

RESTRICTIONS, COVENANTS AND CONDITIONS IMPOSED UPON SIENNA WOODS SUBDIVISION TO CAMBRIDGE TOWNSHIP, GUERNSEY COUNTY, OHIO

All of the lots in said parcel of real estate, now located in the Township of Cambridge, 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. This plan shall be filed of record in the Recorder's Office, Guernsey County and all deeds for said premises shall either set forth these restrictions or conditions in full or shall incorporate them by reference.

1) Use and Site Placement

- a) All lots in this subdivision shall be used exclusively for single family, private dwelling purposes and for no other purpose or purposes. No personal property shall be stored on the lot other than in the house or garage.
- b) No residence dwelling or any structure shall be erected or constructed on said premises without the prior written approval of the location, plans, grade lines, and specifications thereof having been first obtained from the Developer or the Developer's representative, namely, Thomas E. Larkin. No changes shall be made to plans or specifications as above set forth after the approval and consent of the Developer. **The Developer's representative may change from time to time.***
- c) No building of any nature shall be placed nearer than twenty feet from the front lot line, or nearer than fifteen feet on either sideline. Where the owner of a lot acquires part of an adjoining lot, then this restriction shall apply only to the outside lines of the entire area of ownership. All buildings constructed thereon shall front on the street adjoining the front line of each lot.
- d) The street side of the dwelling shall be faced with brick or stone and the dwelling shall be stick built. There shall be no modular, sectionals, preconstructed homes or trailer dwelling placed on said lots.
- e) Only attached garages are permitted and there shall be no other structure or outbuildings erected, placed, or suffered to remain upon lot except temporary structures erected by the Developer, his heirs and assigns, in connection with the improvement of the premises. There shall be no basement type dwellings or concrete block buildings erected, placed, or suffered to remain upon any lot.
- f) No cement block foundation shall be exposed on any house or attached garage.

- g) No lot shall be subdivided, nor may any lot be sold except as a whole lot. This shall not, however, prevent the owner of a completely vacant lot from conveying any part of said lot to the owner of the lot immediately adjoining thereto provided that at the same time, he shall convey the balance of said vacant lot to the owner of the lot immediately adjoining thereto on the other side.
- h) 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.

2) Size

- a) Each dwelling unit erected shall be used only as one single-family private residence. The ground floor area of such dwelling house, exclusive of porches and garages shall be not less than 2000 square feet for a one-story dwelling and not less than 2500 square feet for a one and one-half story or two-story dwelling. *Front entry garages and carports are prohibited.*

3) Commencement and Diligence in construction

- a) *Each lot owner shall commence construction within one year of taking title from the Developer and, every building whose construction or placement. Should construction not commence within one (1) year 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.*

4) Lampposts and Mailboxes

- a) *Should Cambridge Township not provide street lighting, then as part* of each dwelling on said premises there shall be constructed and installed an ornamental lamppost in front of said residence which post shall contain a working light or lamp. The Developer will provide the lamppost and location. Also, a curbside mailbox for each lot will be provided and the lot owner shall provide the same brick or stone that is used for the street side of the dwelling to the Developer for use in said constructions. If the mailbox or lamp post are damaged, destroyed or deteriorated, then each Lot owner, at such Lot owner's expense, shall repair or replace such mailbox or lamppost with another of a like kind, design, pattern and color as the initial mailbox or lamppost.

5) Driveways

- a) Prior to commencement of construction on any lot, stone shall be installed as a driveway base. Any dirt carried onto the street is the responsibility of the lot owner and is to be cleaned up and removed within 12 hours.

- b) **All driveways on the premises shall be concrete or concrete paving brick combination.** Gravel or other similar driveways are prohibited after a one-year settling period from date of commencement of construction.

6) **Curbs**

- a) All curbs shall have a 45° horizontal saw cut at the driveway opening to the street. There shall be 3/4-inch expansion joints placed parallel to the street at each of the following locations:
 - 1. Between the curb and the driveway;
 - 2. Between the street side of the sidewalk and the driveway;
 - 3. Between the garage side of the sidewalk and the driveway; and
 - 4. Between the garage and the driveway.
- b) The minimum grade of the garage floor shall be one foot above the grade at the top of the back of the curb in front of the lot.

7) **Trees**

- a) Lot owners shall remove no live or growing trees in said subdivision without the prior written approval of the Developer of said subdivision. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon said premises and no unsightly or objectionable objects shall be allowed to be placed or suffered to remain thereon.

8) **Landscaping**

- a) All property, including land that has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings shall be well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than 90 days following occupancy, unless delayed by weather conditions.

9) **Fences and Hedges**

- a) No fence or railing, other than a shrubbery hedge, shall be more than thirty-six inches high above the finish grade unless it is around an in-ground swimming pool. No chain link or cyclone fence shall be permitted on any lot.

10) **Accessory Buildings**

- a) No tents, temporary buildings, trailers, or mobile homes shall be erected, placed, maintained, or occupied as a residence or otherwise, on any lot except for temporary construction purposes. No excavation shall be made except for the construction of a dwelling or the appurtenances thereto to be located thereon, and the erection of any structure must be completed within one year from the beginning of the construction unless prevented by war, public orders, litigation, or other causes beyond the control of the owner. Completion of the structure shall mean that all siding or outside face

construction shall be complete. All construction debris and construction materials shall be removed from the premises within one year after date of commencement of construction.

- b) *No more than one free-standing accessory building may be erected and maintained on a lot for the purpose of housing equipment or vehicles subject to approval from the Developer or the Developer's representative, namely, Thomas E. Larkin. The free-standing accessory building shall be constructed of the same materials and style as the dwelling and shall be placed on the back of the lot. No changes shall be made to plans or specifications as above set forth after the approval and consent of the Developer.*

11) Antennas and Satellite Dishes

- a) No television, radio, or other electronic or electrical receiving or transmitting antennas or towers shall be installed or maintained on the premises unless they are approved by the Developer and completely within the confines of the house or garage and have no projections extending outside of the building. No poles, posts, rods, towers, or wires that are more than fifteen (15) feet in height measured from lot level shall be installed or maintained on the premises for any purpose. Satellite television antenna placement must be approved, in writing, by the Developer.

12) Signs and Businesses

- a) No sign or advertisement larger than 1-1/2' x 2' shall be erected, used, or maintained on any lot, except as may be necessary temporarily for the purposes of sale, or rental of the specific property upon which such sign or advertisement is located.
- b) No business or trade shall be conducted on any lot; no spirituous, vinous, or fermented liquor shall be manufactured or sold upon any lot nor shall any lot be used in any way or for any purpose that may endanger the health or unreasonably disturb the quiet and peace of any persons residing in said subdivision. Provided, however, that part-time businesses or hobby businesses may be conducted entirely within the premises, but no sign or advertising device may be displayed.

13) Refuse and Trash

- a) Trash and refuse shall be placed in containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall similar to and compatible with the house.

14) Animals

- a) No cattle, swine, poultry or other animals other than common domestic household pets may be kept or harbored on any lot. All household pets, such as cats and dogs, shall be confined or otherwise secured upon the premises of the owner.

15) Nuisances

- a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other owners. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other property owners is prohibited.

16) Vehicles Etc.

- a) No automobile or motor-driven vehicle may be left upon the property for a period longer than five days in a condition such that it is incapable of being operated upon the public highways. Any towed vehicle, boat, motor home or mobile home regularly stored upon any lot or temporarily kept thereon for periods longer than 24 hours each, shall be considered a nuisance and must be removed. The foregoing does not apply to boats or vehicles stored within a private garage.

17) Storage Tanks

- a) No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on any property outside a building.

18) Easements

- a) Easements for the installation and maintenance of utilities and drainage facilities are reserved and recorded with the Guernsey County Recorder. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water, and any improvements made on or under any easement shall be made at the risk of the owner of the lot on which such improvements are made.

19) Covenants and Miscellaneous

- a) These restrictions shall be binding upon all parties concerned and all persons claiming under them, their heirs, successors, and assigns, for a period of twenty-five years from the date these restrictions are recorded after which time, said restrictions shall be automatically extended for successive periods of ten years thereafter, unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change, amend, or modify said restrictions in whole or in part. In determining a majority of the lot owners, one vote shall be allowed for each individual lot or dwelling unit.
- b) The restrictions, covenants and conditions imposed upon Sienna Woods Subdivision may be enforced by any proceeding at law or in equity by the Developer, any Owner and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation,

to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer or any Owner to enforce any provision of these Restrictions in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of these Restrictions

- c) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions herein, which shall continue in full force and effect.
- d) The restrictions imposed by this general plan upon the use of the subdivision and the lots thereof shall not be held to prevent the use of adjoining and adjacent lands by the grantor, owner or their heirs, or assigns, for such other purposes or in such other manner as will not in their judgment, adversely affect the lots in said subdivision

Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting. Each Owner for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.