

5.2. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee shall have jurisdiction over any construction, installation, modification, addition or alteration of Improvements. No person shall construct or install any Improvement, including, without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any recreational device, or install landscaping, without the prior written approval of the Design Review Committee. Owners shall submit plans showing the nature, shape, color, size, materials and location of proposed Improvements and alterations to the Design Review Committee for approval. The Design Review Committee may charge a reasonable fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of such Owner's residence.

5.3. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Committee shall have the authority to grant reasonable variances from the provisions of this Section 5 and the specific restrictions set forth in Section 6.4 of this Declaration, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or circumstance or any other part of the Property.

5.4. Improvements by Declarant. Notwithstanding any provisions of this Declaration to the contrary, all Improvements constructed or installed by Declarant shall be deemed to comply in all respects with the requirements of the Design Review Committee, and approval thereof by the Design Review Committee is not required.

SECTION 6.

COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS

6.1. Use of Lots. Each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a single-family residence. No Improvements may be constructed or installed on any Lot until and unless the plans therefor have been approved by the Design Review Committee (or Declarant if no Design Review Committee has been established).

6.2. Use of Common Elements. All Common Elements may be used only for the purposes for which they are intended. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

6.3. General Maintenance of Lot. Each Owner, at such Owner's cost, shall maintain and keep such Owner's Lot and all Improvements thereon or thereto in good condition and

repair, in accordance with the Maintenance Standards, the Rules, and this Declaration. Such maintenance shall include, without limitation, maintaining the lawn on a regular basis at a height no greater than five (5) inches. Without limiting the generality of the above provisions of this Section, if, upon the closing of the purchase of a Lot by an Owner from Declarant the entire exterior unpaved portion of the Lot has not been seeded, sodded or otherwise landscaped, the Owner shall, within the growing season in which such closing occurs or, if such closing does not occur during a growing season, within the next subsequent growing season, seed, sod or otherwise landscape the entire exterior unpaved portion of the Lot in accordance with this Declaration.

6.4. General Covenants, Restrictions, and Limitations. In order to promote the health, safety, and welfare of all Owners and Occupants, and to preserve, beautify, and maintain the Residential Development as one of high quality, and to preserve and promote a good environmental quality, the following covenants, restrictions, and limitations as to use and occupancy are hereby adopted. These covenants, restrictions, and limitations shall burden and benefit all Lots, shall run with the land, and shall be binding on current and successor Owners, for the benefit of all Owners and all Lots.

6.4.1. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot.

6.4.2. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by Declarant, and any Builder designated by Declarant, while marketing the Property, Lots and residences for sale; (ii) street and identification signs installed by the Association or Declarant; and (iii) one temporary real estate sign not to exceed four square feet in area advertising that such Lot is for sale.

6.4.3. Animals. No animal, reptile, livestock or poultry of any kind shall be kept, raised, bred or permitted to remain on any Lot, except that each Lot shall be permitted dogs, cats or other ordinary domesticated household pets not totaling more than three, provided that they are not kept, bred or maintained for any commercial purposes. No Owner shall allow its pets to run outside of such Owner's Lot unattended. An Owner may walk a pet outside of such Owner's Lot only if the pet is on a leash and the Owner cleans up after the pet. No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot.

6.4.4. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

6.4.5. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no nonresident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

6.4.6. Laundry. No laundry of any type may be hung outside.

6.4.7. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including, without limitation, sheds or barns.

6.4.8. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, laundry and linen service, or similar services, nor shall leases to roomers or boarders be permitted. All other leases shall be in writing and shall be subject to this Declaration.

6.4.9. Vehicles. The Board may create and enforce reasonable rules concerning the parking of vehicles on the Property. Without limiting the generality of the immediately preceding sentence, vehicles may not be parked in any driveway so as to extend over or into any sidewalk or street. In addition to its authority to levy Individual Assessments as penalties for the violation of such rules, the Board may cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any street of the Residential Development or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period without the Board's prior written approval; provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. The term "trailer" shall include, but not be limited to, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment,

whether resting on wheels, jacks, tires or other foundation. The term "truck" shall include, but not be limited to, every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck, up to ¾ ton, (no ladder racks, advertising, etc.) or van which is used as a principal vehicle by an Owner or Occupant of a Dwelling Unit or their family. The term "commercial vehicle" shall include, but not be limited to, any vehicle (including any passenger car) which is decorated with prominently-displayed advertisements.

6.4.10. Trash. Except for the reasonably necessary activities of Declarant during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, out of view of other Lots. Trash cans must be put away on the day that trash is picked up.

6.4.11. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Improvement, without the prior written approval of the Design Review Committee. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 inches) in diameter or less shall be permitted; provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Committee. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Committee or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's right to receive over-the-air signals.

6.4.12. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

6.4.13. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot, except that propane gas grills are permitted.

6.4.14. Mailboxes. Each Lot will have a curbside mailbox with a uniform decorative design as determined by the Board. The initial uniform decorative mailbox design is shown on Exhibit D attached hereto. If a mailbox

is damaged, destroyed or deteriorates, then the applicable Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

6.4.15. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards adopted by the Design Review Committee.

6.4.16. Fencing. The Design Review Committee may establish standards according to which fencing and walls may be permitted. Such authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall conform to the standards set forth by the Design Review Committee, and shall be approved by the Design Review Committee, in writing, prior to the installation thereof.

6.4.17. Swimming Pools. No above ground swimming pool extending 12 inches or more above the finished grade of the Lot shall be permitted on any Lot, except that this prohibition shall not prohibit the installation of a hot tub or sauna.

6.4.18. Basketball Equipment. Basketball backboards and hoops may not be mounted to the front or side of a residence. Any basketball backboard and hoop on a Lot must be perpendicular to the street and shall be subject to the approval of the Design Review Committee. Basketball backboards and hoops which are designed to be temporary and movable may be used on Lots for their intended purposes, provided the same are stored out of view when not in use.

6.4.19. Flagpoles. No free-standing flagpoles will be permitted on any Lot. Bracketed flagpole holders attached to homes will be permitted, subject to approval of the Design Review Committee.

6.4.20. Seasonal Decorations. Seasonal porch ornaments, such as door wreaths, must be appropriate to the season and may not be put up earlier than forty (40) days before the applicable holiday. Christmas lights and other exterior Christmas decorations must be removed by January 10, and other exterior holiday decorations must be removed promptly after the holiday.

6.5. Applicability to Declarant. None of the provisions of this Section 6 shall be construed so as to restrict Declarant in the performance of its normal construction activities during the construction of residences on the Lots. To the extent inconsistent with the performance of Declarant's construction activities during the construction of residences on the Lots, the provisions of this Section 6 shall not apply to Declarant.

6.6. Compliance With Existing Restrictions. In addition to the foregoing, all Lots shall comply with the Existing Restrictions, all applicable zoning regulations and building codes, and all other laws, rules and regulations of any governmental authority with jurisdiction over the Property.

6.7. Rules and Regulations. In addition to the foregoing, the Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Restrictions, the use of the Property, and the conduct of Members (the "Rules"). The Rules shall be consistent with and designed to further the purposes outlined in this Declaration.

SECTION 7. **MAINTENANCE STANDARDS**

7.1. Adoption and Amendment. The Board shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of the Property, all Lots, and the exterior of all Dwelling Units and Improvements thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, the more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, as follows:

7.1.1. Except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Improvements thereon, and watering, weeding, mowing, trimming, repairing and replacing all grass and lawn areas and landscaping within the Common Elements, mulching in all landscaped areas within the Common Elements, and snow removal and ice treatments on paved areas located within the Common Elements as and when determined necessary by the Association. Notwithstanding the foregoing, the Association shall not be responsible for snow removal and ice treatments on sidewalks located within any of the Lots (or that front on any Lot, to the extent that such are actually located within the adjacent public or private rights-of-way within the Residential Development), which shall be the responsibility of each of the Owners as described in Section 7.1.5 below. The Association shall not be responsible for any maintenance on any portion of the Lots which are not Common Elements, including but not limited to common private drive access and utility easements shown on any Plat.

7.1.2. If any of the Common Elements is damaged or destroyed by the intentional or negligent act or omission or by the intentional or negligent act or omission of any Owner or such Owner's Occupant, Tenant, invitee, licensee, employee, agent, family member, guest, or pet, then the Board may assess an Individual Assessment in accordance