times when the property has been listed for sale. Signs not to exceed two (2) square feet in size and for the sole purpose of advertising an owner-operated home occupation may be permitted when requested in writing and approved in writing by DESIGN COMMITTEE.
17. No lot shall be used or maintained as a dumping ground for trash or rubbish.

Trash, garbage or other waste shall not be kept except in closed sanitary containers which are not visible from the street or road except on designated garbage collection days. All equipment for the storage and disposal of such trash, garbage, rubbish or other such waste material shall be kept in a clean and sanitary condition.

18. No outdoor clothes drying area (line, pole or otherwise) or vegetable garden shall be allowed except in the rear yard, and in the case of corner lots, not within forty (40) feet of the side street line.

19. No lot shall be used for the construction, erection or maintenance of a street or roadway in order to provide access to any adjacent lot or property or subdivision.

20. Television, radio receiving or transmitting antennas, satellite dishes or towers of any type shall not be placed, erected or maintained upon any lot except as attached to the dwelling constructed thereon in an inconspicuous position and with the written approval of DESIGN COMMITTEE.

21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and further provided they are not kept or housed outside the residence on the premises. No kennel, doghouse or other similar structure shall be placed upon any lot in the subdivision.

22. All exterior lighting must be of a controlled focus nature and intensity and shall not be placed or maintained so as to disturb adjacent property owners. Each lot shall have placed thereon a lot light of such nature, size and design as established by DEVELOPER, which lot light shall be provided for and maintained by the owner of each lot.

23. No lot shall be subdivided for any purpose except that any person owning three (3) contiguous lots may divide them into two (2) lots with the prior written approval of DESIGN COMMITTEE.

24. No owner under any conveyance shall at any time conduct, or permit to be conducted, on any lot within the subdivision or any dwelling located thereon, any trade or business, either commercial or religious, including but not limited to day care, school, nursery, outpatient treatment, rehabilitation or recovery facilities. Nor shall said lot or dwelling thereon be used for any other purpose except for the purpose of a private single family dwelling. Home

occupations of family members which have no exterior visibility shall not be prohibited provided they are conducted totally within the dwelling structure, are not open to the public, have no employees or signs except as provided in Paragraph 14 herein, and do not generate extra vehicular traffic or on-street parking.

25. DEVELOPER, for themselves, their heirs, successors and assigns, reserve a perpetual easement for utility installation (including gas, sewer, electricity, telephone, cable and other) and maintenance thereof as said easements are shown on the recorded plat of the subdivision.

26. The plans for any dwelling or other structure to be constructed on any lot shall include provisions to provide for adequate methods of capturing and disposing of water runoff from all roofs and downspouts and ultimate disposal into the storm water system of the Village of Sugarcreek. Each property owner is responsible for appropriate disposal of all roof and downspout water runoff into the Sugarcreek Village storm sewer system.

27. All dwellings to be constructed on any lot shall be required to hook up to the water and sanitary sewer systems of the Village of Sugarcreek, Ohio, and shall pay all applicable tap fees for the same. All dwellings shall have water meters installed as required by Sugarcreek Village Ordinances.

28. DEVELOPER, for themselves, their heirs, successors and assigns, and for their agents and employees, reserve the right to enter upon any lot for the purposes of carrying out and completing the development of the subdivision including, but not limited to, the completion of any filling, grading, or installation and maintenance of drainage facilities.

29. DEVELOPER, for themselves, their heirs, successors and assigns, hereby reserve the right to establish a Homeowners Association, of which each owner of a lot in the subdivision shall be a member, for the purpose of enforcing the provision herein; for the purpose of maintaining the entrance signs and associated landscaping; for the purpose of maintenance and beautification of the subdivision as a whole; and upon direction of DEVELOPER, for the purpose of taking over and administering the duties reserved herein by DEVELOPER.

30. DEVELOPER, for themselves, their heirs, successors and assigns, hereby reserve the right to amend, change, cancel or add to any or all of the within provisions;

provided, however, that no amendment, change, cancellation or addition thereto shall be made unless and until an appropriate written instrument signed by fee owners of not less than 75% of the lots within the subdivision agreeing to such amendment, change, cancellation or addition, has been executed and recorded.

31. Any restriction, covenant or condition contained in this Declaration of Restrictions may be enforced against any person or persons violating the same by DEVELOPER, any current or future owner of any lot or lots within the subdivision by the filing of proper legal or equitable proceedings, said restrictions, covenants and conditions being established for the benefit of all current and future owners of lots within the subdivision. In the event that any such enforcement proceeding is successful against any person or persons violations any of these restrictions, covenants or conditions, then said person or persons found to have violated the same shall be liable for any and all legal fees incurred to successfully enforce said restrictions, covenants or conditions.

32. The failure of DEVELOPER to enforce any of the restrictions, rights, reservations, limitation, agreements, covenants or conditions contained in this Declaration of Restrictions, or on the plat of the subdivision shall in no event be construed, taken or held to be a waiver thereof or acquiescence on or consent to any further or succeeding breach or violation thereof and DEVELOPER shall, at any and all times, have the right to enforce the same.

33. Invalidation of any one or more of these covenants or conditions, by judgment or court order or otherwise, shall not affect the other restrictions, covenants and conditions, which shall remain in full force and effect. In the event the subdivision plat or any portion thereof is amended, these restrictions, covenants and conditions shall apply to each lot in the amended subdivision the same as if the amended subdivision were the

original subdivision.

IN WITNESS WHEREOF, the members of Heritage Development Group, LLC, have hereunto caused this instrument to be executed as of this 6th day of September, 2005.

Richard L. Fox

Daniel Hostetler

Rosanna Hostetler

Susanna Strauss

Ruth Ann Miller

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