

STONE CREST

"A Small Community"

SITUATED IN THE TOWNSHIP OF CENTER, COUNTY OF GUERNSEY, STATE OF OHIO AND BEING 61.183 ACRES
IN THE NORTHEAST QUARTER OF SECTION 5 OF TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE UNITED STATES MILITARY DISTRICT

SUBDIVISION PROTECTIVE COVENANTS & RESTRICTIONS

All of the lots in said parcel of real estate, now located in the Township of Center, Guernsey County, Ohio are and shall be subject to the following general plan of development and all of the restrictions, covenants, and conditions as hereinafter set forth.

This general plan of development for the said premises is adopted and imposed for the benefit and protection of all present and future property owners. Said plan and restrictions, covenants, and conditions constitute a general plan for the development of said premises.

These terms and conditions apply to lots 1 through 13, and shall automatically attach to the lots as each such plat is recorded in Guernsey County.

"Developer" and "Developing Committee" as used in these articles refer to Sonrise Construction Company LLC.

USE, DESIGN, AND SITE SPECIFICATIONS

- a) All lots in this subdivision shall be used exclusively for single family residential purposes.
- b) No residence dwelling or any structure shall be erected or constructed on said premises without the prior written approval of the location, plan, grade lines, and specifications thereof having been first obtained from the Developing Committee. No changes shall be made to plans or specifications as above set forth after the approval and consent of the Developer.
- c) Each lot owner shall commence construction within eighteen (18) months of purchasing deed from the Developer. Should construction not commence within eighteen (18) months of the transfer of title on a plat lot, then, the Developer shall have the first option, in its discretion, to purchase the lot at the original purchase price. After purchasing of deed, and prior to commencement of construction, owner of said lot is responsible to maintain the lot, mowing etc.
- d) The Developer 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 hereon, so that the same may conform to this general plan.
- e) All setbacks, from street for buildings of any nature must be established and approved by the Developing Committee. Setbacks for property lines adjoining adjacent lots shall be no less than 25 (twenty five) feet. All buildings constructed on lots one (1) thru five (5) and seven (7) thru eleven (11) shall front on the street adjoining the front line of each lot. Lots twelve (12) and thirteen (13) shall front on Cadiz Rd.
- f) There shall be no modular, sectionals, pre-constructed homes or trailer dwelling placed on any lots.
- g) No dwelling shall exceed 2.5 stories in height and shall contain a minimum of 2000 sq. feet in living area for a single story dwelling and a minimum of 2500 sq. feet for a one and one-half story or two-story dwelling. Garages, basements, porches, decks and terraces are excluded in the total sq. footage of dwelling. Front entry garages, detached garages and carports are prohibited.
- h) Roofs shall have a minimum of 6:12 pitch. Roof plans shall be included with plans for review and approval by developer.
- i) All homes must be done in Brick, Drivit, Stone or Hardiplank etc. Vinyl siding may only be used in combination with Stone or Brick, and then only with the use of decorative trim accessories, and shall be designated on house plans and specifications to be reviewed by Developing Committee. No cement block foundation shall be exposed on any house or attached garage.
- j) Only attached garages are permitted and there shall be no other structure or outbuildings erected, placed, or suffered to remain upon the lot (with the exception of lot six (6)). See paragraph k) below for more details.) Except, temporary structures erected by the Developer, in connection with the improvement of the premises. This does not include structures for landscaping purposes, however all such structures shall be approved by the Developing Committee.
- k) An accessory building may be built on lot six (6) providing it is built on back side of lot, and must match style and color of dwelling. All such building design and placement must meet the approval of the Developing Committee.
- l) Only in-ground pools are permitted, and pool houses are to match color and style of dwelling.
- m) No garage, trailer, basement, tent or unfinished building shall be used as temporary living quarters, or storage during the construction of a dwelling. All dwellings must be completed within one year after commencing construction.
- n) Gravel driveways shall be permitted only during construction. All driveways shall be fully completed of either concrete, paving bricks or a combination of the two, immediately upon completion of a dwelling, weather conditions permitting, or as soon thereafter as reasonably possible.
- o) Sidewalks shall be installed prior to occupancy of the residential units, where practical, but no later than six (6) months from the date of occupancy.
- p) Developer will provide one permanent yard light installed within twelve feet from the inner side of the road fronting the lot. Each homeowner will provide electricity for the permanent yard light and may not at any time disconnect in anyway from electrical supply. If lamp post or lamp are damaged, destroyed or deteriorated, then each Lot owner shall repair or replace such lamp post or lamp with another of a like kind, design, pattern and color as the initial lamp post and lamp. At Lot owner's expense.
- q) No lots shall be subdivided. All lots shall be sold as a whole.
- r) Prior to commencing a new residential construction, each party shall disclose a copy of their sketch and building specifications to the Developer demonstration compliance with the above restrictions. All building contractors must be approved by the Developing Committee.
- s) Easements for installation and maintenance of utilities and drainage are shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

PROHIBITED ACTIVITIES

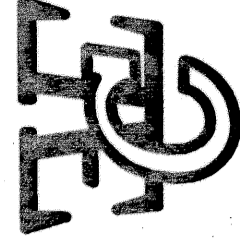
- a) No business or commercial structure shall be erected or allowed to operate on said premises. Portions of homes may be used for "home office" purposes, provided, however, that all work performed therein is performed only by the Owner or other resident of the home and not by outside employees or associates; provided, further that the "home office" use does not entail regular customer, client, or vendor visitation; and provided further that such "home office" use is not evident in any way from the exterior of the home (e.g. non-resident parked vehicles and signage).
- b) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- c) No signs may be erected or displayed on any lot except those carrying the legend "for sale" sign, or signs used by contractors while building a residence as advertisement for their company. All signs used for the sale of lot or residence or for advertisement within the subdivision shall not be more than five square feet in size. Garage sale and yard sale signs are permissible, and are to be promptly removed after the sale.
- d) Uses of 2 cycle all terrain vehicles, dirt bikes, four wheelers, or other vehicles that create a loud offensive noise are prohibited from being operated within the subdivision.
- e) No animals of any kind shall be kept or harbored on the premises except domestic dogs and cats. Commercial kennels or breeding facilities of any kind are prohibited. All cats and dogs must be kept on their own lot by means of an invisible fence, and shall not be allowed to run free throughout the subdivision.
- f) No travel or house trailer or semi tractor trailer/trig or equipment may be stored or parked on any lot or street in the subdivision at any time. This shall also include commercial machinery and equipment, except that which is in use during construction. No equipment, boats, or vehicles etc... may be parked on any Lot outside the confines of a garage. Major mechanical or vehicle body repairs within the subdivision are specifically prohibited. No unlicensed vehicles may be parked outside.
- g) Television and radio antennas, including dish-type satellite stations over 18 inches in diameter, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or Lot. No towers of any kind shall be erected, placed or maintained on any Lot in the Subdivision.
- h) No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.
- i) No soil shall be removed for any commercial purpose. No living tree larger than 8" (eight inches) in diameter shall be removed without Developer approval.
- j) Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from either the street or adjoining properties.
- k) No storage tank(s) having more than 100 (one hundred) gallon capacity including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on any Lot except underground, and any storage tanks less than 100 (one hundred) gallon capacity shall be placed in a location not visible from the street.
- l) No well, either temporary or permanent, for gas, water, oil or other substance shall be erected, placed or suffered to remain upon any Lot.
- m) No Lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage, or other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view within 24 hours of trash pick up.

DEVELOPMENT AESTHETICS

- a) The owners of each Lot shall be solely responsible for providing all landscaping which includes the seeding of yard. This shall be complete within 60 (sixty) days of occupancy or as soon as possible thereafter.
- b) All lots must have a neat appearance, whether before, during or after construction.
- c) All pipes, electrical lines, cable TV and telephone lines shall be located underground and in accordance with County and Township requirements.
- d) Construction of fences and walls is prohibited on any Lot until plans and specifications are approved by the Developer. No chain link or wire fences shall be permitted.

COVENANTS AND MISCELLANEOUS

- a) These Covenants are to run with the land and shall be binding on all Parties and persons claiming under them. The Covenants and restrictions may be waived, terminated, and or modified only upon written consent of the majority of owners of the lots including those owned by the Developer.
 - b) These Restrictive Covenants may be enforced by injunction in addition to any other remedy provided by law by the Developer or the owner of any lot in the subdivision. Invalidation by the judgment of decree of any Court of any of these provisions shall not invalidate the remainder of their covenants.
- Developer intends, during the course of development of the Subdivision, to construct an attractive entranceway and to install signage and landscaping at said entranceway and provide for the servicing and maintenance and replacement of the improvements, landscaping and grass at the entranceway for the benefit of Developer as well as the Lot Owners in the Subdivision.



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