

We have read, understood, and accepted these Restrictive Covenants.

Witness

Buyer

DECLARATION OF
SUBDIVISION RESTRICTIVE COVENANTS

CARPENTER CREEK

CARPENTER CREEK, LLC (THE “DECLARANT”), BEING THE OWNER OF THE FOLLOWING
DESCRIBED PROPERTY (THE “PROPERTY”),

hereby makes, declares, and adopts the following covenants, restrictions and limitations (the “Declaration”) upon the
uses of the Property in furtherance of the following purposes:

- (i) The compliance with all zoning and similar governmental regulations;
- (ii) The promotion of health, safety, and welfare of all owners (the “Owners”) and residents of the
Property;
- (iii) The preservation, beautification, and maintenance of the Property and all structures thereon;
- (iv) The preservation and promotion of environmental qualities; and
- (v) The establishment for development of the Property of requirements relating to land use,
architectural features, and site planning.

The covenants, conditions, reservations, and restrictions set forth (the "Covenants")s are hereby declared to be covenants running with the land and shall be binding upon and inure to the benefit of any Owners of any Lot within the Property (a "Lot"). They are to be recorded as plat restrictions recorded in the Plat Book covering the subdivision.

It is hereby declared that irreparable harm will result to the undersigned and the beneficiaries of these Covenants by reason of violation of the provisions thereof or default in the observance thereof, and therefore each beneficiary (including any Owners) shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these Covenants as well as any other relief available at law or in equity, plus money damages and reasonable counsel fees, to compensate for any harm resulting prior to obtaining relief by injunction or specific performance.

The following restrictions are hereby created, declared, and established:

1. Purpose of Property

All Lots shall be used exclusively for single-family, private residence purposes. Any such dwelling shall not exceed two and one-half (2-1/2) stories in height from the main level and have an attached garage of not more than four (4) cars unless otherwise granted a variance by the Declarant. Attached side entry garages are required.

2. Subdivision

No Lots shall hereafter be subdivided into parcels for additional residential purposes. In addition, the Owner of any two or more adjacent Lots may, at the Owner's sole cost and expense, combine such Lots into a single Lot. Such Owner shall be responsible for filing an amendment to the plat of Carpenter Creek reflecting the combination with the Greene County recorder.

3. Approved Builders

All builders must be approved in writing by the Declarant.

4. Building Time

All Owners are required to begin construction within two (2) years of the closing of the purchase of their Lot.

5. Permitted Structures

The living area of each dwelling house, exclusive of one-story garages, screened porches, and open porches and basements, shall contain not less than two thousand five hundred (2,500) square feet of finished living area for a single story home, and not less than three thousand five hundred (3,500) square feet of finished living area for a two story home, except as approved by the Declarant. Finished basements are not counted as living areas and cannot be included in square footage.

6. Architectural Guidelines for Builders

A. All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, and septic field in relationship to the street and the surrounding lots to the Plan Review Committee ("Committee"). In addition, a to-scale drawing of the landscaping plan must be submitted. The Committee shall consist of two (2) persons, one of whom shall be a design consultant experienced in residential design, and the other shall be, initially, Declarant. Declarant, his successors,

assigns, or attorney-in-fact, shall have the authority to remove and appoint Plan Review Committee members.

- B. The Committee shall have thirty days to review the plans. All plans not approved within thirty days shall be deemed rejected. The Committee shall have the authority to grant reasonable variances from the above requirements. No variance shall materially adversely affect any other part of the Carpenter Creek Development. No variance granted pursuant to this authority constitutes a waiver of any other provision of the Declaration as applied to any other party or any other lot. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted.
- C. It is the obligation of the Owner and its builder (the "Responsible Parties") to conform to all Greene County building department regulations and all building setbacks established by Sugarcreek Township. All buildings on the Property shall be placed at least one hundred (100) feet back from the existing right-of-way and no closer than twenty-five (25) feet from any side property line.

7. Design Approval Guidelines

In addition to the minimum space requirements, no approval shall be granted unless the following have been fully complied with:

- A. No aluminum siding, vinyl siding, or plastic siding of any nature may be incorporated into the construction.
- B. All dwellings must have wood sash windows with aluminum or vinyl cladding.
- C. No processed, pressed, or particle board materials shall be incorporated into the visible exterior of a structure with the exception of cement fiber siding boards.
- D. All wood burning fireplace chimneys shall be of masonry or stucco type construction. No siding materials will be used on exterior chimneys.
- E. No vents shall be visible from the street. All vents, including non-masonry chimneys, must be painted to match the color of adjoining roofing material.
- F. All roofing shingles shall be dimensional or "Shadowline." Roof coverings may be of wood shakes, slate, tile, fiberglass, or asphalt. Dimensional shingles such as CertainTeed, Hallmark, G.A.F., Timberline, Tamco, Heritage, or the equivalent are permitted. Standing seam metal may be used if approved by the Declarant. No 3-tab standard shingles are permitted.
- G. All roof pitches shall be at a minimum 7/12 except as approved by Declarant.
- H. Only low profile skylights are allowed where they are visible from the street. The location and type of skylight must be approved by the Declarant.
- I. Every house shall have a carriage light and post at least six (6) feet in height at the right-of-way line. The carriage light shall remain lit during all hours of darkness.
- J. Every house shall have paved driveways. The type of paving, if other than blacktop, concrete or paver brick, must be specifically approved by the Declarant.
- K. Any outbuildings must be specifically approved by the Declarant and must be on poured or concrete block foundations. The exterior of the building must be of the same materials and finished in the same manner as the main structure.
- L. Dog kennels shall be put to the rear of any dwelling and screened from adjoining properties.
- M. Satellite dishes are allowed. All dishes must be out of view of the public or adjoining properties and sufficiently screened.

- N. Fencing in rear yards shall be permitted. The type of fence must be approved by the Declarant and the Township Zoning Inspector.
- O. No log cabins or log homes are permitted.
- P. Construction conditions:
 - (i) The Owner must have in his possession a set of signed and approved plans, and a signed and approved site layout showing the exact location of the house, drive, and all other improvements.
 - (ii) The house and improvements must be finally staked and approved for location by Declarant prior to excavation.
 - (iii) The Responsible Parties shall install perimeter erosion protection around the construction area of the dwelling. The Responsible Parties shall continuously maintain the erosion control measures and clean the street when dirt and debris are tracked off of the Lot and onto the street, regardless of weather conditions.
 - (iv) Prior to house excavation, an aggregate construction drive shall be installed in accordance with Best Management Practices for construction sites established by the Federal Clean Water Act. In addition, a driveway culvert of a size and elevation approved by the County Engineer or Township Service Director must be installed in the driveway and must be covered with enough gravel so that mud is not tracked onto the road way. This culvert requires a permit from Sugarcreek Township. The following Driveway Culvert Pipe sizes are required for the specified lot:
 - a. 12" – Lot 2, Lot 7 and Lot 9
 - b. 15" – Lot 1, Lot 9, Lot 13, Lot 14 and Lot 16
 - c. 18" – Lot 3, Lot 5, Lot 6, Lot 12 and Lot 17
 - d. 21" – Lot 11 and Lot 15
 - e. 24" – Lot 4
 - f. 35" – Lot 10, Lot 18 and Lot 19
 - (v) A Port-O-John has to be on site at all times during the construction process.
 - (vi) A dumpster of sufficient size to handle all of the debris so there is never any overflowing shall be delivered to the site and maintained throughout construction.

Items (i) through (vi) must be satisfied before lot clearing and construction can begin.

- (vii) No burning of construction material is permitted. Construction waste must be removed from the building site in a timely manner so as not to create an eyesore or present a hazard to other Owners. All trees, bushes, shrubs, and the like, cut from the Lot, shall be removed from the Lot and legally disposed of offsite. Under no circumstances may such trees, bushes, shrubs, and the like, be placed on another Lot, and any such items may not be buried on the Lot or anywhere else in the Project.
- (viii) The Responsible Parties shall prevent the streets and/or right-of-way improvements within or around the Project from being damaged by equipment or persons under the Responsible Parties' control or direction. The Responsible Parties, at their expense, shall repair or replace any damage caused to the Project by the Responsible Parties or persons under the Responsible Parties' control or direction.

(ix) **To insure compliance with these Covenants, the Responsible Parties shall deposit with Declarant a Performance and Erosion Control Deposit (“PECD”) of \$2,000.00 at time of closing.** If the Responsible Parties fail to comply with these Covenants, Declarant, in addition to any and all other legal and equitable rights and remedies available to Declarant, shall have the right to apply so much of the PECD as is necessary to remedy the problem, condition, or damage resulting from the Responsible Parties’ breach of these Covenants. Upon the application by Declarant of any or all of the PECD due to the Responsible Parties’ failure to comply with these Covenants, the Responsible Parties shall immediately upon request by Declarant restore the PECD to \$2,000.00. Once sod is installed and all other items have been completed on the Lot, the Responsible Parties may make a written request to Declarant for the refund of the PECD. Declarant will release the PECD, less any damages and inspection fees, after confirming all items are complete.

8. Children’s Swing Sets, Climbing Structures, Etc.

All swing sets and other structures left permanently outside must be constructed of wood. The wood shall be left in its natural state or painted in a subdued earth tone color. Any structures not conforming to these standards must be totally shielded from the public view.

9. Sewage Disposal System

It is the Owner’s responsibility to determine the design, location, and suitability for septic systems on each lot through the approval of the Greene County Combined Health District.

10. Prohibited Activity

No noxious, or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which is or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort, or serenity of the occupants of neighboring Lots. In addition, no house trailers, cabins, tents, metal storage sheds, or other outbuildings are permitted on any Lot, other than those permitted by Paragraph 5 hereof, nor is any basement, garage, or outbuildings of any kind to be used as a temporary or permanent residence.

11. Rubbish

The Lot and all improvements thereon shall be kept in good order and repair, in a safe, clean, and attractive condition, and maintained in a first class manner. No accumulations of garbage, trash, or other debris shall be permitted on the Lot.

12. Containment of Rubbish

No Lot shall be used or maintained as a dumping ground for refuse or garbage or the like. When the houses are complete, all residents shall be required to use a standard garbage container provided by any of the large waste contractors. No containers of smaller size shall be used for any reason. All containers shall be removed from public view with twenty-four (24) hours of being emptied by the waste contractor.

13. Vehicles, Etc.

No worn out or discarded automobiles, machinery or vehicles, or parts thereof, shall be stored on any Lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste

material. Boats, trailers, motorcycles, recreation vehicles, vans, vehicles to be restored, or other similar items must be kept free from public view and must be parked within a garage or screened parking area. Temporary storage of boats and trailers for no more than thirty (30) days while in the state of transfer, etc. shall be allowed.

14. Swimming Pools

No above ground swimming pools shall be constructed on any Lot.

15. Animals, Pets

No animals, livestock, or poultry of any type shall be kept, except dogs, cats, and other domestic household pets provided they are not kept, bred, boarded, or maintained for any commercial purpose. Owners shall take such measures as are necessary to prevent their pets from straying onto other Lots or becoming a nuisance to other Owners.

16. Signs

The installations of signs, other than those specifically approved by the Declarant, are strictly prohibited. This signage restriction includes but is not limited to builders, subcontractors, realtors, lenders, architects, and suppliers. Standardized community signs benefiting the Declarant and Featured Builders for the development are permitted. Signs of a temporary nature that advertise the development of the community shall be removed when 95% of the Lots have been sold to Owners. Temporary signs on individual Lots advertising the builder shall be removed when possession of the home has been transferred to the Owner.

17. Construction Period

All construction once commenced on any Lot must be completed within twenty-four (24) months after the plans and specifications have been approved by the Declarant, subject to delays caused by acts of God, strikes, lock-outs, labor disputes, or other conditions beyond the reasonable control of the Owner.

18. Cutting of Grass

All Owners shall be responsible for the cutting of their own grass all the way to the edge of the paved roadway. Any Lots that are not cut and kept in a neat appearance on a regular basis shall be cut by a commercial operation retained by the Declarant, and the resulting bill shall become the responsibility of the Owner. If, after being notified of the bill, the Owner does not pay within thirty (30) days, the Declarant shall have the right to file a lien on the Lot. The Owner shall be responsible for all legal costs of filing and releasing the lien.

19. Spring Preservation

No Owner that has a natural spring on his Lot shall dam, alter, pollute or in any way change its present configuration or flow. The pond on Lot # 17 will be retained and maintained by the Owner.

20. Access

No Lots shall be used for access to adjoining grounds by vehicular traffic. Lots #1 and #13 shall have driveway access only to Conifer Trail and not to Carpenter Road.

21.1 Landscape Requirements

At a minimum, all Lots will be required to have six (6) two inch (2") caliper trees planted in the front yards and have the front foundations of the home landscaped. In cases where the Lots are totally wooded, with the Declarant's approval, other landscaping may be substituted for the trees. All lots that are not totally wooded must be seeded or sodded in the front yard areas and side yard areas to 25' behind each residence. When lots are seeded, at least eight (8) pounds of perennial grass must be used per one thousand (1,000) square feet and the ground fully covered.

- 21.2 Owners of Lot 1, 12, and 13 are responsible for the maintenance, care, and replacement of landscape plantings, features, and mound buffer along Carpenter Road.

22. Miscellaneous

These Covenants shall be covenants running with the land and the breach thereof or the continuance of any such breach may be enjoined or remedied by the appropriate proceedings by any Owner or the Declarant.

The breach of these Covenants shall not affect or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these Covenants shall be binding upon and effective against any such mortgagee or Owner.

No delay or omission on the part of the Owners of the other Lots or the Declarant in exercising any rights, power, or remedy herein provided, or in the event of any breach of these Covenants, shall be construed as a waiver thereof or acquiescence therein, except as expressly provided herein.

In the event any portion these Covenants shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify the remaining Covenants.

23. Easements

Declarant reserves for the benefit of Declarant, and all Owners, and occupants of lots easements for street monuments and any other monuments or markers installed for the use and benefit of Owners and occupants of lots, which such easements shall be more particularly described and located in subsequent amendments to this Declaration. No improvement may be placed on any part of any lot that will materially impede the free and normal use of those easements. Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the easement areas in order to install, maintain, repair, use, and/or replace such monuments and markers.

The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land, and perpetually in full force and effect.

24. Alterations of Easements

Any Lot area designated for the natural flow of surface water shall be at all times kept free from any obstruction to such a natural flow of surface water. In addition, each Owner shall be responsible for the maintenance of the easement area on the Lot. 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, and in no case shall any improvements, alteration, or construction upon such easement be made without the approval of the Engineer of Greene County, Ohio.

25. Emergency Access Easements

An Emergency Access Easement exists on Lot 10. It is the Lot Owner's responsibility to maintain the marker posts for this emergency access. The Lot Owner will be responsible for the mowing of this easement while the subsurface maintenance will be the responsibility of the township.

26. Duration of Covenants: Amendments

These Covenants shall continue and remain in full force and effect at all times and against the Owner of any Lot, regardless of how he acquired title, until January 1, 2044, on which date these Covenants shall be automatically renewed unless the then Owners owning a majority of the Lots elect to not have them renewed. If that happens, these Covenants shall terminate. Any or all of these Covenants, except for Paragraph 2 ("Subdivision") and Paragraph 24 ("Alterations of Easements"), may be amended, in whole or in part, or terminated, by written instrument, executed by a majority of the then current Owners.

Notwithstanding the foregoing, no amendment to these Covenants shall: (i) render any Lot to be unbuildable under general residential building practices then in effect in the community; or (ii) modify Paragraph 5. Declarant hereby reserves the right and power, and each Owner by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant, a power of attorney, which right and power is coupled with an interest and runs with the title to a Lot and is irrevocable (except by Declarant), for a period of five years from the date hereof, to amend this Declaration, to execute any and all documents deemed necessary or desirable by Declarant to conform to requirements of any lending institution or lending authority, or to correct errors or inconsistent provisions herein.

Executed this _____ day of _____, 2015.

Carpenter Creek, LLC

By: _____
Scott Dorsten

Its: Managing Memeber

In testimony whereof, I have hereunto set my hand and notarial seal on the day and date written above

Notary Public

My Commission Expires _____