

**HERITAGE RUN RESTRICTIONS
PHASE I**

ARTICLE I

1. These restrictions are designed to provide a uniform profile for development and improvement of Heritage Run subdivision and shall be made a part, by reference, to the recorded plat of said subdivision of all deeds, conveyances, instruments, leases, transfers or assessments of said premises, and shall run with and bind all land in said subdivision and shall grant the benefits to owners of all lots in said subdivision who are here by expressly granted the right to enforce same regardless of the time of purchase.
2. Enforcement shall be proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.
3. Invalidation of any one of these covenants by judgment or court shall in no manner affect any of the other provisions which shall remain in full force and effect.
4. Except as otherwise provided herein, no industry, business, trade, occupation, profession or commercial activity of any kind whether for profit or non-profit purposes, shall be conducted, maintained or permitted on any Lot. Portions of homes may be used for "home office" use does not entail regular customer, client or vendor visitation; and provided further that such "home offices" use is not evident in any way from the exterior of the home (e.g. non-resident parked vehicles and signage). No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Further, no Lot shall be used, under any circumstances, as a "boarding" house, "group" home, or "lodging" house unless otherwise stated by the Grantor. Boarding house, group home and lodgir. g houses are defined to include in the meanings the temporary, semi-permanent, or permanent housing of any group of more than three (3) persons unrelated by blood, marriage or legal adoption. A Day Care may be operated with up to three (3) children.
5. No constructions of any nature what so ever on any lot shall be commenced until the plans, specifications, construction designs, architectural appearance, elevation, materials and location on the premises have been submitted to and approved in writing by Grantor or its duly designated agent. All foundations and basement construction, including grade elevations shall be subject to the approval of the Grantor. Any exposed foundations must be stoned or painted to match the exterior of the house; any paint must be approved by the Grantor. Upon notice of the Grantor to the Grantee shall remedy such defects to the satisfaction of the Grantor before further construction is continued. Failure of the Grantee to make satisfactory corrections, as here after set forth will be grounds for injunctive relief

by the Grantor and/or other owners against the Grantee to correct faults. The Grantor shall have the right to approve or reject any such plans, or specifications which are not suitable or desirable in its opinion for aesthetic reasons or any other reasons. The construction of a mobile home (whether or not on wheels removed) is permanently prohibited as in the use of the lots for such purpose, temporarily or permanently or in whole or in part. This includes modular homes with the exception of particular models; for example All American Homes, per the Grantor's approval.

6. No Lot shall be split, divided or sub-divided for sale, resale, gift, transfer or otherwise, so as to create a new Lot unless approved by the Grantor.
7. Phase I in Heritage Run shall be used for single-family residential purposes only, unless Grantor in its sole discretion determines to use a Lot or part thereof for other purposes in order to assist in the improvement of the Subdivision. The word "family" as used herein means a person or a group of persons living as a single housekeeping unit. Permitted structures shall consist of single-family residences, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any Lot without the express written consent of the Grantor. The word "structure" as used herein means any thing or object including, but not limited to, above ground swimming pool, green house, coop, cage, animal run, house trailer or any other temporary or permanent improvement on such Lot, any of which shall not be considered permitted structures.
8. These premises shall be used exclusively and solely for single family and private residence purposes. No more than one dwelling house shall be erected on any lot as originally platted. There shall not be erected, constructed, suffered, permitted, used, operated or maintained, on said tract, any nuisance on any character and the following shall be considered nuisances.
 - a. Weeds, underbrush or other unsightly growths.
 - b. Housing, feeding, corralling or harboring goats, swine, cattle, rabbits horses, ponies or other livestock or dog kennels.
 - c. Household sewage treatment and plumbing installations must be in compliance with the regulations of the Zanesville - Muskingum County Board of Health.
 - d. The manufacture or sale of Spirituous, vinous or fermented liquors, either wholesale or retail.
 - e. Mercantile or manufacturing business of any kind.
 - f. Signs, billboards or any other advertising device.
 - g. Any use of premises which endangers the health or unreasonably disturbs the quiet ownership and enjoyment of the owners or holders of adjoining land.

18. Mill finished aluminum windows are not permitted.
19. Minimum distances from roads or back lot line is forty (40) feet, minimum distances from side lot lines is twenty-five (25) feet, with any structure unless given consent by the Grantor.
20. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used temporarily or permanently, nor shall any temporary building, trailer garage, storage building or structure be placed upon any Lot for storage temporary or permanent unless otherwise specified by the Grantor. It is further acknowledged that the Grantor shall be entitled to maintain temporary buildings, trailers, garages, storage buildings for the development and sales purposes.
21. Utility building (shed) must be approved with written consent of the Grantor and shall have the same architectural appearance as said residence and shall be no larger than ten (10) feet by sixteen (16) feet. All garages or utility buildings must match the house.
22. Each residence shall have an electric or gas light fixture on a pole in the front yard. The fixture will have an electronic eye to operate for the outside environment. The location of the yard light shall be on the house side of the driveway and approximately three (3) feet off the edge of the drive and between six (6) and eight (8) feet high, and twenty (20) from the edge of the pavement. Operated by electric eye only, NOT an interior switch.
23. The minimum roof pitch is 4/12.
24. No construction, grading, or other improvements shall be made to any Lot if such improvements would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways or other drainage configurations.
25. Unless any proposed building be finished and landscaping complete, both according to said plans and within one (1) year of starting date, approval is automatically withdrawn.
26. No animals, reptiles, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets which are kept for domestic purposes only and are not kept, bred or maintained for a commercial purpose are permitted. No more than two (2) dogs or two (2) cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age. When dogs are allowed to run loose, invisible fencing is required. Area required is 1 acre minimum.

27. Any pet waste that in any way disturbs or affects neighboring properties, neighbors/property owners or the general public shall be dealt with on a daily basis by the pet owner.
28. 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 twenty-four (24) hours of trash pick up. All sanitary pick up Heritage Run must be completed on the same day.
29. No soil shall be removed for residential or commercial purpose.
30. 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.
31. No obnoxious or offensive activity shall be permitted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside lights on poles higher than fourteen (14) feet or greater than three hundred (300) watts will be permitted. Area lights shall be down (no-glare) and shall not disturb neighboring property, unless otherwise specified by the Grantor.
32. 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 street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, four-wheeler, motorboat and sailboat repair.
33. Construction of fences and walls is prohibited on any Lot until plans and specifications are approved by the Grantor as set forth herein. At no time will Grantor approve any fence or wall which exceeds five (5) feet in height (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the areas). No chain link or wire fences shall be permitted. Plans for all walls and fences shall be approved by the Grantor prior to construction. The design and type of materials to be used shall be at Grantor's sole discretion.
34. All mailboxes within Heritage Run shall be uniform in design, color and construction as determined by the Grantor and one shall be provided by the developer at the purchase of the lot. Mailboxes must be installed and maintained by the lot owner. Additional boxes due to damage etc, any additional matching boxes needed, will be at the lot owner's expense and will also need to match as did the original.

- 35. The minimum square footage requirement for the main structure of each dwelling (exclusive of basements, open porches, garages and unfinished areas) erected, placed or structurally altered on any Lot shall be as follows:**

Phase I – All residences of two or more stories shall not be less than two thousand (2,000) square feet. Story and one half shall not be less than sixteen hundred (1,600) square feet, with no less than one thousand (1,000) square feet on the first floor. Ranch style homes shall not be less than sixteen hundred (1,600) square feet. No building or structure shall be erected, altered, placed or permitted to remain on any lot that would exceed two and one half (2 ½) stories in height.

- 36. All utilities and piping shall be located underground and in accordance with the County and Township requirements.**
- 37. No tree larger than eight (8) inches caliber on the lot shall be removed without the Grantor approval.**
- 38. The Grantor reserves the right to conduct all excavation work, including the laying of water and septic lines, installation of driveways, digging of basements and any and all other construction activity which refers to the business currently conducted by Zemba Bros., Inc. Grantor will conduct those activities at the commercially reasonable rate for like activities in the Muskingum County community. This restriction can only be waived upon a written waiver signed by the Grantor.**

ARTICLE II

Real Covenants: The Restrictions set forth in this Declaration shall be covenants running with the land and the breach of any such covenants by the Owner of any Lot or Lots may be remedied by appropriate proceedings at law or in equity by the Grantor or by the Owner of another Lot in Heritage Run, but by no other person. If Grantor retains counsel to enforce any of the Restrictions, by reason of such breach, all costs incurred in such enforcement, including reasonable fees for counsel shall be paid by the owner of such Lot or Lots.

Duration: All of the foregoing Restrictions shall continue and remain in full force effect at all times as against the owner of any Lot within the Subdivision, regardless of how title was acquired, on which date these Restrictions shall be automatically extended for successive periods of ten (10) years unless, on or before the end of each such extension period, the Owners of at least seventy-five (75) percent of the Lots in the Subdivision shall by written instrument, duly recorded in Muskingum County, declare an amendment of any of these Restrictions. Termination of these Restrictions shall only occur by the affirmative vote of the owners of at least ninety (90) percent of the Lots in the Subdivision in writing declaring such termination.

Severability: Each of the Restrictions contained herein is independent and separate and in the event of any one or more such the Restrictions shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining Restrictions shall nevertheless remain in full force and effect.

Acceptance: By accepting a deed to any Lot or part thereof, a Grantee accepts the same subject to the foregoing Restrictions and agrees for himself, his heirs, and successors and assigns to be bound by each of such covenants jointly.

Amendment by Grantor & Lot Owners: Grantor hereby reserves the absolute right to amend or modify these Restrictions, without the consent or approval of the Lot Owners, by a declaration of amendment if such amendments shall be for the benefit of Heritage Run or requested or required by a governmental authority or agency having jurisdiction over Heritage Run. Any other amendment of these Restrictions shall require the written consent of at least seventy-five (75) percent of the Lot Owners and shall be evidenced by a written instrument recorded in Muskingum County. The Lot Owners shall not have the right to amend this Declaration for the purpose of modifying or terminating any provisions contained in Article II, or for the purpose of modifying or amending any easements now or hereafter created and reserved by the Grantor for the benefit of the Subdivision.

Entranceway: Grantor intends, during the course of development of the Subdivision, to construct a certain entranceway and other entrances providing access to the Subdivision adjacent to Lots in the Subdivision; and to install fencing, signage and landscaping at said entranceway and other entrances; and provide for the servicing and maintenance and replacement of the improvements, landscaping and grass at the entranceway for the benefit of the Grantor as well as the Lot Owners in Heritage Run. Any entranceway that is not accepted as a road by the applicable township shall be maintained by the subdivision homeowners association.

Addition of Additional Property to Declarations: This Subdivision initially will consist of all of the Lots in Phase I of the Heritage Run Community situated in Muskingum County, Ohio. The Grantor hereby reserves the right to record more amendments to this Declaration in order to add additional property as future phases of the Heritage Run (the "Additional Property"). The Grantor shall not be required to obtain the consent of the Lot Owners to add Additional Property to this Declaration. Upon adding any Additional Property to this Declaration, the definition of the term "Lot" shall be expanded to include the Lots developed by Grantor on the Additional Property, and the term "Owner" shall be expanded to include any current or future Owner of a Lot on such Additional Property, including the Grantor, while such party is the Owner of the Lot. All Lots situated on the Additional Property, and the Owners thereof, shall be subject to all of the terms of this Declaration.

WITNESS the signature of the authorized officer of the Grantor this 1st day of September, 2006.

Signed and acknowledged
in the presence of:

[Signature]

[Signature]

GRANTOR: ZEMBA FARMS LTD

[Signature]
Chris Zemba, Manager

[Signature]
Scott Zemba, Manager

STATE OF OHIO
COUNTY OF MUSKINGUM

The foregoing instrument was acknowledged before me this 1st day of September, 2006 by _____ on behalf of said company.

[Signature]
Notary Public

My Commission Expires: June 13, 2010

The Board of Health reviewed the subdivision on May 18, 2006. The following findings were agreed upon by the Board:

1. All dwellings locations are at the discretion of the health department.
2. Lots 1, 3, 4, 9, 10, 12, 14, 19, 20, 22, 26, 27, 28, 43, 44, 45, 46, 51, 52, 53, 54, 55, 56, 59, 61, 66, 70, and 71 will require extended leaching of 300' per bedroom or filter beds per site review.
3. Lots 1, 3, 4, 9, 10, 11, 14, 19, 20, 21, 22, 26, 27, 28, 43, 44, 45, 46, 51, 52, 53, 54, 56, 58, 59, 61, 62, 66 and 70 will require curtain drains.

These lots were reviewed and approved per the household sewage disposal system rules 3701-29 O.A.C. 1977.