

Aug. 16, 2004

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GOSHEN GLENS -PHASE I
Complete set of detailed DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

GOSHEN GLENS DEVELOPEMENT CO., called Declarant, is the owner in fee simple of certain real property located in Tuscarawas County, Ohio and known by official plat designation as GOSHEN GLENS Estates-Phase I, an addition to the city of New Philadelphia, Ohio pursuant to a plat recorded on _____, 2004 in the Plat Records of Tuscarawas County, Ohio in Plat Book _____ at Page _____.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting said subdivision, Declarant states that all of the real property described above and each part 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 shall insure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Declarant" shall mean GOSHEN GLENS DEVELOPEMENT CO., its successors and assigns provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common or "special purpose" areas, easements and streets.

Section 3. "Maintenance" shall mean the exercise of reasonable care to keep structures, walkways, landscaping, Lighting and other related improvements and fixtures in a condition comparable to the original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices to promote a healthy, weed-free environment for optimum plant growth.

Section 4. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 5. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary or holder of a deed of trust.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but not include those holding title merely as security for performance of an obligation.

Section 7. "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction these restrictions as hereinafter provided.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Architectural Control Committee is an agency of GOSHEN GLENS DEVELOPEMENT CO. its successors and assigns, the Declarant. The Declarant may at its option, assign and transfer the duties, functions and authority of the Architectural Control Committee to the owners. Upon such transfer and assignment by the Declarant, the Architectural Control Committee shall be composed of a minimum of three Owners, as elected by majority vote of all Owners. Each committee member shall serve a two year term. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. All requests must be in writing.

Section 2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing.

ARTICLE III. ARCHITECTURAL AND SITE CONTROL

Section 1. "All lots in this Addition shall be used exclusively for residential purposes in accordance with the applicable zoning. The only buildings permitted on the lot shall be a residential dwelling with attached garage for a minimum of two cars, and any outside storage building which has been approved under Section 2. No ranch-style residence shall be erected having less than 1600 sq. feet of living space on the main floor, and no two-story residence shall be erected having less than 1900 sq. feet of living space on the two main floors."

Section 2. Architectural Control. No Excavation, building or other structure or thing shall be commenced, erected, installed, placed, used, maintained or altered on any lot until one complete set of detailed construction plans and detailed specifications and a plan showing the location, elevation, grade and slope of the structure and improvements have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials of external design with existing structures, and as to location with respect to topography, finish grade elevation and lot lines. Said plans and specifications shall contain the following information:

- a) Lot dimensions, four sides
- b) House dimensions;
- c) House setback;
- d) Side yard dimensions, two sides;
- e) Existing grade (actual grade Elevations). Elevation at four corners of lot. If there is to be a change in grade, two elevations will be furnished and marked "existing, and "proposed".
- f) Existing grade and finish grade elevations at four corners of house;
- g) Finish floor elevation;
- h) Plan designation;
- i) Drive and walk width;
- j) Street name;
- k) Grade elevation at center of street at lot line extension;
- l) Lot number and subdivision designation;
- m) Invert elevation of house sewer connection;
- n) Direction of north on compass;
- o) Flow lines indicating drainage of surface water;
- p) Exterior materials including proposed colors.

No fence, wall, hedge, walk, drive, improvement or structure shall be erected, placed or altered on any lot without first obtaining written approval by the Architectural Control Committee. Refusal of approval of plans and specifications and location by the Architectural Control Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee it shall deem sufficient. Approval shall be as provided in Article III, Section 2, herein. The copy of the plans, specifications and plot plan furnished to the Architectural Control Committee shall remain the property of the committee.

Section 3, Trees. No live trees of more than four inches in diameter may be destroyed or removed without written approval of the Architectural Control Committee.

Section 4. Structures. No structure of a temporary or permanent character, trailer, basement, tent, shack, barn or other out-building shall be erected or maintained without prior written approval of the Architectural Control Committee.

Section 5. Grades, Slopes and Elevations Declarent reserves the sole right to establish grades and elevations to the premises hereby conveyed, and to fix the grade at which any building or improvement shall be hereafter erected or placed thereon, so that the same may comply to a general plan.

Section 6. Driveways. All driveways must be of concrete. They must be installed within 12 months after start of construction and prior to occupancy. No gravel driveway may be caused or suffered to remain on a lot after said 12-month period. "Off-street parking" shall be provided for (minimum) two conventional automobiles.

Section 7. Lot Splits. No lot may be split to create new building lots. Any lot splits are limited to conveyances to between adjoining landowners and must be approved by the Architectural Control Committee and governmental agencies having authority thereon.

Section 8. Excavation. All earth excavated from lot and not used thereon shall be deposited as directed within 1500 yards of said excavation at the expense of the lot owner from which it is removed.

Section 9. Completion of landscaping. All landscaping to be completed within 6 months of owners occupying property or 12 months after start of construction, whichever occurs first. Landscaping plans are to be approved by developer. No portion of the lot, nearer to the street than the building lines shall be used for any purpose other than a lawn.

Section 10. Tree Planting. Each property owner shall plant at least one deciduous tree in the front yard within 6 months of occupancy. Said trees shall be of similar maturity and quality as other trees on the street and be distanced at 30 feet apart. No trees are permitted in the curb strip.

Section 11. Brick Band. All homes will have a brick or stone band around the exterior base. No cement wall or block is to be visible.

Section 12. Lamp. Homeowner will purchase, install, and maintain a conforming exterior street lamp at a distance of 12 feet from the back edge of the curb. Lamp to be photocell electric 100 watt minimum yard light.

Section 13. No manufactured, Mobile, Modular, House trailer or pre-manufactured homes shall be erected, placed or suffered to remain upon any lot.

Section 14. Drainage. Homeowner is required to hook up the sump pump drain line from their footers into the curb under drain in front of their lot.

Section 15. Fees. Homeowner is required to pay any water or sewer connection fees

Section 16. Lot No. 6248. At the time of filing this Plat, Lot No. 6248 contained an existing garage/storage building, which has not been removed from the lot. Lot No. 6248 shall be exempt from the Restrictive Covenants pertaining to the prohibition against separate buildings, and shall not be subject to the storage building square foot requirements as contained herein. The owner of Lot No. 6248 shall be exempt from the enforcement of restrictions by the Developer, his successors, heirs and assigns, and or any other lot owners pertaining to this existing structure. The owner of Lot 6248 shall be subject to all other restrictive covenants and provisions contained herein.

ARTICLE IV. GENERAL CONDITIONS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage are reserved as shown on recorded plat. Any lot area for the natural flow of surface water shall at all times be kept free from any obstruction to such flow of surface water, and any improvements made or under any easement shall be made at the risk of the owner on which improvements are made.

Section 2. The Declarant and /or lot owner, their agents, employees and contractors, may, for a reasonable length of time as determined by the Architectural Control Committee, on any lot or land owned by them, operate, maintain and store vehicles, machinery, equipment, materials and any other item to be used in the completion of improvements.

Section 3. Access. The Declarant reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Declarant to enter upon the land covered by these restrictions, for the purpose of carrying out the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading, or installation of drainage. These reserved rights in the Declarant shall also apply to any additional improvements which the Declarant has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements.

In this respect the Declarant agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the grantee in connection therewith.

Section 4. Notice of General Plan to Maintain Residential Standards. Every owner accepts notice that the premises conveyed are a part of an allotment, other lots in which are subject to similar restrictive covenants in a general plan to maintain residential standards of all the lots.

Section 5. Terms. These restrictions, covenants and conditions are to run with the land and shall be binding on all Owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said covenants in whole or part.

Section 6. Enforcement. Enforcement shall be by proceeding at law or in equity, or both, by an owner or other party in interest, against any person or persons violating, or attempting or threatening to violate, any restrictions, covenants and conditions an may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restriction or enforce any violation shall be considered a waiver of the right to do so thereafter either to the same or subsequent violations.

Section 7. Sidewalks. Purchasers of lots shall install sidewalks where required by the City of New Philadelphia within five (5) months of the completion of a residence thereon, or within one (1) year from the original purchase date from the Declarant, whichever first occurs and prior to occupancy. Said sidewalks shall be concrete and shall comply with the grade, alignment an other requirements of the City of New Philadelphia. Failure to install the same as provided herein shall render the owner liable to Declarant, and Declarant may recover the cost of same from the owner and cause installation of sidewalks to be made. This requirement shall be binding upon the heirs and assigns of the owner.

Section 8. Severability. Invalidation of any one of these covenants by judge mentor court order shall not affect the other restrictions, covenants and conditions which shall remain in full force and effect. In the event the subdivision or any portion thereof is resubdivided, these restrictions , covenants and conditions shall apply to each lot in the resubdivision the same as if the resubdivision were the original subdivision.

Section 9. Entry on Breach. Declarant 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 contained herein, to enter the property with notice, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner there, any erections, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereon as interpreted by the Declarant, and the Declarant shall not , by reason thereof, be deemed guilty of any manner of trespass for entry, abatement or removal. A failure of the Declarant to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this plat, shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach or violation thereof and Declarant shall at any and all times have the right to enforce the same.

ARTICLE V. RESIDENTIAL AREA COVENANTS

Section 1. Nuisances. No obnoxious 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 the neighborhood.

Section 2. No activity to be Annoyance to Neighborhood. No trade, business, profession or activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

Section 3. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

Section 4. Livestock and poultry. No animals, livestock or poultry of any kind shall be kept on any lot, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and are not kept outside the residence on the premises. Rotwilder (Pit Bulls) dogs are prohibited.

Section 5. Storage. Nothing shall be stored or suffered to remain outside of any dwelling house and attached garage, including boats, campers, trailers, or recreation vehicles of any type, any all tangible property shall be stored inside the garage or dwelling. Storage sheds and pool houses may be permitted after obtaining written approval of the Architectural Control Committee as to type and location.

Section 6. Clothes Drying. No outdoor clothes drying area shall be allowed.

Section 7. Placement of antennas and equipment. No television, radio receiving antenna, satellite dish shall be placed, erected or maintained upon the premises unless in the rear thereof or in some inconspicuous position on the premises and only with the written approval of the Architectural Control Committee as to type and location. Satellite dishes must not exceed 24” in dia. and F. M. Antennas must be roof mounted and not exceed 3 feet above roof line. No other towers or antennas are permitted.

Section 8. Playground facilities. No playground equipment such as swing sets and playhouses shall be erected that exceed normal size and height. No tree houses will be allowed. All playground equipment is

to be placed in the rear and may be permitted only after obtaining written approval of the Architectural Control Committee as to type and location.

Section 9. Homeowners Association. All lot owners will belong to the Goshen Glens Home Owners Assoc.. They will be subject to such annual fees as required to cover the cost of maintaining the common grounds.

ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the subdivision as determined by GOSHEN GLENS DEVELOPEMENT CO.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provision of this declaration. Failure by Declarant or any other Owner to enforce any conveyant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and affect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three quarters of lot owners.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot therein; provided, however that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, the Declarant has hereunto caused this instrument to be executed this ____ day of _____, 2004

Signed and Acknowledged
In the presence of:

GOSHEN GLENS DEVELOPEMENT CO.

By: _____
David T. Avon, President

STATE OF OHIO

SS

COUNTY OF TUSCARAWAS