

"Special Assessment" - an assessment levied by an Association against applicable Developed Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund, or any other extraordinary expense not included in the Association budget.

"State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

"Turnover Date" – either the Hawthorne Manor Turnover Date or the Regency Park Turnover Date, as the context may require.

"Undeveloped Lot" – any Lot owned by Developer.

### **III. GOALS**

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

### **IV. USE RESTRICTIONS**

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon Developer and every Owner or occupant thereof, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees.

- A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence (which may include use as a so-called "landminium"). No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board. Except for Improvements constructed by Developer as part of the initial construction on a Lot (including, without limitation, fences, porches, stoops, bay windows, terraces and decks), all Improvements, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the Design Review Board.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property 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.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit Developer from construction activities consistent with its residential construction practices.

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

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). 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.

F. Nuisances. No noxious or offensive trade 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.

G. 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 non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

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

I. 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.

J. Vehicles. Each Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the applicable Property and/or Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, each Board shall be authorized to cause the removal of any vehicle violating such rules. No commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any street in the Property or on any Lot (except in an enclosed structure shielded from view). Either Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. No automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Property for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the vehicle owner's expense.

The word "trailer" shall include 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 (i) use and occupancy thereof, or (ii) storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

K. Trash. Except for the reasonably necessary activities of Developer 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, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. 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 Board. 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 Board. 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 Board 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.

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

N. 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.

O. Street Trees. Developer may designate one (1) or more trees to be planted along the street in front of each Lot. If Developer determines to designate street tree(s), then Lot Owners shall be deemed to have agreed to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a uniform design. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

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

R. Fencing. The Design Review Board may establish standards according to which fencing and walls may be permitted in the applicable Property. The authority of the Design Review Board with respect to fencing and walls shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain areas. All fencing and walls shall conform to the standards set forth by the Design Review Board, and shall be approved by the Design Review Board, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

1. Fences or walls shall be constructed of wood, approved plastic, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided, however, that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed

requires a minimum height in excess of 48” for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48” above finish grade, but only to the extent necessary to meet the governmentally required minimum.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3’) in height which are located on or adjacent to entrance platforms or steps.
4. Treated wood split rail fences are permitted. Dark painted wire mesh or plastic mesh attached inside a split rail fence is permitted.
5. Decorative wood and plastic fencing is permitted by approval of the Design Review Board or its assigns.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

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

T. Basketball Goals. Basketball goals may be installed upon each Lot, but only upon the side or rear elevations of the Lot. There shall be no basketball goals installed on the front elevation of the Lot or any portion of the front yard of the Lot.

U. Recreational Facilities. The Developer intends to construct one or more shelters, playhouses, athletic fields, and/or recreational equipment upon the Common Property. With the exception of the Hawthorne Manor Pool, such recreational facilities shall be for the benefit, use and enjoyment of all Owners; provided, however, that the use of such recreational facilities shall be subject to the following restrictions: (1) The recreational facilities may be used by the Owners for recreational purposes only; (2) the recreational facilities shall not be used after dark; (3) the recreational facilities are subject to further rules and regulations (not inconsistent with the provisions of this Declaration) which may be enacted by the applicable Association; (4) any play equipment brought onto the recreational facilities shall be removed immediately after use; (5) no motorized vehicles of any kind (including, without limitation, automobiles, truck, motorcycles, and scooters) may be brought onto any recreational facilities; and (6) the use of recreational facilities is limited to Owners, members of any Owner's immediate family, and not more than six guests of an Owner. With the exception of the Hawthorne Manor Pool, no Owner is allowed to use the recreational facilities for large gatherings or events; provided that the Hawthorne Manor Association shall establish such Rules as it deems appropriate in connection with the Hawthorne Manor Pool.

V. Pond Restrictions. Any ponds located on Common Property shall be subject to the following restrictions: (1) The ponds are not available for recreational use by Owners. There is no boating or swimming permitted in the ponds; and (2) no noxious, hazardous, or offensive substance, or trash, or debris, shall be discharged or permitted to be discharged into the ponds.

W. Hawthorne Manor Pool. The Hawthorne Manor Pool shall be available for the exclusive benefit, use and enjoyment of the Hawthorne Manor Owners who pay the Hawthorne Manor Pool Assessment, subject to the terms and conditions of this Declaration and subject to the Rules established by the Hawthorne Manor Association. No Owner of a Lot, other than the Hawthorne Manor Owners who have paid the Hawthorne Manor Pool Assessment, shall have any right to use the Hawthorne Manor Pool or any right of access to the Hawthorne Manor Pool. The use of the Hawthorne Manor Pool shall be subject to the following restrictions (in addition to other terms and conditions of this Declaration applicable thereto):

1. No Hawthorne Manor Owner shall use the Hawthorne Manor Pool in a manner that unreasonably interferes with (a) the use and enjoyment of the Hawthorne Manor Pool by other Hawthorne Manor Owners who have paid the Hawthorne Manor Pool Assessment, or (b) the use and enjoyment of the other Lots.

2. No commercial use of any kind may be made of the Hawthorne Manor Pool, including uses intended for fund-raising, whether for-profit or non-profit.

3. Other than as an Owner of a Hawthorne Manor Lot, Developer shall have no obligation to maintain, clean or repair the Hawthorne Manor Pool, nor any liability for personal injury or property damage arising by Developer's actions or omissions with respect to the Hawthorne Manor Pool. Developer shall have no obligation to provide insurance coverage for the Hawthorne Manor Pool, or any activities occurring at the Hawthorne Manor Pool.

4. The use of the Hawthorne Manor Pool shall be subject to the laws, rules and regulations of all applicable governmental authorities.

X. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Developer or any Owner, such that this Declaration requires compliance with the obligation as affected by such change or modification.

## V. ARCHITECTURAL STANDARDS

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the later to occur of the Regency Park Turnover Date or the Hawthorne

Manor Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the later of the two Turnover Dates, the Board of the Regency Park Master Association shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property (excluding the Hawthorne Manor Pool). Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provide in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property (excluding the Hawthorne Manor Pool). No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written approval of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board 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 his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, 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 Regency Park Master Subdivision and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by Developer or its affiliates, partners, members or shareholders shall be deemed to comply in all respects with the requirements of the

Design Review Board, and separate approval thereof by the Design Review Board is not required.

## VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Except as otherwise provided in Article IV, every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to other terms and limitations set forth in this Declaration, and subject to the applicable Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests, licensees and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to (i) this Declaration, (ii) the provisions of any Plat(s) or (iii) agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency, where no such advance notice shall be required.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over applicable portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the Plats of the Property, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Property, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other