

**DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENT LIEN
SHERMAN LAKES SECTION ONE AND TWO**

WITNESSETH THAT: 200300074511
STEWART TITLE BOX

WHEREAS, T & R Land Development Company, an Ohio Corporation ("Declarant") is at this date owner of 117 single family lots inclusive of Sherman Lakes Subdivision, in the Township of Berlin, Delaware County, State of Ohio, as the same are numbered and delineated upon the recorded plat thereof for Section Two, of record in Plat Cabinet 3, slides 238-238H of the Recorder's Office in Delaware County, Ohio.

WHEREAS, it is contemplated that the various lots, shall be sold to diverse persons, and that suitable improvements shall be erected thereon.

WHEREAS, The Declarant desires to create a plan of restrictions, easements and covenants with respect to the Lots described therein, and establish liens upon the Lots described herein, which shall be binding upon and inure to the benefit of the Declarant, the Association, and all future owners and occupants of the Lots.

WHEREAS, This Declarant is being made to establish Covenants, Easements, and Restrictions for the Subdivision, to provide for an Association for the ownership and maintenance of the Common Areas to be owned by the Association and the maintenance, as may be necessary, of the Common Areas not owned by the Association; to provide for and promote the benefit, enjoyment and well being of Lot owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds throughout assessments to accomplish these purposes.

NOW THEREOF, The Declarant hereby declares that the above-described property shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions, and lien for assessments, which are for the purpose of protecting the values and desirability thereof, and which shall run with the land, and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot owner, the respective heirs, successors and assigns of the Declarant and each Lot owner, the County of Delaware, Ohio and the Association.

The provisions of this Declaration of Covenants, Easements, Restrictions and Assessment Lien, as from time to time amended, shall be considered to be a part of, and incorporated within, each deed hereinafter conveying the Lots, or any portion thereof.

Delaware County

The Grantor Has Complied With
Section 319.202 Of The R.C.

DATE 10-31-03 Transfer Tax Paid
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By Shines

X-Grant with m-

A. FULLY PROTECTED RESIDENTIAL AREA

The following residential area covenants, in their entirety, shall apply to all the aforesaid numbered lots and any additional real property submitted to the provisions of these covenants, easements, restrictions and lien for assessments as provided herein.

B. LAND USE AND BUILDING TYPE

One hundred seventeen lots in the above-described subdivision, exclusive of reserves, shall be known and described as single-family detached residential lots, except for such lot or lots or part thereof as may hereafter be dedicated to private use for access to and from adjacent private development, no lot shall be used other than for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 35' in height and to include a private attached garage for not less than two cars, on the single family lots.

C. LOT SPLIT

No detached single family lot shall be split, divided, or subdivided for sale, resale gift, transfer, or otherwise so as to create a new building lot.

D. DWELLING SIZE FOR SINGLE FAMILY HOMES

Except as hereinafter provided, the floor area of the main structure, exclusive of garages, lower levels, and patios, shall not be less than:

1. One story ranch dwellings; not less than 1800 square feet per detached dwelling.
2. One and a half story ranch dwelling; not less than 1800 square feet
3. Two story dwellings; not less than 2200 square feet

E. BUILDING LOCATIONS

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum set back lines shown on the recorded plat of the subdivision. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line. Minimum rear yard setbacks of 25 feet and minimum side yard setback of 20 feet between structures and no less than 10 feet from the lot line.

F. ARCHITECTURAL PLAN REVIEW

No building, or other permanent enclosed structure shall be constructed, erected, installed or maintained on any part of said lots, nor shall any substantial change or alteration thereof be made unless the same shall be done strictly in accordance with the plat, building plans and specifications thereof which the Declarant shall have approved prior to

the commencement of any such work or use, which approval shall not be reasonably withheld by the Declarant and shall be based upon whether the proposed improvements, including exterior material and colors, are harmonious with improvements on neighboring properties, including the following:

1. Primary roof with a minimum of 7-12 pitch. 8/12 pitch recommended. As appropriate, gables roofs and offsets in roof lines will be used to enhance the interest of the dwelling.
2. Some type of front porch or entry porch is encouraged. Salt box style homes may be waived (will be determined in architectural review).
3. Permitted Exterior Materials: ALL HOMES throughout the subdivision must have natural material such as brick, stone, stucco, wood siding or combination thereof. Cementitious siding (similar to Hardi-Plank) is allowed. No vinyl siding is allowed.
4. Each single family home to have at least a two car attached garage. Three car recommended on allowable lots.
5. Each home must have diversity from the surrounding houses using both architecture, Color and exterior finishes. No two houses on either side of the dwelling and the three houses directly across the street to be similar as determined by Declarant's sole reasonable discretion.
6. Roof material to be dimensional shingles w/ a minimum 25 year warranty.
7. Exterior colors to be natural earth tones or neutral colors on the warm scale.
8. Direct vent fireplaces can be vented through the exterior wall but consideration must be given to the appearance and location of the penetration.
9. Chimneys on an exterior wall shall not cantilever or be through the wall (i.e. doghouse style). All chimneys must have a foundation and be finished in either block or stone. Except for all stucco houses may have a decorative stucco chimney.
10. Elevations without adequate windows or architectural elements will not be permitted.
11. Architectural details and elements must be repeated on front and back and visible lot sides of the structure at Declarant's sole discretion.
12. When brick or stone is used on the front elevation, it must be repeated in some in a reasonable quantity (water table, chimney, corner wrap, piers, etc.) on the remaining face of the home. Stone or brick corner wraps need to be of adequate width and should terminate at a roof change, interior corner or architectural element (i.e. window or door) if at all possible.
13. Roof overhangs are required.
14. Walkout basement exterior walls will be reviewed at architectural review.

All homes are to meet township and all jurisdiction agency's requirement, as well as these Declarations. Plans can be submitted to Declarant for pre-approval by any builder. Each home is to have diversity from the surrounding homes, using both architectural, color and exterior finishes. In the event Declarant fails to approve such plan within 15 days after submission to it, such plan shall be deemed automatically approved. Upon submission of plans and specifications submitted to it, such approval shall be endorsed by the Declarant on such plans and specifications and the Declarant shall return one set to

the person submitted the same, and one set shall be retained by the Declarant. If approval is denied by the Declarant to the plans and specifications submitted to it, both sets shall be returned to the person submitted the same. The provisions of this paragraph shall not apply to any interior change, alteration, arrangement, or decoration or to any exterior maintenance or landscaping additions following the original construction of a dwelling on a lot and the landscaping thereof which does not substantially change the appearance of such house, buildings, structures, or landscaping.

G. LANDSCAPING

Street Tree Program:

It is the intent of the proposed Street Tree Program to help residents of this subdivision to form a community.

1. Each individual house lot is required to have two street trees (minimum 1.75" caliper) in the front yard. (See attached Exhibit "A" for type and location of trees.)
2. Each lot owner is to plant and maintain the above mentioned trees.
3. Each house lot is also required to have (1) 6' Evergreen tree in the rear yard unless an Evergreen tree of this height or more already exists.
4. A landscaping budget of a minimum \$2,500 for additional trees, shrubs and plantings per house.
5. When planting street trees where sidewalks exist, trees shall be planted at the mid-line of the grass area, measured from the curb edge and the sidewalk. Where sidewalks are not present, the trees shall be planted the same distance from the curb edge.
6. No street trees shall be located within 50' of any street intersection.
7. No street trees shall be located within 10' of any fire hydrant, and within 7' of any driveway.

H. NON-PERMANENT STRUCTURES

No structure of a temporary character, storage tank, trailer, basement, shack, tent, garage, or other outbuildings shall be used on any lot any time either temporarily or permanently, provided that trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a residence on any lot.

I. NUISANCES

No noxious or offensive trade or activity shall be carried on upon the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothing or other household fabrics may be hung in the open on any lot, and no clothesline or other outside drying or airing facilities shall be permitted.

J. FENCING

All fences on boundary lines are prohibited. Upon written request from Lot Owner, the Architectural Review Committee may permit fences and screening that commences from the rear of the home for purposes of enclosing in ground pool and/or screened patios. Strict architectural landscape guidelines will be required.

K. MAILBOXES

Each lot will consist of one wood mailbox. Code # SHL6701 – CM01 New England (Cedar Mailbox) & CP02 Williamsburg Post (Cedar 4x4 Post) with 4” reflective #'s on both sides.

L. EXTERIOR LIGHTING

Each lot will consist of one yard light. The Yard light is to be black #9935 Value Line Height 21 ¾” and width 11 ¼” with 7’ column #295-320 without crossbars. The light shall be installed and maintained upon each Lot within 5 feet of the driveway and 10’ from the front lot line.

M. SIDEWALKS

4’ sidewalks to be installed as follows for Section One: Lot 1539 Sherman Lakes Way only, lots 1544 and 1545, and on lot 1546 on Sherman Lakes Way and lots 1555-1561. 4’ sidewalks to be installed as follows for Section Two: 1581 and 1582 on Forsyth Lane only. Lots 1607-1612, on lot 1621 on Amen Avenue only, on lot 1634 on McClellon Drive only and lots 1635-1659. Handicap ramps per ADA standards are required for Section Two on lot 1581 off of Aster Way, lot 1657 off of Aster Way, lot 1634 off of Aster Way, lot 1635 off of Aster Way, lot 1582, lot 1643 off of Forsyth Lane, lot 1607 off of Forsyth Lane, lot 1609, lot 1621 off of Aster Way, lot 1612 off of Aster Way. Handicap ramps per ADA standards are required for Section One on Lots 1539, 1545 and 1544 off of Forsyth Court. Lots 1546 and 1559 off of Lockwood Court, area between lots 155 and 1554 and lot 1561.

N. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot , except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No more than two dogs or two cats or two other pets which are permitted outdoors may be kept on any lot except when animals in excess of such numbers are less than three months old. Household pets must be kept on a leash or otherwise provided from straying onto other lots while outside.

O. BOAT, TRAILER AND VEHICLE PARKING AND STORAGE

No truck, trailer, motorcycle, boat, camper, bus, tent, house, car or recreational vehicle shall be parked or stored on any lot or street unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, motorcycle, boat, camper, recreational vehicle or commercial vehicle on the premises or street for a period not to exceed 48 hours in any 30 day period.

P. VEHICLES NOT IN USE

No automobile or motor vehicle shall be left upon any lot or street for a period longer than seven days in a condition wherein it is not able to be operated on a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above-described real estate and shall be removed therefrom.

Q. RUBBISH

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

R. ANTENNAS AND EXTERIOR APPURTENANCES

No television or radio antenna, tower or mast, whether rooftop or ground mounted, shall be erected or permitted on the exterior of any structure or lot. All satellite dishes must be pre-approved by Declarant before installation. All satellite dish approval will be based upon the size, location and screening.

S. ABOVE GROUND POOLS

No above ground pool shall be permitted on any lot.

T. GRADING AND DRAINAGE

The finished grade of any lot or lots or parts thereof shall comply with the finished grading and drainage plan as set out in the master plan of the subdivision subject to modification by the Declarant or County Engineer. Erosion and its effects in respect to the Lots are not the responsibility of the Declarant. In the event of a dispute as to the compliance or non-compliance with the master grading plan for the subdivision, the decision of the jurisdictional engineer shall be final.

U. SIGNS

No sign of any kind shall be displayed to the public view on any lot except: (1) one professional sign of not more than one square foot, (2) one sign of not more than five square feet advertising the property for sale or rent, or (3) signs used by the builder to advertise the property during the construction and sales period which shall meet the requirements of the zoning code.

V. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall hedge or shrub planting which obstructs sight elevations between two and six feet about the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 50 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. These same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with edge of a driveway or alley pavement.

W. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and other instruments of record. Within the limits of these easements, the grade specified in the master grading plan must be complied with, and not structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation, operation, or maintenance of the utilities, or which may change the direction of the flow or drainage channels or may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

X. MAINTENANCE OF COMMON IMPROVEMENTS

The maintenance of the common improvements in this subdivision shall be kept in a well maintained, attractive, and aesthetically appealing condition and shall be the responsibility of the Declarant until such time the property is granted to the Association of the Homeowners. That responsibility shall include, but not be limited to, caring for and maintaining those improvements, including seeding and mowing when needed, general cleaning as required, and maintaining the unrestricted flow of water in drainage areas, fountains, entrance landscaping and irrigation system.

Y. ASSESSMENTS AND ASSESSMENT LIENS

1. Types of Assessments. The Declarant, for each Lot, hereby covenants, and each Lot owner, by acceptance of a deed to a Lot, (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual

operating assessments, (2) special assessments for capital improvements, and (3) special individual Lot assessments, all of such assessments to be established and collected as hereinafter provided.

2. Elements-Apportionment; Due Dates

(a) Annual Operating Assessments Prior to Turnover Date.

- (1) At the time Declarant initially conveys each Lot to a bona fide purchaser, the purchaser of that Lot shall make contribution of \$180.00 to the Association for use by the Association for current operations or reserves. Such initial contribution shall not be refunded or credited against future payments to the Association, and shall be in addition to all other assessments collected with respect to such Lot.
- (2) Until control of the Association is turned over to the Lot owners (the "Transfer Date"), the Declarant shall not pay any assessments with respect to such Lots owned by it or conveyed by it to persons related to it or to entities in which it owns an equity interest.

(b) Annual Operating Assessments After the Transfer Date.

- (1) Promptly after the Transfer Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board shall estimate, and divide equally among the Lots subject to this Declaration of Covenants, Easements, Restrictions and Assessment Lien, the expenses of the Association consisting of the following:
 - (a) The estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;
 - (b) The estimated next fiscal year's costs, if any, for insurance and bond premiums to be provided and paid for by the Association;
 - (c) The estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - (d) The estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.
- (2) The Board shall thereupon allocate such expense equally among all Lots, and thereby establish the annual operation assessment for each separate Lot.
- (3) The annual operating assessment shall be scheduled as set forth provided by the Homeowners Association.

- (4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots on an equal basis.
- (5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot owners.

(c) Special Assessment for Capital Improvements

- (1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements and/or personal property to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of the Lot owners exercising no less than 75% of the voting power of Lot owners.
- (2) Any such assessment shall be divided equally among all Lots, and shall become due and payable on such date or dates as the Board determines following written notice to the Lot owners.

(d) Special Individual Lot Assessments. The Board may levy an assignment against an individual Lot, or Lots, to reimburse the Association for those costs incurred properly chargeable by the terms hereof to a particular Lot (such as, but no limited to, the cost of enforcement of covenants and restrictions against a particular Lot, or arbitration costs properly chargeable against such Lot owner). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Lot owners subject thereto.

3. Effective Date of Assessments. Any assessments created pursuant hereto shall be effective on the date determined by the Board. Written notice of the amount of any assessment shall be sent by the Board to the Lot owners subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if it is to be paid in installments. Written notice shall be mailed or delivered to a Lot owner's Lot unless the Lot owner has delivered written notice to the Board of a different address for such notices, in which event the Board shall mail such notice to the last designated address. Failure to receive such notice, for whatever reason, shall not be a defense to the Lot owner's obligation to pay such assessment.

4. Effect of Nonpayment of Assessment; Remedies of the Association.

- (a) If any assessment or any installment of any assessment is not paid within ten days after the same has become due, the Board, at its option, without demand or notice may (I) declare the entire unpaid balance of the assessment immediately due and payable; (II) charge interest on the entire unpaid balance, (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable) at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; (III) charge a reasonable, uniform late fee, as determined from time to time by the Board; and (IV) restrict services to the Lot, and restrict use of the Associations Common areas and of easements for the use thereof, by the owners and occupants of the Lot. Such services and use may be restricted until the assessments with respect to the Lot have been paid.
- (b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each assessment is made.
- (c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten or more days after the same has become due and payable an affidavit regarding the non-payment of Assessments and restriction of the use of easements appurtenant to the Lot and the availability of services to such Lot, maybe filed with Recorder of Delaware County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Lot for which Assessments are unpaid, the name or names of the record owner or owner's thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other officer of the Association.
- (d) Any Lot owner who believes that an assessment chargeable to his, her or its Lot has been improperly charged against that Lot, may bring action in the Court of Common Pleas of Delaware County, Ohio, for the discharge of that assessment. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court shall make such order as just.
- (e) Each such assessment together with interest and costs shall also be the joint and severe personal obligation of the Lot owners who owned the Lot, at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to any lien upon the Lot for non-payments of Assessments, and the right of the Association to restrict the use of easements appurtenant to such lot and restrict services to such lot, or restrict the use of the Common Areas by the owners and occupants of the Lot, shall not be impaired or abridged by reason of the transfer.

- (f) The Association, as authorized by the Board, may pursue any other remedy available to the Association pursuant to Ohio law, and without limiting the generality of the foregoing, may obtain a lien to secure payment of delinquent assessments, interest, late charges, and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these or other remedies. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.
 - (g) No owner may waive or otherwise escape liability for the assessments provided for in these Covenants by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Lot.
5. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Z. TRANSFER TO ASSOCIATION

The foregoing to the contrary notwithstanding, at any time the Declarant no long wishes to retain the rights granted to it in this Declaration of Sherman Lakes after it may transfer those rights to any Association of Homeowners upon the sale of 75% of the total lots, and by such written transfer this declaration will be deemed to the amended, so that every reference to "Declarant" or "Grantor" herein shall be changed to "Association", excepting therefrom Section F. Architectural Plan Review where Declarant shall retain architectural approval rights for the initial construction on each lot.

AA. ENFORCEMENT

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages, or both. This Declaration of Covenants, Easements, Restrictions and Assessment of Lien may be enforced by the Declarant, each Lot owner, the respective heirs, successors and assigns of the Declarant and each Lot owner and the Association.

BB. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in not way affect any of the other provisions which shall remain in full force and effect.

CC. AMENDMENTS

Amendments of this Declaration of Covenants, Easements, Restrictions and Assessment Lien shall require written consent of not less than 75% of the owners of the Lots subject hereto.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this 28th day of October, 2003.

Signed and acknowledged
In the presence of:

Cindie Rankin
Colby Seppro

T & R Land Development Company
an Ohio Corporation

By: Phil Sabatino
P. Ronald Sabatino, President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a notary public in and for said County and State, personally appeared P. Ronald Sabatino as President for T & R Land Development Company, to sign this instrument on 28th day of October, 2003.

Notary Public

Scott H. Chase, Notary Public, State of Ohio
SCOTT H. CHASE

Notary Public
State of Ohio
Recorded In Licking County
My Commission Expires
October 12, 2007

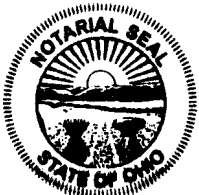
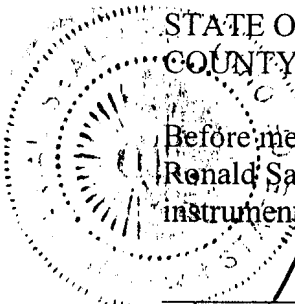


Exhibit "A"

STREET TREES FOR SECTION TWO:

<u>Lot</u>	<u>Types of Trees and Locations</u>
1578	(2) Greenspire Linden
1579	(1) Greenspire Linden on McClellon Drive (2) Patmore Green Ash on Aster Way
1580	(2) Patmore Green Ash
1581	(1) Patmore Green Ash on Aster Way (2) Greenspire Linden on Forsyth Lane
1582	(2) Greenspire Linden
1583	(2) Greenspire Linden
1584	(2) Greenspire Linden
1585	(2) Greenspire Linden
1586	(2) Greenspire Linden
1587	(2) Greenspire Linden
1588	(2) Greenspire Linden
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1600	(2) Greenspire Linden
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1606	(2) Greenspire Linden
1607	(2) Greenspire Linden on Forsyth Lane (1) Patmore Green Ash on Aster Way
1608	(2) Patmore Green Ash
1609	(2) Patmore Green Ash
1610	(2) Patmore Green Ash
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- 1613 (2) Patmore Green Ash
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- 1616 (2) Patmore Green Ash
- 1617 (2) Patmore Green Ash
- 1618 (2) Patmore Green Ash
- 1619 (2) Patmore Green Ash
- 1620 (2) Patmore Green Ash on Aster Way (2) Skyline Honeylocust on Ammen Avenue
- 1621 (1) Patmore Green Ash on Aster Way (2) Skyline Honeylocust on Ammen Avenue
- 1622 (2) Patmore Green Ash
- 1623 (2) Patmore Green Ash
- 1624 (2) Patmore Green Ash
- 1625 (2) Patmore Green Ash
- 1626 (2) Patmore Green Ash
- 1627 (2) Patmore Green Ash
- 1628 (2) Patmore Green Ash
- 1629 (2) Patmore Green Ash
- 1630 (2) Patmore Green Ash
- 1631 (2) Patmore Green Ash
- 1632 (2) Patmore Green Ash
- 1633 (2) Patmore Green Ash
- 1634 (2) Patmore Green Ash on Aster Way (3) Greenspire Linden on McClellon Drive
- 1635 (2) Patmore Green Ash
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- 1638 (2) Patmore Green Ash
- 1639 (2) Patmore Green Ash
- 1640 (2) Patmore Green Ash
- 1641 (2) Patmore Green Ash
- 1642 (2) Patmore Green Ash
- 1643 (2) Patmore Green Ash on Aster Way (2) Greenspire Linden on Forsyth Lane
- 1644 (2) Greenspire Linden
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 Way
 1658 (2) Patmore Green Ash
 1659 (2) Patmore Green Ash

STREET TREES FOR SECTION ONE:

<u>Lot</u>	<u>Type of Trees and Locations</u>
1573	(2) Patmore Green Ash
1572	(2) Patmore Green Ash
1571	(2) Patmore Green Ash
1570	(2) Patmore Green Ash
1569	(2) Patmore Green Ash
1568	(2) Patmore Green Ash
1567	(2) Patmore Green Ash
1566	(2) Patmore Green Ash
1565	(2) Patmore Green Ash
1564	(2) Patmore Green Ash
1563	(2) Patmore Green Ash
1562	(2) Patmore Green Ash
1561	(2) Patmore Green Ash
1560	(2) Patmore Green Ash
1559	(2) Patmore Green Ash on Sherman Lakes Way (2) Greenspire Linden on Lockwood Court
1558	(2) Greenspire Linden
1557	(2) Greenspire Linden
1556	(2) Greenspire Linden
1555	(2) Greenspire Linden
1554	(2) Greenspire Linden
1553	(2) Greenspire Linden
1552	(1) Greenspire Linden
1551	(2) Greenspire Linden
1550	(2) Greenspire Linden
1549	(2) Greenspire Linden
1548	(2) Greenspire Linden
1547	(2) Greenspire Linden
1546	(2) Greenspire Linden on Lockwood Court (2) Patmore Green Ash on Sherman Lakes Way
1545	(2) Patmore Green Ash on Sherman Lakes Way (2) Skyline Honeylocust on Forsyth Court
1544	(2) Skyline Honeylocust

1543	(2) Skyline Honeylocust
1542	(1) Skyline Honeylocust
1541	(2) Skyline Honeylocust
1540	(2) Skyline Honeylocust
1539	(2) Skyline Honeylocust on Forsyth Court (1) Patmore Green Ash on Sherman Lakes Way



SHERMAN LAKES

PRELIMINARY ARCHITECTURAL REQUIREMENTS

NOTE: Because each home must have diversity from surrounding homes, approval will be based on first in, first out. First in approval will have precedent over the later submittals. All approvals will be done on a timely fashion.

Subdivision Requirements:

Required Setbacks – Front yard – 25’; Side yards – 10’ each, Rear 25’ minimum.

Street Trees – per Street Tree plan (noted in Deed Restrictions)

Exterior Lighting – Each lot will consist of one yard light. The Yard light is to be black #9935 Value Lien Height 21 ¾” and width 11 ¼” with 7’ column #295-320 without crossbars. The light shall be installed and maintained upon each Lot within 5 feet of the driveway and 10’ from the front lot line.

Mailbox – mailbox specifications (noted in Deed Restrictions, see exhibit attached)

Sidewalks – 4’ sidewalks to be installed as follows for Section One: Lot 1539 (old lot 35) side around curb, lots 1544 and 1545 (old lots 30 and 29), and on lot 1546 (old lot 28) on Sherman Lakes Way and lots 1555-1561 (old lots 19-13). 4’ sidewalks to be installed as follows for Section Two: 1653-1658 (old lots 111-116), 1581 (old lot 39) and 1582 (old lot 40) on Forsyth Lane only. Lots 1607-1612 (old lots 65-70), on lot 1621 (old lot 79) side yard only, on lot 1634 (old lot 92) side yard only and lots 1635-1659 (old lots 93-117).

Architectural Diversity – Each home must have diversity from the surrounding houses using both architecture, color and exterior finishes (1st in, 1st our priority). No two houses on either side of the dwelling and the three houses directly across the street to be similar.

Garage Requirements – 2-car attached minimum; 3-car recommended

Roof Slopes – 7/12 pitch minimum. 8/12 pitch recommended. As appropriate, gable roofs and offsets in roof lines will be used to enhance the interest of the dwelling.

Front Porch – some type of porch or entry porch is encouraged. Salt box style homes may be waived (will be determined in review process).

Roof Material – Dimensional shingles w/ minimum 25 year warranty

Exterior Finish Colors – Natural earth tones or neutral colors on the warm scale

Permitted Exterior Materials – All Homes throughout the subdivision must have natural material such as: Brick, stone, stucco, wood siding or combination thereof. Cementitious siding (similar to Hardi-Plank) is allowed. No vinyl siding is allowed.

Chimneys – Chimneys on an exterior wall shall not cantilever or be through the wall (i.e. doghouse style). All chimneys must have a foundation and be finished in either block or stone. Except for all stucco houses may have a decorative stucco chimney.

Direct Vent Fireplaces – Fireplaces can be vented through the exterior wall but consideration must be given to the appearance and location of the penetration.

Blank walls – Elevations without adequate windows or architectural elements will NOT be permitted.

Architecture – Architectural details and elements must be repeated on front and back and visible lot sides of the structure.

Window Trim – All windows must be trimmed on all four sides (wood trim) except when surrounded by an exterior finish of brick or stone. Stucco exterior finish to have stucco trim.

Masonry – When brick or stone is used on the front elevation, it must be repeated in some in a reasonable quantity (water table, chimney, corner wrap, piers, etc.) on the remaining faces of the home. Stone or brick corner wraps need to be of adequate width and should terminate at a roof change, interior corner or architectural element (i.e. window or door) if at all possible.

Walkout basements – The exterior walls to be reviewed at review (be specific on material on Design Submittal form).

Roof overhangs: Required

Minimum Square Footage:

One story ranch dwelling: not less than 1800 square feet per detached dwelling

One and a half story dwelling: not less than 1800 square feet

Two story dwelling: not less than 2200 square feet

Fences – All fences on boundary lines are prohibited. The Architectural Review Committee may permit fences and screening that commences from the rear of the home for purposes of enclosing in ground pool and/or screened rear patios. Strict architectural and landscape guidelines will be required.